

OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH



FOLLOW-UP OF FUNDING OF JEFFERSON PARISH CONSTABLES AND JUSTICES OF THE PEACE

2014-0029

INVESTIGATION
ISSUED 7/30/2020



OFFICE OF INSPECTOR GENERAL
JEFFERSON PARISH



DAVID N. McCLINTOCK
INSPECTOR GENERAL

July 30, 2020

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Investigation #2014-0029's Follow-Up Review of the Funding of Jefferson Parish Constables and Justices of the Peace, dated 03/11/2015

The Jefferson Parish Office of Inspector General (JPOIG) conducted a **follow-up review** of the **Funding of Jefferson Parish Constables and Justices of the Peace (2014-0029)**, dated 03/11/2015. Follow-up reports make no findings or recommendations. Follow-up reports monitor the implementation of recommendations previously made. The review demonstrates that most recommendations are not resolved. One recommendation is resolved, two recommendations are resolved in part, and two others remain unresolved. Resolution of the issues remain with the Administration and the Council.

The follow-up process does not require a written response, nor do we include any external commentary as each finding has already been addressed through the Administration's initial response to the original report. In the interest of facilitating positive change, we will make arrangements to meet with any recipient who may wish to discuss the report or a corrective action plan.

Respectfully,

David McClintock

cc:

Steve LaChute, Chief Operating Officer
Gregory Giangrosso, CAA
Vernon J. Wilty, III, Justice of the Peace, 1st Justice Court
Johnathan Liberto, Constable, 1st Justice Court
Mark Spears, Justice of the Peace, 2nd Justice Court
Wayne J. Nocito, Constable, 2nd Justice Court

Charlie R. Kerner, Justice of the Peace, 3rd Justice Court
Frank Rawle, Constable, 3rd Justice Court
Leon Bradberry, Jr., Justice of the Peace, 4th Justice Court
Leon F. Bradberry, Sr., Constable, 4th Justice Court
Charles V. Cusimano, II, Justice of the Peace, 5th Justice Court
Allen Leone, Jr., Constable, 5th Justice Court
Kevin J. Centanni, Justice of the Peace, 6th Justice Court
Jason Ural, Constable, 6th Justice Court
Michele P. Holmes, Justice of the Peace, 7th Justice Court
Floyd Davis, Constable, 7th Justice Court
Roscoe W. Lewis, Sr., Justice of the Peace, 8th Justice Court
Charles L. Wilson, Constable, 8th Justice Court
Commissioner Howard G. Maestri, Chairman
Commissioner Warren R. Bourgeois III, M.D.
Commissioner Dolores C. Hall
Commissioner Cherie' Kay LaRocca, Ph.D.
Commissioner Laura J. Donnaway
Jerry Sullivan, Attorney to the Ethics and Compliance Commission



OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH

DAVID N. McCLINTOCK
INSPECTOR GENERAL



Date of Report: 07/30/2020	PUBLIC FOLLOW-UP REVIEW	Case # 2014-0029
Period of Review: 2015-2019	Report By: JPOIG Staff	Status: Public
<u>Subject of Review:</u>		
<ul style="list-style-type: none"> • Discretionary Funding of Constables and Justices of the Peace 		

INTRODUCTION

The Jefferson Parish Office of Inspector General (“JPOIG”) completed a follow-up to its March 2015 report on the funding of Jefferson Parish Constables and Justices of the Peace.¹ The original report was initiated based on information from the Metropolitan Crime Commission. Follow-up reports make no findings or recommendations. The purpose of a follow-up is to determine if the Parish has taken any actions that were committed to during the original response or any other corrective measures that impact the original report’s findings and recommendations.

The follow-up review included consideration of Parish actions and outcomes related to the original findings and recommendation occurring between 03/15/2015 through 12/31/2019. The documents analyzed included, but are not limited to:

- Jefferson Parish finance system documents;
- Intergovernmental Agreements (“IGAs”) between Jefferson Parish (“Parish”) and the Justices of the Peace and/or Constables (“C/JOP”);
- Jefferson Parish Annual Budgets for 2015-2019; and
- Relevant state and local laws related to C/JOPs.

ACRONYMS

The following acronyms appear in the document:

JPOIG	Jefferson Parish Office of Inspector General	Parish	Jefferson Parish
IGA	Intergovernmental Agreement	C/JOP	Constable and Justice of the Peace
FMV	Fair Market Value	CEA	Cooperative Endeavor Agreement

¹ http://www.jpoig.net/images/pdf/2014-0029_CJOPs_Public_Release.pdf

BACKGROUND

The original report reviewed Parish funding to the 8 Constables and 8 Justices of the Peace for the period 01/01/2012-12/31/2013. The review determined that Jefferson Parish's cost to support the C/JOPs exceeded the state mandated costs in 2012 by \$501,544.72 in salary, benefits, and the value of office space.

The investigation resulted in 5 findings and recommendations addressing:

- Parish Monetary Support for the Constables and Justices of the Peace,
- The Parish providing rent free office space in some cases,
- The failure of the Parish to have CEA's or IGA's with Justice Courts where applicable, and
- Concerns related to the Parish payment of employer contributions for certain benefits and reimbursement.

Any changes to the salaries and benefits of the C/JOPs would only have effect for terms beginning after the changes have been implemented creating the requisite notice to potential candidates. Thus, for any changes to be effectively implemented, action must be taken well before the 2020 election. The primary election for all C/JOPs has been set for 11/03/2020.

The Louisiana Constitution specifically addresses the act of reducing the compensation of a judge and provides that "the term of office, retirement benefits, and compensation of a judge shall not be decreased during the term for which he is elected."² Moreover, C/JOPs are both elected officials for which the Louisiana Constitution further states, "the compensation of an elected public official shall not be reduced during the term for which he is elected."³

The following pages contain a summarization of the findings, any responses and/or any relevant changes to policy or practice.

² La. Const. art. V, § 21.

³ La. Const. art. X, § 23.

Finding #1	Jefferson Parish’s cost to support the 8 Constables and 8 Justices of the Peace exceeded the state mandated costs by approximately \$500,000.
<p>The JPOIG determined that in 2012 that actual costs incurred were as follows:</p> <ul style="list-style-type: none"> • Salary \$312,000.00; • Personnel Benefits \$116,552.00; • Non-Personnel Benefits \$15,983.00; and • Fair Market Value (“FMV”) of Parish Office Space \$57,009.72. 	
<p>JPOIG Analysis and Comment:</p> <p>The Administration’s commitment was to study several areas of expenditures to include those expenditures made in East Baton Rouge Parish, a parish of comparable size to Jefferson Parish.</p> <p>The JPOIG was not presented with any evidence to support that the Administration studied the funding of personnel benefits and non-personnel benefits to Jefferson Parish Justices of the Peace and Constables which was amounted to \$132,535 per year in Parish funds at the time the original report was written.</p> <p>In late 2019, during this follow-up effort, the Yenni Administration and Council opted not to reduce costs, but to establish a foundation for the Parish to set the annual salaries of the Jefferson Parish Justices of the Peace and Constables at the existing rate.</p>	
<p>JPOIG Recommendation:</p> <p><u>Salary</u> - Louisiana law requires the Parish to pay a salary of not less than \$900/year, and provides that the State will match any salary paid by the Parish up to \$1200/year. However, the Parish funded “administrative salaries” of \$20,400 to each C/JOP at a cost of \$312,000 per year to the Parish, excluding taxes and benefits.</p> <p><u>Personnel Benefits</u> - Costs associated with benefits during 2012 amounted to \$67,226 for Justices of the Peace and \$49,326 for Constables or a combined \$116,552 annually. The Parish assumes costs related to C/JOP salaries in the same manner as if the C/JOPs are employees of Parish government covering personnel costs related to Medicare, Social Security, Retirement, health insurance, life insurance and unemployment insurance.</p> <p><u>Non- Personnel Benefits</u> - C/JOP budgets include expenses beyond salary, which may include office supplies, computer services, security, central telephone services, central printing, and training/travel. These costs on 2012 amounted to \$15,983.</p> <p><u>Fair Market Value (“FMV”) of Parish Office Space</u> – The FMV of Parish-owned property provided to 3 Justice Courts, as of 2015, was not considered in funding decisions or leasing space agreements. The combined annual FMV of the space is \$57,009.72, which over a 6 year term of a C/JOP amounted to \$342,058.32.</p>	
<p>Administration Response:</p> <p>Accepted, In-Part - The Parish Administrations response committed to review:</p>	

Salary - The \$20,400 a year salary for C/JOPs pursuant to La. R.S. 13:2589(A) for their handling of criminal matters . . . against salaries paid in parishes of similar size, based on population, area and density. ⁴

Personnel Benefits - The Parish Administration made a limited commitment to review expenditures in this area.⁵

Non-Personnel Benefits – The Parish will “recommend review of whether the optional reimbursement of travel and training fees pursuant to La. R.S. 13:2591(B) as well as the payment of other non-personnel expenses including office supplies, professional/technical services, and central telephone and printing should be continued.”⁶

Fair Market Value - “The Parish will recommend review as to whether the fair market value lease for such space occupied by the JOP courts should be assessed as rent.”⁷

Administration Action:

Salary – **Resolved.** The Parish did not opt to reduce funding, rather the Yenni Administration collaborated with the Parish Council to establish, via Resolution #134688, a foundation for the Parish to set the annual salaries at the existing \$20,400.⁸

Personnel Benefits – **Unresolved.** The Administration did not provide any documentation of a review in this area.

Non-Personnel Benefits – **Unresolved.** The Administration did not follow through with a study of non-personnel benefits.

Fair Market Value – **Resolved.** The Administration, via the Parish Attorney’s Office, implemented IGAs, where applicable, that included an assessment of annual fair market rental.⁹

Council Response:

No Response Filed

Council Action:

Salary – **Resolved.** The Council acted on Resolution #134688 as set forth further above.

Personnel Benefits – **None.**

Non-Personnel Benefits – **None.**

Fair Market Value – **Resolved.** The Council voted to execute the IGAs implemented between the Parish Attorney’s Office and each Justice Court occupying Parish Office Space.¹⁰

⁴ Attachment A: Parish Response, Finance Director T. Palmatier, dated 02/25/2015, p. 8.

⁵ Attachment A: Parish Response, Finance Director T. Palmatier, dated 02/25/2015, p. 8.

⁶ Attachment A: Parish Response, Finance Director T. Palmatier, dated 02/25/2015, p. 8.

⁷ Attachment A: Parish Response, Finance Director T. Palmatier, dated 02/25/2015, p. 9.

⁸ Attachment B: Council Resolution #134688.

⁹ Each IGA referenced La. Attorney General Opinion No. 00-408 which “provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court.”

¹⁰ Attachment C: IGAs.

Finding #2	Jefferson Parish is providing rent free office space to the 1st, 2nd, and 5th Justice Courts.
<p>In 2012, the JPOIG found that the cost to the Parish of providing rent free office space to the 1st, 2nd, and 5th Justice Courts in Parish owned buildings is estimated to be \$57,009.72 per year based on FMV.</p>	
<p>JPOIG Analysis and Comment: Since the original report has been released, the 1st, 2nd, 5th, and 7th Justice Courts occupy rent free office space. The Parish has implemented and executed IGAs with all 4 of these Justice Courts.¹¹ Within each of the IGAs the Parish identifies the location and annual fair market rental value of the space occupied. In addition, the IGAs cite La. Attorney General Opinion No. 00-408 as justification for offering the Justice Courts rent free office space.</p>	
<p>JPOIG Recommendation: The JPOIG recommended that the Parish ensure that any office space provided to Justice Courts be in the form of a Cooperative Endeavor Agreement (“CEA”). Further, the JPOIG recommended that the CEA state the FMV of the space in the agreement, and that any rent offset, full or partial, be identified.</p>	
<p>Administration Response: Accepted - “The Parish will recommend review as to whether the fair market value lease for such space occupied by the JOP courts should be assessed as rent.”¹²</p>	
<p>Administration Action: Resolved - The Administration, via the Parish Attorney’s Office, implemented IGAs with Justice Courts occupying Parish space citing La. Attorney General Opinion No. 00-408 to allow for rent free office space in addition to stating the annual fair market value within the IGA.¹³</p>	
<p>Council Response: No Response Filed</p>	
<p>Council Action: Resolved - The Council voted to execute the IGAs implemented between the Parish Attorney’s Office and each Justice Court occupying Parish office space.</p>	

¹¹ Attachment C: IGAs.

¹² Attachment A: Parish Response, Finance Director T. Palmatier, dated 02/25/2015, p. 9.

¹³ The referenced opinion related to office space provided by the City of Kenner to the 6th District JOP at no charge to the 6th District JOP. In assessing the issue, the Attorney General specifically articulated that the Louisiana Constitution prohibits things of value of any political subdivision, e.g. City of Kenner, from being loaned, pledged or donated to any other political subdivision, but the two “may engage in cooperative endeavors with each other” for a public purpose. The Attorney General recognized that the 6th District JOP was a separate political subdivision from the City of Kenner, but the Attorney General considered the facts that the JOP jurisdictional boundary overlay 80% of Kenner, the proposed JOP office space was within the boundaries of the 6th District, and the JOP executed several hundred arrest warrants for the City of Kenner Police Department under both state and city municipal charges. The Attorney General concluded that the City of Kenner may enter into a CEA with the 6th District JOP to provide office space at no charge to the C/JOP based upon facts presented. See Attachment C: IGAs.

Finding #3	The JPOIG was not able to verify any CEA or IGA's for the 1 st , 2 nd , and 5 th Justice Courts.
<p>In 2012, the JPOIG determined that:</p> <ul style="list-style-type: none"> • No CEA or IGA was located pertaining to the 1st Justice Court; • The JPOIG was unable to obtain a fully executed CEA for 2nd Justice Court; and • The JPOIG was unable to obtain a fully executed CEA for 5th Justice Court. 	
<p>JPOIG Analysis and Comment: The JPOIG was able to verify the fully executed IGAs for the 1st, 2nd, 5th, and 7th Justice Courts.¹⁴ Section 8 of the executed IGAs require that the Justice of the Peace submit a Certificate of Insurance with the IGA insuring the value of their contents and a policy of worker's compensation insurance insuring any employees in the office. The JPOIG was able to verify proof of insurance for the 1st and 5th Justice Courts. However, the Parish did not have any insurance policies on file for the 2nd and 7th Justice Courts.¹⁵</p>	
<p>JPOIG Recommendation: The JPOIG recommended that the Parish ensure that any office space provided to Justice Courts be in the form of a CEA. Further, the JPOIG recommended that the CEA state the FMV of the space in the agreement, and that any rent offset, full or partial, be identified.</p>	
<p>Administration Response: Accepted - The Parish Administration committed to "pursue execution of IGAs with the 1st, 2nd and 5th JOP courts for the office space provided to the same."¹⁶</p>	
<p>Administration Action: Resolved, in part - The Administration, via the Parish Attorney's Office, implemented IGAs with Justice Courts occupying Parish space. The Parish Attorney's Office retained fully executed IGAs between the Parish and the 1st, 2nd, 5th, and 7th Justice Courts.¹⁷</p>	
<p>Council Response: No Response Filed</p>	
<p>Council Action: Resolved - The Council voted to execute the IGAs implemented between the Parish Attorney's Office and each Justice Court occupying Parish Office Space.¹⁸</p>	

¹⁴ Attachment C: IGAs.

¹⁵ Attachment D: Email from Assistant Parish Attorney N. Tomba to JPOIG Special Agent J. Adolph, dated 08/20/2019.

¹⁶ Attachment A: Parish Response, Finance Director T. Palmatier, dated 02/25/2015, p. 9.

¹⁷ Attachment C: IGAs.

¹⁸ Attachment C: IGAs.

Finding #4	Jefferson Parish is providing employer contributions to certain participating Constables and Justices of the Peace with regard to retirement and benefits plans in the same manner as Parish Employees.
<p>The Parish assumes costs related to C/JOPs salaries in the same manner as if the C/JOPs are employees of Parish government covering personnel costs related to Medicare, Social Security, JP Employee Retirement System, Parochial Retirement System, health insurance, life insurance and unemployment insurance. In 2012, it was determined that the costs associated with personnel benefits amounted to \$116,551 annually.</p>	
<p>JPOIG Analysis and Comment: The JPOIG acknowledges that the C/JOPs are entitled to participate in the same personnel benefit plans as Parish employees. However, the Parish should not bear the financial burden of a political subdivision in regards to personnel benefit costs which cost the Parish approximately \$107,000 annually, as of 2019.¹⁹</p>	
<p>JPOIG Recommendation: The JPOIG recommended that the Parish Council review and revise, as is appropriate the discretionary salary and compensation currently afforded to the C/JOPs. The JPOIG further recommended that consideration be given to the state mandated funding levels, whether the Parish should provide and/or fund the employer share of any benefits offered, and whether discretionary funding should consider actual income levels as the disparity is great.</p>	
<p>Administration Response: Rejected - The Parish Administration did not specifically assert that it would conduct a review of the Parish providing employer contributions to C/JOPs with regards to personnel benefits in the same manner as Parish Employees. In its response, the Parish Administration asserted that C/JOPs “are employees of the Parish for purposes of eligibility to participate in the Parish’s insurance plan and in the parochial retirement system pursuant to La. 11:1921(A)(3)(a).”²⁰</p>	
<p>Administration Action: Unresolved. The Parish Finance Director indicated that funds allotted for the Offices of the JP’s and Constable’s are reviewed during the budget process each year.</p>	
<p>Council Response: No Response Filed</p>	
<p>Council Action: None</p>	

¹⁹ Attachment E: 2019 Budget Report.

²⁰ Attachment A: Parish Response, Finance Director T. Palmatier, dated 02/25/2015, p. 8.

Finding #5	Jefferson Parish receives no reimbursement from Constables and Justices of the Peace for the payment of employer benefits contributions paid by Jefferson Parish.
In 2012, the JPOIG determined that the Parish paid \$116,551 for the employer portion of personnel benefits to C/JOPs.	
<p>JPOIG Analysis and Comment: The JPOIG acknowledges that the Constables and Justices of the Peace are entitled to participate in the same personnel benefit plans as Parish employees. However, the Parish should not bear the burden of the political subdivision in regards to personnel benefit costs which cost the Parish approximately \$107,000 annually, as of 2019.²¹</p> <p>In addition, certain Justice Courts bring in significant income from charging fees for civil matters pursuant to La. R.S. 13:2590, which may be used to reimburse the Parish for expenses incurred on behalf of the Justice Courts.</p>	
<p>JPOIG Recommendation: The JPOIG recommended that the Parish Council review and revise, as is appropriate the discretionary salary and compensation currently afforded to the C/JOPs. The JPOIG further recommended that consideration be given to the state mandated funding levels, whether the Parish should provide and/or fund the employer share of any benefits offered, and whether discretionary funding should consider actual income levels as the disparity is great.</p>	
<p>Administration Response: Rejected - The Parish Administration did not specifically assert that it would conduct a review of whether the C/JOPs should reimburse the Parish for the employer portion of personnel benefits. In its response, the Parish Administration asserted that C/JOPs “are employees of the Parish for purposes of eligibility to participate in the Parish’s insurance plan and in the parochial retirement system pursuant to La. 11:1921(A)(3)(a).”²²</p>	
<p>Administration Action: Unresolved. The Parish Finance Director indicated that funds allotted for the Offices of the C/JOPs are reviewed during the budget process each year.</p>	
<p>Council Response: No Response Filed</p>	
<p>Council Action: None</p>	

²¹ Attachment E: 2019 Budget Report.

²² Attachment A: Parish Response, Finance Director T. Palmatier, dated 02/25/2015, p. 8.

Parish Response,
Finance Director T.
Palmatier, dated
02/25/2015





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JOHN F. YOUNG, JR.
PARISH PRESIDENT

JEFFERSON PARISH
DEPARTMENT OF FINANCE

TIMOTHY J. PALMATIER, JD, CPA
DIRECTOR

February 25, 2015

David McClintock
Jefferson Parish Inspector General
5401 Jefferson Hwy., Suite "C"
Jefferson, Louisiana 70123

RE: Investigation #2014-0029 Funding of Constables and Justices of the Peace

Dear Mr. McClintock:

Thank you for sending the above-referenced draft investigative report dated October 21, 2014. Thank you also for the discussion meetings following the draft report. Jefferson Parish welcomes the opportunity to address the issues raised in this draft report.

Please find enclosed the Parish's responses to the findings and recommendations. Jefferson Parish values any assistance in locating potential savings on behalf of the Jefferson Parish citizens. The Parish does, however, question the method of calculation for potential savings regarding its funding of Constables and Justices of the Peace. Your report projects a savings of \$444,537 per annum, or \$2,667,222 across 6 year terms if all legally permissive payments were discontinued. Our calculations suggest that the difference between the statutory minimum payments and the payments that are legal but discretionary is \$15,176 per annum, or \$91,056 across 6 year terms. We would ask that you clarify your calculations prior to releasing your report.

Further, Jefferson Parish acknowledges that it did not maintain adequate documentation of Inter-Governmental Agreements ("IGAs") regarding the use of Parish office space with the 1st, 2nd and 5th JOP courts. However, the current Administration has made great strides to correct those perceived deficiencies, as current protocols require fully-executed and authorized IGAs for use of all Parish properties.

I thank you again for the opportunity to provide the following material, information and responses to the findings and recommendations. The Administration is committed to promptly and thoroughly address the issues you have raised.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy J. Palmatier", written over a horizontal line.

Timothy J. Palmatier
Director of Finance

TJP/ah
Encl.

cc: Hon. John F. Young, Jr., Parish President
Council Chairman Elton M. Lagasse
Councilman Christopher L. Roberts
Councilman Ricky J. Templeton
Councilman Paul D. Johnston
Councilman Mark D. Spears, Jr.
Councilman E. "Ben" Zahn, III
Councilwoman Cynthia Lee-Sheng
Ms. Jennifer Van Vrancken, Chief Operating Officer
Mr. Jacques Molaison, Deputy Chief Operating Officer
Ms. Deborah C. Foshee, Parish Attorney

PARISH OF JEFFERSON RESPONSE TO INSPECTOR GENERAL'S DRAFT
INVESTIGATIVE REPORT OF OCTOBER 21, 2014

I. Overview

Jefferson Parish has reviewed the Parish Inspector General's ("IG") draft investigative report of October 21, 2014. Jefferson Parish appreciates the Office of the Inspector General's assistance to identify areas of potential cost savings to the Parish. However, Jefferson Parish questions the analysis used by the IG in the calculation of potential savings. First, Constables and Justices of the Peace ("JOP") are parochial officials/separate political subdivisions, not members of the judicial branch. Accordingly, their salaries are fixed by the Parish and they are eligible to participate in the Parish's employee insurance plan and the parochial retirement plan. Second, comparison of Jefferson Parish's Constable and JOP salaries of \$20,400 should only be to parishes of comparable size, by population, area and density (population divided by area). Third, in no case should the Constable and JOP salaries, which are specifically designed as compensation for criminal matters before the JOP courts, be considered against actual income, which includes fees collected in civil matters.

Additionally, Jefferson Parish has an obligation to act for the benefit of public health, safety, morals and general welfare of the Parish. The function of the Justice of the Peace Court furthers this concept by the operation of the court. Accordingly, the Parish is authorized to furnish buildings for the needs of the JOP court. Nonetheless, Jefferson Parish does acknowledge it did not maintain adequate documentation of Inter-Governmental Agreements ("IGA") regarding the use of Parish office space with the 1st, 2nd and 5th JOP courts. Since 2010, Jefferson Parish has made great strides in implementing document retention systems, and continues to develop additional checks and balances regarding same.

II. Response to Recommendations

1. Compensation to Constables and Justices of the Peace

The IG recommends "that the Parish Council review and revise, as is appropriate the non-mandatory salary and compensation currently afforded to Constables and JOPs [and] further recommend[s] that consideration be given to the state mandated funding levels, whether the Parish should provide and/or fund the employer share of any benefits offered, and whether non-mandated funding should consider actual income levels as the disparity is great." [OIG Report p. 15]. Jefferson Parish concurs that a review and revision of the salary and compensation currently afforded to Constables and JOPs may result in potential savings to the Parish. However, the Parish questions the analysis used by the IG in the calculation of and the extent of potential savings for the following reasons.

- a. *Constables and Justices of the Peace are parochial officials/separate political subdivisions, not members of the judicial branch. Accordingly, their salaries are fixed by the Parish and they are eligible to participate in the Parish's employee insurance plan and parochial retirement plan.*

The IG incorrectly states that the Constables and JOPs are "separate and apart from Parish government. Rather than a part of parish government, the courts and Constable[s] are part of the

court system, or the judicial branch” [OIG Report p. 2]. In fact, while JOPs are required to adhere to the Rules of Judicial Conduct pursuant to the Louisiana Supreme Court’s supervisory jurisdiction over all lower courts,¹ they are specifically excluded by Louisiana law from the judicial branch and instead clearly defined as *parochial officials/separate political subdivisions* authorized to perform governmental functions. La. R.S. 42:62 provides, in pertinent part:

(8) The judicial branch of state government includes all judges, employees and agents of the supreme court, the judicial administrator, courts of appeal, district courts, including the civil and criminal district courts of Orleans Parish, parish courts, city courts, juvenile and family courts, and any other judicial offices and instrumentalities of the state, but does not include judges or employees of courts not enumerated in this Paragraph.

(9) "Political subdivision" means a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions. In addition for the purposes of this Part, mayor's courts, justice of the peace courts, district attorneys, sheriffs, clerks of court, coroners, tax assessors, registrars of voters, and all other elected parochial officials shall be separate political subdivisions. (emphasis added).

Thus, Constables and JOPs are parochial officials/separate political subdivisions.

Accordingly, Constables and JOPs receive salaries that are fixed by the parish governing authority, not the state [OIG Report p.2]. The law concerning salaries for Constables and JOPs is found at La. R.S. 13:2589(A), which provides:

(1) Justices of the peace and constables shall receive no fees in criminal matters or in peace bond cases,² but in lieu thereof they shall receive such salaries as are fixed by the parish governing authority and paid by the parish, which salaries shall be graded, but which in no case shall be less than seventy-five dollars per month. This salary of not less than seventy-five dollars per month shall include and shall not be in addition to the amount of the salary provided for in R.S. 13:5802.

¹ La. Const. Art. V, §5(A) (1974). The IG’s mistaken assertion that JOPs are members of the judicial branch seems to come from reliance on disciplinary actions against justices of the peace in such matters as *In Re Wilkes*, 403 So.2d 35 (La. 1981) [OIG Report p. 4, n. 2]. However, Article V specifically subjects justices of the peace to the regulation of the State Legislature, not the Judiciary. La. Const. Art. V, §20 states:

Section 20. Mayors' courts and justice of the peace courts existing on the effective date of this constitution are continued, subject to change by law

Thus, the drafters’ intent of La. Const. Art. V, §20 was not to make justices of the peace constitutional judges, but to continue justice of the peace and mayors’ courts as statutory courts, subject to the power of the Legislature to regulate, restructure, maintain or abolish such offices. *In re Cedotal*, 97-1291 *4 (La. 02/06/98); 706 So.2d 1387, 1388.

² La. R.S. 13:2590.1(E) provides an exception for JOPs in East Baton Rouge and Jefferson Parishes for issuing peace bonds. In such matters, East Baton Rouge and Jefferson Parish JOPs may demand a fee not to exceed \$80, of which \$20 goes to the Clerk of Court with the remaining amount split evenly between the JOP and Constable, or \$25 each.

(2) Every justice of the peace and constable shall attend at least one of the Justice of the Peace Training Courses offered by the attorney general pursuant to R.S. 49:251.1 every other year, and a justice of the peace or constable who fails to do so shall not earn or receive the compensation provided in this Section, until he attends a course and receives a certificate of completion from the attorney general. (emphasis added).

Further, La. R.S. 13:2591(A) provides

(1) Every justice of the peace and every constable for each justice of the peace court in the state shall be paid by the state an additional salary equal to the amount paid justices of the peace and constables by their respective parishes, in no event to exceed one hundred dollars per month, provided funds are available and appropriated by the legislature. (emphasis added)

Thus, La. R.S. 13:2589 provides that the Parish has the authority to fix its Constable and JOP salaries with the proviso that it be set at a *minimum* statutory amount of \$900 per annum. On the other hand, La. R.S. 13:2591(A) merely provides a *maximum* state supplement of *up to \$1,200* per annum to the Constable and JOP salaries paid by the respective parishes, which supplement is contingent upon funding being available and appropriated by the legislature.

Next, the Parish questions the IG characterization of the *minimum* statutory salary of \$75 a month (or \$900 per annum) and the state supplement as a “mandatory” salary of \$1,800 per annum split equally between the state and parish and anything in excess of that figure as “non-mandatory” [OIG Report, p. 3-11]. This characterization omits the authority of the Parish pursuant La. R.S. 13:2589 to set its Constable and JOP salaries as well as its authority to grade said salaries based on the amount of work a particular JOP or constable performs for the parish. [OIG Report, pp. 3-5].

Finally, the Parish questions the IG characterization of all personnel benefits (including Medicare, FICA and unemployment insurance payments) paid by the Parish on behalf of Constables and JOPs as “non-mandatory” payments in calculating purported savings the Parish would realize if it paid only the “mandatory” \$900 per annum per Constable and JOP. [OIG Report, p. 5]. As discussed above, the parish fixes the salaries of Constables and JOPs pursuant to La. R.S. 13:2589 and they are considered employees of the parish, not members of the judicial branch, for purposes of Medicare, FICA and unemployment insurance,³ and which entitles them to participate in the parish employee insurance plan⁴ as well as to the parochial retirement system pursuant La. R.S. 11:1921(A)(3)(a).⁵ If, in fact, Constables and JOPs were members of

³ See IRS Publication 15 (Circular E) “Employer’s Tax Guide.”

⁴ La. Atty. Gen. Op. 84-313; La. Atty. Gen. Op. 84-399.

⁵ La. R.S. 11:1921(A)(3)(a) provides:

The membership of this system shall be composed of all employees not specifically excluded by the provisions of this Part, as follows: [. . .]

(3) (a) (i) Membership for elected officials of the parish, who are not eligible for membership in any other public retirement system in this state, shall be optional, and they shall have one year after taking the oath of office to elect to become members, provided they are otherwise eligible. No credit shall be given for any prior elected service.

the judicial branch as the IG contends, (1) their salaries would be set by the Judicial Compensation Commission and paid by the state, La. R.S. 13:50;⁶ and (2) they would be entitled to coverage under the state employee insurance, La. R.S. 13:691(B)(3),⁷ as well as to participate in the Louisiana State Employees Retirement System (LASERS) La. R.S. 11:511⁸ and 11:533.⁹

La. R.S. 11:1902(12)(b) provides:

"Employee" shall also mean a person employed by either the Police Jury Association of Louisiana, the Louisiana School Boards Association, or this retirement system *and elected officials of the governing authority of any parish covered by this Chapter*, and shall include members of school boards at their options. In any case of doubt, the board of trustees shall be the sole judge of who is an employee. (emphasis added).

See also, La. Atty. Gen. Op. 98-130.

⁶ La. R.S. 13:50 provides:

Pursuant to the Judicial Compensation Commission's report dated January 9, 2013:

- (1) (a) Effective July 1, 2013, the actual salary of the judges of the supreme court, courts of appeal, and district courts shall be increased as follows:
 - (i) Supreme court - five and one-half percent.
 - (ii) Courts of appeal - three and seven-tenths percent.
 - (iii) District courts - four percent.
- (b) The actual salary of the judges of the supreme court, courts of appeal, and district courts shall be increased by two and one-tenth percent on July first of 2014, 2015, 2016, and 2017.
- (2) (a) Effective July 1, 2013, the state-paid actual salary of the judges of city courts and parish courts shall be increased by four percent.
- (b) The state-paid actual salary of the judges of city courts and parish courts shall be increased by two and one-tenth percent on July first of 2014, 2015, 2016, and 2017.

⁷ La. R.S. 13:691(B) provides, in pertinent part:

B. No judge whose salary is provided for herein shall receive for his services as a judge, directly or indirectly, any additional salary, compensation, emolument, or benefit from the state or any of its political subdivisions except: [. . .]

- (3) Payment of premiums for health, medical, dental, and hospitalization insurance programs contributions to which shall be at the same rate as those paid by other state employees.

⁸ La. R.S. 11:511 provides:

- A. Notwithstanding anything in R.S. 11:413 to the contrary, the judges and court officers set forth in R.S. 11:553 who take office on and after July 1, 1983, shall become members of the Louisiana State Employees' Retirement System and be eligible to obtain credit in and transfer credit to the system, as set forth herein. Judges and court officers in office prior to July 1, 1983, shall continue to be governed by the law applicable to them prior to July 1, 1983.
- B. Beginning January 1, 2011, the provisions of this Subpart shall not be applicable to judges or court officers to whom R.S. 11:553 would otherwise apply but whose first employment making them eligible for membership in one of the state systems occurred on or after such date. Such persons shall continue to be members of the Louisiana State Employees' Retirement System but shall be subject to the provisions of this Chapter otherwise applicable to system members.

⁹ La. R.S. 11:533 provides:

This Subpart shall apply to all court officers enumerated in this Section whose first employment making them eligible for membership in one of the state systems occurred on or before December 31, 2010:

- (1) Justices of the Louisiana Supreme Court.

Additionally, the Parish notes that La. R.S. 13:2591(B) provides:

When the parish governing authority determines that funds are available, it may reimburse each justice of the peace and constable in the parish for expenses actually incurred by attending the Justice of the Peace Training Course, as authorized by R.S. 49:251.1. The allowance for mileage, lodging, meals, and related expenses shall be based on the rate of payment for travel expenses as set forth by the Division of Administration, and a written, itemized voucher shall be required in order to obtain reimbursement.

Thus, the Parish is authorized to reimburse travel and training for Constables and JOPs.

Accordingly, the Parish contends that the calculations of the IG of “non-mandatory” expenses in salaries and benefits and training and travel costs of \$436,036 per annum, or \$2,616,216 across 6 year election term are unsupported by Louisiana law [OIG Report, p. 5]. First, the OIG Report classifies the difference between the \$20,400 annual salary fixed by the Parish for its 8 Constables and 8 Justices of the Peace with an annual salary of \$900 to calculate a potential savings of \$312,002 per annum, or \$1,872,012 across 6 year terms in purported “non-mandatory” salary expenses. The OIG Report classifies payments for Medicare @ \$3,741 per annum, Social Security/FICA @ \$6,081 per annum, Parish Retirement System @ \$5,642 per annum, Parochial Retirement System @ \$28,330 per annum, Health Insurance @ \$64,063 per annum, Life Insurance @ \$388 per annum, Pension Factor @ \$7,073 per annum, and Unemployment Insurance @ \$1,234 per annum to calculate potential savings of \$116,552 per annum, or \$699,312 across 6 year terms, in purported “non-mandatory” personnel benefits. Additionally, the IG classifies Training and Traveling costs @7,482 per annum, or \$44,892

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- (2) The judicial administrator of the supreme court and his deputy or deputies.
 - (3) Judges of the courts of appeal.
 - (4) Judges of the district courts.
 - (5) Judges of the Civil District Court for the Parish of Orleans.
 - (6) Commissioners of the Civil District Court for the Parish of Orleans.
 - (7) Judges of the Criminal District Court for the Parish of Orleans.
 - (8) Magistrates of the magistrate section of the Criminal District Court for the Parish of Orleans.
 - (9) Commissioners of the magistrate section of the Criminal District Court for the Parish of Orleans.
 - (10) Judges of the juvenile courts for the parishes of East Baton Rouge, Orleans, Jefferson, and Caddo.
 - (11) Judges of the family court for the parish of East Baton Rouge.
 - (12) Judges of the first and second parish courts for the parish of Jefferson.
 - (13) Judges of the first and second city courts of New Orleans, Municipal Court of New Orleans and traffic courts of New Orleans.
 - (14) Judges of the various city courts now existing or hereafter created in this state.
 - (15) Judges of any parish court now existing or hereafter created in this state.
 - (16) The judicial administrator of the Criminal District Court for the Parish of Orleans and his deputy or deputies.
 - (17) The judicial administrator of the traffic courts for the parish of Orleans and each deputy of the administrator.
 - (18) The judicial administrator of the Fourth Judicial District Court for the parishes of Morehouse and Ouachita and his deputy or deputies.

across 6 year terms, to calculate potential savings in those amounts in purported “non-mandatory” non-personnel” benefits.

In fact, as demonstrated herein, the only Constable and JOP expenses for which the Parish has no clear and affirmative support in law to pay, and are thus wholly discretionary, are: (1) office supplies @ \$26 per annum (\$156 across 6 year terms); (2) professional/technical services @\$3,050 per annum for JOPs and \$1,410 per annum for constables (\$26,760 across 6 year terms); and (3) Central telephone service and printing charges @\$2,820 per annum (\$16,920 across 6 year terms). These wholly discretionary items total \$7,306 per annum or \$43,836 across 6 year term. Including items for which statutory authority exists, but which are still discretionary, which are payment of life insurance (\$388), and travel/training expenses (\$7,482), the total potential savings from all legal but discretionary payments total \$15,176 per annum or \$91,056 across 6 year terms.

- b. *Comparison of Jefferson Parish’s Constable and Justice of the Peace salary of \$20,400 should only be to parishes of comparable size, by population, area and density.*

The Parish questions the IG’s comparison of its Constable and JOP salaries to all parishes in the state that have JOP courts rather than only to parishes of similar size based on population, area and density (population divided by area). The IG compares the Jefferson Parish annual Constable and JOP salary of \$20,400 to the average of all 63 parishes statewide of \$3,576.

As cited above, La. R.S. 13:2589(A) provides that Constable and JOP salaries be fixed by the parish governing authority and paid by the parish *in lieu of* receiving fees in criminal matters. Accordingly, the amount of salaries fixed by the parish governing authorities should take into account the amount of criminal matters handled by JOP courts in its parish. Thus, the Parish contends that the annual Constable and JOP salary of \$20,400 should only be compared to parishes of comparable size, by population, area and density (population divided by area).

Jefferson Parish is one of the largest parishes in the state based on population and density. Using figures from the 2010 US Census, Jefferson Parish has a population of 432,552, an area covering 306 square miles and a density of 1,413.6. East Baton Rouge parish has a population of 440,178, an area covering 456 square miles and a density of 965.3. Ascension Parish has a population of 114,383, an area covering 303 square miles and a density of 377.50¹⁰ East Baton Rouge pays its JOPs and constables an annual salary of \$3,600. Ascension Parish pays its JOPs and constables an annual salary \$14,400. A comparison of the salaries of only the larger parishes, by population and density, is more likely to gauge equitable compensation for the criminal matters before the justice courts than a comparison that includes parishes with populations of less than 25,000 people, an area covering in excess of 600 square miles and a density of less than 32.¹¹

¹⁰ Using the 2010 US Census figures, Orleans parish has a population of 343,829, an area covering 181 square miles and a density of 1,899.6. However, Orleans parish does not have justices of the peace.

¹¹ According to the 2010 US Census, at least 14 parishes have populations of less than 25,000 and a density of less than 32: Allen, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, Grant, La Salle, Madison, Red River, Sabine, Tensas and Union. Of those, only 1 (Concordia) sets their C/JOP salaries at the statutory minimum of \$75 per month.

- c. *In no case should the Constable and Justice of the Peace salaries, which are specifically designed as compensation for criminal matters before the JOP courts, be considered against actual income, which includes fees collected in civil matters.*

Again, as cited above, La. R.S. 13:2589(A) provides that Constable and JOP salaries be fixed by the parish governing authority and paid by the parish *in lieu of* receiving fees in criminal matters. Additionally, La. R.S. 13:2586 prohibits JOPs from collecting any civil fees other than those scheduled pursuant to statute. La. R.S. 13:2590¹² enumerates the filing fees and deposits justice

¹² La. R.S. 13:2590 provides:

A. A justice of the peace may demand and receive up to the following amounts and no others for filings and services in civil matters:

- (1) New suit: one hundred dollars, and twenty dollars per additional defendant.
- (2) Eviction proceeding: one hundred dollars, and twenty dollars per additional defendant.
- (3) Writ of execution: forty dollars, and twenty dollars per additional defendant.
- (4) Appointment of keeper/curator: sixty dollars, plus storage cost if necessary.
- (5) Writ of sequestration: thirty dollars, and twenty dollars per additional defendant.
- (6) Motion and order to show cause (leased movables): sixty dollars, and twenty dollars per additional defendant.
- (7) Petition to make judgment executory (except garnishment): sixty dollars, and twenty dollars per additional defendant.
- (8) Reconventional or third-party demand; cross-claim; intervention: thirty dollars, and twenty dollars per additional party.
- (9) Writ of fieri facias and execution: sixty dollars, and twenty dollars per additional defendant.
- (10) Garnishment, writ of attachment through garnishment: sixty dollars, and twenty dollars per additional defendant, plus fifteen dollars for attorney answering any interrogatories.
- (11) Service of garnishment pleadings and order on defendant when garnishee is a financial institution: forty dollars, and twenty dollars per additional defendant.
- (12) Interrogatories to be served: forty dollars, and twenty dollars per additional party.
- (13) Motion for new trial: forty dollars, and twenty dollars per additional party.
- (14) Petition for deficiency judgment (executory process): eleven dollars and fifty cents, and forty dollars for one defendant, and twenty dollars per additional defendant.
- (15) Reissuance of citation and petition: forty dollars, and twenty dollars per additional defendant.
- (16) Request for admissions to be served: forty dollars, and twenty dollars per additional party.
- (17) Rule to show cause: forty dollars, and twenty dollars per additional party.
- (18) Supplemental or amended pleading: thirty dollars, and twenty dollars per additional party.
- (19) Motion to amend judgment: thirty dollars, and twenty dollars per additional party.
- (20) Judgment debtor rule: eighty dollars, and twenty dollars per additional defendant.
- (21) Motion for summary judgment: forty dollars, and twenty dollars per additional party.
- (22) Subpoena or subpoena duces tecum: forty dollars.
- (23) Service of judgment: twenty dollars per party.
- (24) Service of private process server: twenty dollars per party served.
- (25) Act of congress: eleven dollars, and twenty dollars per additional party.
- (26) Certified copies: one dollar per page.
- (27) Copy of prepared transcript: fifty cents per page.
- (28) Preparation of transcript: one dollar per page.
- (29) Motion or petition for appeal: twenty dollars.
- (30) Additional service of process: twenty dollars per service.
- (31) Notice of seizure in garnishment: twenty dollars.
- (32) Any other pleading or motion not listed, thirty dollars.

of the peace court may collect in 31 specific civil matters and provides that such fees and deposits are to be divided fifty-fifty between the JOPs and Constables for fees and operational expenses of their offices. In addition to this fee schedule, La. R.S. 13:2588 states that a JOP may charge a “usual and customary fee” for performing marriage ceremonies.

Accordingly, the salary fixed by Jefferson Parish of \$20,400 for Constables and JOPs are to compensate them for their cases involving criminal matters, not for civil matters. There is no authority for the Parish to calculate salaries designed to compensate Constables and JOPs for their handling of criminal matters without fees based on the fees they collect in handling civil matters or for performing marriage ceremonies. The fact that some JOP courts handle large volumes of civil matters in an efficient enough manner to collect a substantial amount of civil fees pursuant to La. R.S. 13:2590 has no impact on the salary fixed by the Parish pursuant to La. R.S. 13:2589 for the handling of criminal matters. Notwithstanding that such a statutory compensation provision when examined in total compensation received may raise the appearance of a need for review, the remedy is vested in the state legislature, not local government.

Parish Action Plan

Jefferson Parish will recommend that the \$20,400 a year salary for Constables and JOPs pursuant to La. R.S. 13:2589(A) for their handling of criminal matters be reviewed against salaries paid in parishes of similar size, based on population, area and density. The amount of civil fees collected by particular JOP courts will not be considered in this review as one has no impact on the other. Further, Jefferson Parish will also recommend review of whether the optional reimbursement of travel and training fees pursuant to La. R.S. 13:2591(B) as well as payment of other non-personnel expenses including office supplies, professional/technical services, and central telephone and printing should be continued. Such reviews will include the consideration that (1) the Constables and JOPs are parochial officials/separate political subdivisions, not members of the judicial branch; (2) that the parish has the authority to fix the salaries for its Constables and JOPs, not the state pursuant to La. R.S. 13:2589(A); and (3) that they are employees of the Parish for purposes of eligibility to participate in the Parish’s insurance plan and in the parochial retirement system pursuant to La. 11:1921(A)(3)(a).

2. Inter-Governmental Agreements

The IG recommends that the Parish “ensure any office space provided to Constables and JOPs be in the form of a formally adopted and fully executed Inter-Governmental Agreement (“IGA”) prior to space being occupied. Further, that the IGA state the fair market value and the manner in which that value will be assessed throughout the term of the agreement, that any rent

B. Fifty percent of each fee and deposit shall be retained by the justice of the peace for fees and operational expenses of the office and court and fifty percent of the fees and deposits shall be used for fees and operational expenses of the ward constable's office.

C. Except when the plaintiff is relieved from the necessity of paying costs or furnishing security therefor, under Articles 5181 through 5188 of the Code of Civil Procedure or under R.S. 13:4521, a justice of the peace may demand that the plaintiff provide costs in advance.

offset, full or partial, be set forth, and that in event of a rent offset the commensurate value be clearly stated.” Jefferson Parish acknowledges it did not maintain adequate documentation of IGAs regarding office space provided to Constables and JOPs. Since 2010, Jefferson Parish has made great strides to address document retention issues with new policies and procedures.

However, Jefferson Parish notes that the Louisiana Attorney General has stated that parish governing authorities may furnish space in municipal buildings for the needs of the JOP court free of charge. La. Atty. Gen. Ap. 00-408. The Attorney General’s opinion is based on the fact that the Parish has an obligation to act for the benefit of public health, safety, morals and general welfare of the municipality, and the function of the Justice of the Peace Court furthers this concept by the operation of the court. La. Atty. Gen. Ap. 00-408.

Parish Action Plan

As part of Jefferson Parish’s continued effort to address document retention issues, the Parish will pursue execution of IGAs with the 1st, 2nd and 5th JOP courts for the office space provided to same. Further, Jefferson Parish will implement policies that will ensure such IGAs are formally executed prior to space being occupied.

The Parish will recommend review as to whether the fair market value lease for such space occupied by the JOP courts should be assessed as rent. However, this review will take into consideration that (1) the Parish has an obligation to act for the benefit of public health, safety, morals and general welfare of the Parish; (2) the function of the Justice of the Peace Court furthers this concept and (3) based on Louisiana Attorney General Opinion No. 00-408, the Parish may furnish buildings for the needs of the JOP court without charge.

Council Resolution
#134688



On motion of **Mr. Conley**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 134688

A resolution authorizing the Parish Council to set the annual salaries of the Jefferson Parish Justices of the Peace and Constables at \$20,400.00 in the annual budget ordinance. (Parishwide)

WHEREAS, the Jefferson Parish Office of the Inspector General recommended in Investigative Report 2014-0029 that the Parish review the salaries paid to Justices of the Peace and Constables for handling criminal matters;

WHEREAS, Justices of the Peace and Constables “shall receive no fees in criminal matters or in peace bond cases, but in lieu thereof they shall receive such salaries as are fixed by the parish governing authority and paid by the parish”. See La. R.S. 13:2589(A);

WHEREAS, the salary of Justices of the Peace and Constables is presently fixed at \$20,400 per year in lieu of fees for presiding over criminal matters;

WHEREAS, the salaries paid to the Justices of the Peace and Constables of Jefferson Parish are comparable to those received in parishes of comparable size considering factors of, inter alia, population, territorial jurisdiction, population density (population divided by area) and cost per citizen;

WHEREAS, each Justice of the Peace and Constable must fund the operations of his office and court from this salary and court costs;

WHEREAS, Jefferson Parish has an obligation to act for the benefit of public health, safety, moral and general welfare of Jefferson Parish and the functions of the Justice of the Peace courts and Constables further the satisfaction of that obligation;

WHEREAS, La. Const. Art. V, Section 21 provides the “compensation of a judge shall not be decreased during the term for which he is elected”;

WHEREAS, the present term of Justices of the Peace and Constables expires December 31, 2020; and,

WHEREAS, the parish-paid salary to a justice peace and constable is considered during each and every annual budget process and Ordinance adopting the annual budget each and every year;

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the salaries for the positions of Justice of the Peace and Constable for duties in lieu of fees for presiding over criminal matters be set each year in the annual budget ordinance.

SECTION 2. That the Chairwoman or, in her absence, the Vice-Chairman is authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 6 NAYS: None ABSENT: None ABSTAIN: Spears

This resolution was declared to be adopted on this the **6th day of November, 2019.**

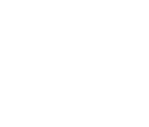
THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

IGAs



**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
JUSTICE OF THE PEACE FIRST DISTRICT COURT**

THIS AGREEMENT for and of Intergovernmental Cooperation and Joint Endeavor is made and entered into on this the 15th day of June, 2015, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Christopher L. Roberts, Council Chairman of the Jefferson Parish Council, the PARISH's governing authority, duly authorized to act pursuant to Resolution No. 124960 adopted on the 13th day of May, 2015, and Justice of the Peace First District Court of Jefferson Parish, Louisiana, (hereinafter, referred to as the "JUSTICE OF THE PEACE") herein represented by Vernon J. Wilty, III, in his capacity as Justice of the Peace First Justice Court of Jefferson Parish, Louisiana and Jonathan Liberto, in his capacity as Constable for the Justice of the Peace First Justice Court of Jefferson Parish, Louisiana. PARISH and the JUSTICE OF THE PEACE may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WITNESSETH

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, the PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements and intergovernmental agreements; and

WHEREAS, the JUSTICE OF THE PEACE is a statutorily-created court of the State of Louisiana with the statutory authority to contract, including entering into intergovernmental agreements and is a political subdivision pursuant to La. Rev. Statute 42:62(9); and

WHEREAS, the PARISH, pursuant to Jefferson Parish Charter Section 1.01(5) desires to cooperate with the JUSTICE OF THE PEACE for the benefit of all citizens of Jefferson Parish; and

WHEREAS, La. Attorney General Opinion No. 00-408 provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court; and

WHEREAS, pursuant to La. Rev. Statute 13:2604, court must be held within the territorial jurisdiction in which the JUSTICE OF THE PEACE represents; and

WHEREAS, the space provided pursuant to this Agreement is located at 200 Derbigny Street, Suite 2100, Gretna, Louisiana, in the First District, where Vernon J. Wilty, III currently serves as the Justice of the Peace and Jonathan Liberto serves as the Constable; and

WHEREAS, the public purpose of the Project is described as: providing office space for the JUSTICE OF THE PEACE for the First Justice Court of Jefferson Parish, Louisiana, and thereby servicing the interests and needs of the citizens of Jefferson Parish through the business conducted by the Office of the Justice of the Peace and the handling of peace bonds for the Justice of the Peace First District Court and all associated services provided by the Justice of the Peace and the Constable; and

WHEREAS, the PARISH has a reasonable expectation of receiving the value from the Justice of the Peace in cash, services and/or benefits, which is at least equivalent to the fair market value of the leased office space provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW THEREFORE, the JUSTICE OF THE PEACE and the PARISH, for the consideration and conditions hereafter set forth, do hereby enter into this Agreement as follows:

AGREEMENT

1) SERVICES.

- a) **The PARISH agrees to provide the JUSTICE OF THE PEACE with office space in a mutually agreed upon location within 200 Derbigny Street, Suite 2100, Gretna, Louisiana. The annual fair market rental value of this use is \$29,280.00/year.**
- b) **The JUSTICE OF THE PEACE agrees to conduct business of the Office of the Justice of the Peace and handle peace bond hearings for the Justice of the Peace First District Court of Jefferson Parish during the JUSTICE OF THE PEACE's term.**

2) TERM.

- a) Except in the case of earlier termination, as hereafter specifically provided, the term of this contract shall be retroactive to the date of occupancy and shall run concurrent with the JUSTICE OF THE PEACE's term for the First District Court of Jefferson Parish, Louisiana.

3) FINANCIAL MATTERS.

a) Appropriation Dependency.

- a) Agreement is contingent upon the appropriation of funds by the PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to the PARISH except for payments which have been earned prior to the termination date.
- b) Termination of this Agreement by the PARISH under the provision of this section shall not constitute an event of default.
- c) The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish

Council believes to be in the best interests of the PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

4) RECORDS, ACCOUNTS AND REPORTS.

a) Books and Records.

- a) JUSTICE OF THE PEACE shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the PARISH, within Jefferson Parish for a period not to exceed three (3) years after termination of this Agreement.
- b) JUSTICE OF THE PEACE shall permit the PARISH and the PARISH's agents from time-to-time, within forty-eight (48) hours written notice, to inspect, copy and audit during JUSTICE OF THE PEACE's normal business office hours, the books and records pertaining to the services provided under this Agreement. PARISH's right to audit, inspect, and make copies of JUSTICE OF THE PEACE's records shall be at the sole expense of the PARISH.

b) Periodic and/or Annual Reports.

- a) At any time, the PARISH may request that the JUSTICE OF THE PEACE, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this Agreement, in the previous fiscal year, prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

5) TERMINATION OR SUSPENSION.

- a) The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by the PARISH; but this Agreement may be terminated under any or all of the following conditions:
 - a) By mutual agreement and consent of the PARTIES hereto;
 - b) The PARISH may terminate this Agreement for cause based upon the failure of the JUSTICE OF THE PEACE to comply with the terms and/or conditions of the Agreement, provided that the PARISH shall give the JUSTICE OF THE PEACE written notice specifying JUSTICE OF THE PEACE's failure;
 - c) The PARISH or the JUSTICE OF THE PEACE may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other PARTY.

6) NOTICE.

- a) Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

PARISH:

**Christopher L. Roberts
Council Chairman
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053
Phone No.: (504) 364-2626**

JUSTICE OF THE PEACE:

**Justice of the Peace First District Court
Vernon J. Wilty, III
200 Derbigny Street, Suite 2100
Gretna, Louisiana 70053
Phone No.: (504) 364-2760**

- b) Written notices hereunder delivered personally shall be deemed communicated as of actual receipt.
- c) Mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

7) INDEMNIFICATION.

- a) JUSTICE OF THE PEACE shall indemnify and hold harmless the PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any PARTY, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by the JUSTICE OF THE PEACE, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by JUSTICE OF THE PEACE under this Agreement.
- b) JUSTICE OF THE PEACE hereby agrees to indemnify the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. JUSTICE OF THE PEACE further agrees to pay all reasonable expenses and attorney's fees incurred by the PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8) INSURANCE.

- a) A Certificate of Insurance will be provided and attached with the Intergovernmental Agreement of proof that the JUSTICE OF THE PEACE is insured for the value of his contents, and that he has a policy of workman's compensation insurance insuring any employees in his office.

9) GENERAL.

- a) **Jurisdiction.**
 - a) This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes, shall be interpreted in its entirety in accordance with the laws of said State.
 - b) The JUSTICE OF THE PEACE hereby agrees and consents to the jurisdiction of the

courts of the State of Louisiana over its person.

- c) The PARISH and the JUSTICE OF THE PEACE hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this Agreement shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

b) Inspector General.

- a) It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).
- b) By signing this document, every corporation, partnership, or person contracting with the PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

c) Entire Agreement.

- a) This Agreement represents the entire Agreement between the PARISH and the JUSTICE OF THE PEACE, and supersedes all prior negotiations, representations or Agreements, either written or oral.

d) Amendments.

- a) This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both the PARISH and the JUSTICE OF THE PEACE.

e) Severability.

- a) If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted.
- b) Such amendment or deletion will not affect the validity of any other provision of this Agreement.

f) Assignment.

- a) This Agreement shall not be assigned or subcontracted in whole or in part by JUSTICE OF THE PEACE as to the services to be performed hereunder without the written consent of the PARISH.

For the consideration and under the conditions set forth above, the PARTIES agree to perform the specified services stated above.

This Agreement is executed in four (4) originals on the day, month, and year first above written.

[This section intentionally left blank. Signature page to follow.]

WITNESSES:

Norma Linder
Print Name: Norma Linder

Ann H. Guidry
Print Name: Ann H. Guidry

PARISH OF JEFFERSON

BY: *[Signature]*
Christopher L. Roberts
Council Chairman
Jefferson Parish Council

WITNESSES:

Cynthia P. Taylor
Print Name: CYNTHIA P. TAYLOR

Michael Coyes
Print Name: Michael Coyes

JUSTICE OF THE PEACE FIRST DISTRICT COURT

BY: *[Signature]*
Vernon J. Wilty, III, in his capacity as
Justice of the Peace, First District Court

BY: *[Signature]*
Jonathan Liberto, in his capacity as
Constable, First District Court

On motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 124960

A resolution authorizing and ratifying an Intergovernmental Agreement between Jefferson Parish and Justice of the Peace First District Court of Jefferson Parish Louisiana, for the use and occupancy of office space in a mutually agreed upon location within 200 Derbigny Street, Suite 2100, Gretna, Louisiana 70053, for a term concurrent with Vernon J. Wilty, III's term as Justice of the Peace, First District Justice Court of Jefferson Parish Louisiana. (Council District 1)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, the Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements and intergovernmental agreements; and

WHEREAS, the Justice of the Peace is a statutorily-created court of the State of Louisiana with the statutory authority to contract, including entering into intergovernmental agreements and is a political subdivision pursuant to La. Rev. Statute 42:62(9); and

WHEREAS, the Parish, pursuant to Jefferson Parish Charter Section 1.01(5) desires to cooperate with the Justice of the Peace for the benefit of all citizens of Jefferson Parish; and

WHEREAS, La. Attorney General Opinion No. 00-408 provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court; and

WHEREAS, pursuant to La. Rev. Statute 13:2604, court must be held within the territorial jurisdiction in which the Justice of the Peace represents; and

WHEREAS, the space provided pursuant to this Agreement is located at 200 Derbigny Street, Suite 2100, Gretna, Louisiana, in the First District, where Vernon J. Wilty, III currently serves as the Justice of the Peace and Jonathan Liberto serves as the Constable; and

WHEREAS, the public purpose of the Project is described as: providing office space for the Justice of the Peace for the First Justice Court of Jefferson Parish, Louisiana, and thereby servicing the interests and needs of the citizens of Jefferson Parish through the business conducted by the Office of the Justice of the Peace and the handling of peace bonds for the Justice of the Peace First District Court and all associated services provided by the Justice of the Peace and the Constable; and

WHEREAS, the Parish has a reasonable expectation of receiving the value from the Justice of the Peace in cash, services and/or benefits, which is at least equivalent to the fair market value of the leased office space provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of the Parish:

SECTION 1. That an Intergovernmental Agreement between Jefferson Parish and Justice of the Peace First District Court of Jefferson Parish Louisiana, for the use

and occupancy of office space in a mutually agreed upon location within 200 Derbigny Street, Suite 2100, Gretna, Louisiana 70053, for a term concurrent with Vernon J. Wilty, III's term as Justice of the Peace, First District Justice Court of Jefferson Parish Louisiana, is hereby authorized and ratified.

SECTION 2. That the insurance term of the Intergovernmental Agreement shall read, "A Certificate of Insurance will be provided and attached with the Intergovernmental Agreement of proof that Vernon J. Wilty, III is insured for the value of his contents, and that he has a policy of workman's compensation insurance insuring any employees in his office."

SECTION 3. That no Jefferson Parish money be expended under this Agreement.

SECTION 4. That the Council Chairman, or in his absence the Vice-Chairman, is authorized to execute any and all documents required to carry out the provisions of this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 13th day of May, 2015.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

AN INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
JUSTICE OF THE PEACE SECOND DISTRICT COURT

THIS AGREEMENT for and of Intergovernmental Cooperation and Joint Endeavor is made and entered into on this the 8th day of July, 2015, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Christopher L. Roberts, Council Chairman of the Jefferson Parish Council, the PARISH's governing authority, duly authorized to act pursuant to Resolution No. 124966, adopted on the 13th day of May, 2015, and Justice of the Peace Second District Court of Jefferson Parish, Louisiana, (hereinafter, referred to as the "JUSTICE OF THE PEACE") herein represented by Patrick H. Dejean, in his capacity as Justice of the Peace Second Justice Court of Jefferson Parish, Louisiana and Wayne N. Nocito, in his capacity as Constable for the Justice of the Peace Second Justice Court of Jefferson Parish, Louisiana. PARISH and the JUSTICE OF THE PEACE may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WITNESSETH

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, the PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements and intergovernmental agreements; and

WHEREAS, the JUSTICE OF THE PEACE is a statutorily-created court of the State of Louisiana with the statutory authority to contract, including entering into intergovernmental agreements and is a political subdivision pursuant to La. Rev. Statute 42:62(9); and

WHEREAS, the PARISH, pursuant to Jefferson Parish Charter Section 1.01(5) desires to cooperate with the JUSTICE OF THE PEACE for the benefit of all citizens of Jefferson Parish; and

WHEREAS, La. Attorney General Opinion No. 00-408 provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court; and

WHEREAS, pursuant to La. Rev. Statute 13:2604, court must be held within the territorial jurisdiction in which the JUSTICE OF THE PEACE represents; and

WHEREAS, the space provided pursuant to this Agreement is located at 1887 Ames Boulevard, Marrero, in the Second District, where Patrick H. Dejean currently serves as the Justice of the Peace and Wayne J. Nocito serves as the Constable; and

WHEREAS, the public purpose of the Project is described as: providing office space for the JUSTICE OF THE PEACE for the Second Justice Court of Jefferson Parish, Louisiana, and thereby servicing the interests and needs of the citizens of Jefferson Parish through the business conducted by the Office of the Justice of the Peace and the handling of peace bonds for the Justice of the Peace Second District Court and all associated services provided by the Justice of the Peace and the Constable; and

WHEREAS, the PARISH has a reasonable expectation of receiving the value from the Justice of the Peace in cash, services and/or benefits, which is at least equivalent to the fair market value of office space provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW THEREFORE, the JUSTICE OF THE PEACE and the PARISH, for the consideration and conditions hereafter set forth, do hereby enter into this Agreement as follows:

AGREEMENT

1) SERVICES.

- a) **The PARISH agrees to provide the JUSTICE OF THE PEACE with office space in a mutually agreed upon location within 1887 Ames Boulevard, Marrero, Louisiana. The annual fair market rental value of this use is \$17,120.00/year.**
- b) **The JUSTICE OF THE PEACE agrees to conduct business of the Office of the Justice of the Peace and handle peace bond hearings for the Justice of the Peace Second District Court of Jefferson Parish during the JUSTICE OF THE PEACE's term.**

2) TERM.

- a) Except in the case of earlier termination, as hereafter specifically provided, the term of this contract shall be retroactive to the date of occupancy and shall run concurrent with the JUSTICE OF THE PEACE's term for the Second District Court of Jefferson Parish, Louisiana.

3) FINANCIAL MATTERS.

a) Appropriation Dependency.

- a) Agreement is contingent upon the appropriation of funds by the PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to the PARISH except for payments which have been earned prior to the termination date.
- b) Termination of this Agreement by the PARISH under the provision of this section shall not constitute an event of default.
- c) The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish

Council believes to be in the best interests of the PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

4) RECORDS, ACCOUNTS AND REPORTS.

a) Books and Records.

- a) JUSTICE OF THE PEACE shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the PARISH, within Jefferson Parish for a period not to exceed three (3) years after termination of this Agreement.
- b) JUSTICE OF THE PEACE shall permit the PARISH and the PARISH's agents from time-to-time, within forty-eight (48) hours written notice, to inspect, copy and audit during JUSTICE OF THE PEACE's normal business office hours, the books and records pertaining to the services provided under this Agreement. PARISH's right to audit, inspect, and make copies of JUSTICE OF THE PEACE's records shall be at the sole expense of the PARISH.

b) Periodic and/or Annual Reports.

- a) At any time, the PARISH may request that the JUSTICE OF THE PEACE, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this Agreement, in the previous fiscal year, prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

5) TERMINATION OR SUSPENSION.

- a) The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by the PARISH; but this Agreement may be terminated under any or all of the following conditions:
 - a) By mutual agreement and consent of the PARTIES hereto;
 - b) The PARISH may terminate this Agreement for cause based upon the failure of the JUSTICE OF THE PEACE to comply with the terms and/or conditions of the Agreement, provided that the PARISH shall give the JUSTICE OF THE PEACE written notice specifying JUSTICE OF THE PEACE's failure;
 - c) The PARISH or the JUSTICE OF THE PEACE may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other PARTY.

6) NOTICE.

- a) Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

PARISH: Christopher L. Roberts
Council Chairman
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053
Phone No.: (504) 364-2626

JUSTICE OF THE PEACE: Justice of the Peace Second District Court
Patrick H. Dejean
1887 Ames Boulevard
Marrero, Louisiana 70072
Phone No.: (504) 349-5407

- b) Written notices hereunder delivered personally shall be deemed communicated as of actual receipt.
- c) Mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

7) INDEMNIFICATION.

- a) JUSTICE OF THE PEACE shall indemnify and hold harmless the PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any PARTY, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by the JUSTICE OF THE PEACE, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by JUSTICE OF THE PEACE under this Agreement.
- b) JUSTICE OF THE PEACE hereby agrees to indemnify the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. JUSTICE OF THE PEACE further agrees to pay all reasonable expenses and attorney's fees incurred by the PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8) INSURANCE.

- a) A Certificate of Insurance will be provided and attached with the Intergovernmental Agreement of proof that the JUSTICE OF THE PEACE is insured for the value of his contents, and that he has a policy of workman's compensation insurance insuring any employees in his office.

9) GENERAL.

a) Jurisdiction.

- a) This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes, shall be interpreted in its entirety in accordance with the laws of said State.
- b) The JUSTICE OF THE PEACE hereby agrees and consents to the jurisdiction of the

courts of the State of Louisiana over its person.

- c) The PARISH and the JUSTICE OF THE PEACE hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this Agreement shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

b) Inspector General.

- a) It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).
- b) By signing this document, every corporation, partnership, or person contracting with the PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

c) Entire Agreement.

- a) This Agreement represents the entire Agreement between the PARISH and the JUSTICE OF THE PEACE, and supersedes all prior negotiations, representations or Agreements, either written or oral.

d) Amendments.

- a) This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both the PARISH and the JUSTICE OF THE PEACE.

e) Severability.

- a) If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted.
- b) Such amendment or deletion will not affect the validity of any other provision of this Agreement.

f) Assignment.

- a) This Agreement shall not be assigned or subcontracted in whole or in part by JUSTICE OF THE PEACE as to the services to be performed hereunder without the written consent of the PARISH.

For the consideration and under the conditions set forth above, the PARTIES agree to perform the specified services stated above.

This Agreement is executed in four (4) originals on the day, month, and year first above written.

[This section intentionally left blank. Signature page to follow.]

WITNESSES:

PARISH OF JEFFERSON

Karen B. Dejean
Print Name: KAREN B. DEJEAN

Gail LeNormand
Print Name: GAIL LENORMAND

WITNESSES:

Gabriella Leonart
Print Name: Gabriella Leonart

Deputy Bobby Dook
Print Name: Bobby DOOK

BY: Christopher L. Roberts
Christopher L. Roberts
Council Chairman
Jefferson Parish Council

JUSTICE OF THE PEACE SECOND DISTRICT COURT

BY: Patrick H. Dejean
Patrick H. Dejean, in his capacity as
Justice of the Peace, Second District Court

BY: Wayne Nocito
Wayne Nocito, in his capacity as
Constable, Second District Court

On motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 124966

A resolution authorizing and ratifying an Intergovernmental Agreement between Jefferson Parish and Justice of the Peace Second District Court, Jefferson Parish Louisiana, for the use and occupancy of office space in a mutually agreed upon location within 1887 Ames Boulevard, Marrero, Louisiana 70072, for a term concurrent with Patrick Dejean's term as Justice of the Peace, Second District Justice Court of Jefferson Parish Louisiana. (Council District 3)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, the Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements and intergovernmental agreements; and

WHEREAS, the Justice of the Peace is a statutorily-created court of the State of Louisiana with the statutory authority to contract, including entering into intergovernmental agreements and is a political subdivision pursuant to La. Rev. Statute 42:62(9); and

WHEREAS, the Parish, pursuant to Jefferson Parish Charter Section 1.01(5) desires to cooperate with the Justice of the Peace for the benefit of all citizens of Jefferson Parish; and

WHEREAS, La. Attorney General Opinion No. 00-408 provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court; and

WHEREAS, pursuant to La. Rev. Statute 13:2604, court must be held within the territorial jurisdiction in which the Justice of the Peace represents; and

WHEREAS, the space provided pursuant to this Agreement is located at 1887 Ames Boulevard, Marrero, in the Second District, where Patrick H. Dejean currently serves as the Justice of the Peace and Wayne J. Nocito serves as the Constable; and

WHEREAS, the public purpose of the Project is described as: providing office space for the Justice of the Peace for the Second Justice Court of Jefferson Parish, Louisiana, and thereby servicing the interests and needs of the citizens of Jefferson Parish through the business conducted by the Office of the Justice of the Peace and the handling of peace bonds for the Justice of the Peace Second District Court and all associated services provided by the Justice of the Peace and the Constable; and

WHEREAS, the Parish has a reasonable expectation of receiving the value from the Justice of the Peace in cash, services and/or benefits, which is at least equivalent to the fair market value of office space provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of the Parish:

SECTION 1. That an Intergovernmental Agreement between Jefferson Parish and Justice of the Peace Second District Court, Jefferson Parish Louisiana, for the use and occupancy of office space in a mutually agreed upon location within 1887 Ames Boulevard, Marrero, Louisiana 70072, for a term concurrent with Patrick Dejean's term

as Justice of the Peace, Second District Justice Court of Jefferson Parish Louisiana, is hereby authorized and ratified.

SECTION 2. That the insurance term of the Intergovernmental Agreement shall read, "A Certificate of Insurance will be provided and attached with the Intergovernmental Agreement of proof that Patrick Dejean is insured for the value of his contents, and that he has a policy of workman's compensation insurance insuring any employees in his office."

SECTION 3. That no Jefferson Parish money be expended under this agreement.

SECTION 4. That the Council Chairman, or in his absence the Vice-Chairman, is authorized to execute any and all documents required to carry out the provisions of this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 13th day of May, 2015.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
JUSTICE OF THE PEACE FIFTH DISTRICT COURT**

THIS AGREEMENT for and of Intergovernmental Cooperation and Joint Endeavor is made and entered into on this the 17th day of June, 2015, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Christopher L. Roberts, Council Chairman of the Jefferson Parish Council, the PARISH's governing authority, duly authorized to act pursuant to Resolution No. 124962 adopted on the 13th day of May, 2015, and Justice of the Peace Fifth District Court of Jefferson Parish, Louisiana (hereinafter, referred to as the "JUSTICE OF THE PEACE") herein represented by Charles V. Cusimano, II, in his capacity as Justice of the Peace Fifth Justice Court of Jefferson Parish, Louisiana and Raymond Waguespack, in his capacity as Constable for the Justice of the Peace Fifth Justice Court of Jefferson Parish, Louisiana. PARISH and the JUSTICE OF THE PEACE may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WITNESSETH

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, the PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements and intergovernmental agreements; and

WHEREAS, the JUSTICE OF THE PEACE is a statutorily-created court of the State of Louisiana with the statutory authority to contract, including entering into intergovernmental agreements and is a political subdivision pursuant to La. Rev. Statute 42:62(9); and

WHEREAS, the PARISH, pursuant to Jefferson Parish Charter Section 1.01(5) desires to cooperate with the JUSTICE OF THE PEACE for the benefit of all citizens of Jefferson Parish; and

WHEREAS, La. Attorney General Opinion No. 00-408 provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court; and

WHEREAS, pursuant to La. Rev. Statute 13:2604, court must be held within the territorial jurisdiction in which the JUSTICE OF THE PEACE represents; and

WHEREAS, the space provided pursuant to this Agreement is located at 1221 Elmwood Park Blvd., Suite 602, in the Fifth District, where Charles V. Cusimano, II currently serves as the Justice of the Peace and Raymond Waguespack serves as the Constable; and

WHEREAS, the public purpose of the Project is described as: providing office space for the JUSTICE OF THE PEACE for the Fifth Justice Court of Jefferson Parish, Louisiana, and thereby servicing the interests and needs of the citizens of Jefferson Parish through the business conducted by the Office of the Justice of the Peace and the handling of peace bonds for the Justice of the Peace Fifth District Court and all associated services provided by the Justice of the Peace and the Constable; and

WHEREAS, the PARISH has a reasonable expectation of receiving the value from the Justice of the Peace in cash, services and/or benefits, which is at least equivalent to the fair market value of office space provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW THEREFORE, the JUSTICE OF THE PEACE and the PARISH, for the consideration and conditions hereafter set forth, do hereby enter into this Agreement as follows:

AGREEMENT

1) SERVICES.

- a) **The PARISH agrees to provide the JUSTICE OF THE PEACE with office space in a mutually agreed upon location within 1221 Elmwood Park Blvd., Suite 602, Jefferson, Louisiana. The annual fair market rental value of this use is \$14,706.00/year.**
- b) **The JUSTICE OF THE PEACE agrees to conduct business of the Office of the Justice of the Peace and handle peace bond hearings for the Justice of the Peace Fifth District Court of Jefferson Parish during the JUSTICE OF THE PEACE's term.**

2) TERM.

- a) **Except in the case of earlier termination, as hereafter specifically provided, the term of this contract shall be retroactive to the date of occupancy and shall run concurrent with the JUSTICE OF THE PEACE's term for the Fifth District Court of Jefferson Parish, Louisiana.**

3) FINANCIAL MATTERS.

a) Appropriation Dependency.

- a) **Agreement is contingent upon the appropriation of funds by the PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to the PARISH except for payments which have been earned prior to the termination date.**
- b) **Termination of this Agreement by the PARISH under the provision of this section shall not constitute an event of default.**
- c) **The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish**

Council believes to be in the best interests of the PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

4) RECORDS, ACCOUNTS AND REPORTS.

a) Books and Records.

- a) JUSTICE OF THE PEACE shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the PARISH, within Jefferson Parish for a period not to exceed three (3) years after termination of this Agreement.
- b) JUSTICE OF THE PEACE shall permit the PARISH and the PARISH's agents from time-to-time, within forty-eight (48) hours written notice, to inspect, copy and audit during JUSTICE OF THE PEACE's normal business office hours, the books and records pertaining to the services provided under this Agreement. PARISH's right to audit, inspect, and make copies of JUSTICE OF THE PEACE's records shall be at the sole expense of the PARISH.

b) Periodic and/or Annual Reports.

- a) At any time, the PARISH may request that the JUSTICE OF THE PEACE, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this Agreement, in the previous fiscal year, prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

5) TERMINATION OR SUSPENSION.

- a) The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by the PARISH; but this Agreement may be terminated under any or all of the following conditions:
 - a) By mutual agreement and consent of the PARTIES hereto;
 - b) The PARISH may terminate this Agreement for cause based upon the failure of the JUSTICE OF THE PEACE to comply with the terms and/or conditions of the Agreement, provided that the PARISH shall give the JUSTICE OF THE PEACE written notice specifying JUSTICE OF THE PEACE's failure;
 - c) The PARISH or the JUSTICE OF THE PEACE may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other PARTY.

6) NOTICE.

- a) Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

PARISH:

**Christopher L. Roberts
Council Chairman
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053
Phone No.: (504) 364-2626**

JUSTICE OF THE PEACE:

**Justice of the Peace Fifth District Court
Charles V. Cusimano, II
1221 Elmwood Park Blvd., Suite 602
Jefferson, Louisiana 70123
Phone No.: (504) 736-8714**

- b) Written notices hereunder delivered personally shall be deemed communicated as of actual receipt.
- c) Mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

7) INDEMNIFICATION.

- a) JUSTICE OF THE PEACE shall indemnify and hold harmless the PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any PARTY, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by the JUSTICE OF THE PEACE, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by JUSTICE OF THE PEACE under this Agreement.
- b) JUSTICE OF THE PEACE hereby agrees to indemnify the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. JUSTICE OF THE PEACE further agrees to pay all reasonable expenses and attorney's fees incurred by the PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8) INSURANCE.

- a) A Certificate of Insurance will be provided and attached with the Intergovernmental Agreement of proof that the JUSTICE OF THE PEACE is insured for the value of his contents, and that he has a policy of workman's compensation insurance insuring any employees in his office.

9) GENERAL.

a) Jurisdiction.

- a) This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes, shall be interpreted in its entirety in accordance with the laws of said State.
- b) The JUSTICE OF THE PEACE hereby agrees and consents to the jurisdiction of the

courts of the State of Louisiana over its person.

- c) The PARISH and the JUSTICE OF THE PEACE hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this Agreement shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

b) Inspector General.

- a) It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).
- b) By signing this document, every corporation, partnership, or person contracting with the PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

c) Entire Agreement.

- a) This Agreement represents the entire Agreement between the PARISH and the JUSTICE OF THE PEACE, and supersedes all prior negotiations, representations or Agreements, either written or oral.

d) Amendments.

- a) This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both the PARISH and the JUSTICE OF THE PEACE.

e) Severability.

- a) If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted.
- b) Such amendment or deletion will not affect the validity of any other provision of this Agreement.

f) Assignment.

- a) This Agreement shall not be assigned or subcontracted in whole or in part by JUSTICE OF THE PEACE as to the services to be performed hereunder without the written consent of the PARISH.

For the consideration and under the conditions set forth above, the PARTIES agree to perform the specified services stated above.

This Agreement is executed in four (4) originals on the day, month, and year first above written.

[This section intentionally left blank. Signature page to follow.]

WITNESSES:

Norma Lizer
Print Name: Norma Lizer

Ann H. Guidry
Print Name: Ann H. Guidry

PARISH OF JEFFERSON

BY: [Signature]
Christopher L. Roberts
Council Chairman
Jefferson Parish Council

WITNESSES:

Suana Barlett
Print Name: Suana Barlett

JDD
Print Name: Jeanne Day Davis

JUSTICE OF THE PEACE FIFTH DISTRICT COURT

BY: [Signature]
Charles V. Cusimano, II, in his capacity
as Justice of the Peace, Fifth District Court

BY: [Signature]
Raymond Waguespack, in his capacity as
Constable, Fifth District Court

On motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 124962

A resolution authorizing and ratifying an Intergovernmental Agreement between Jefferson Parish and Charles V. Cusimano, II, in his capacity as Justice of the Peace, Fifth District Justice Court of Jefferson Parish Louisiana, for the use and occupancy of office space in a mutually agreed upon location within 1221 Elmwood Park Blvd., Suite 602, Jefferson, Louisiana 70121, for a term concurrent with Charles V. Cusimano, II's term as Justice of the Peace, Fifth District Justice Court of Jefferson Parish Louisiana. (Council District 2)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, the Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements and intergovernmental agreements; and

WHEREAS, the Justice of the Peace is a statutorily-created court of the State of Louisiana with the statutory authority to contract, including entering into intergovernmental agreements and is a political subdivision pursuant to La. Rev. Statute 42:62(9); and

WHEREAS, the Parish, pursuant to Jefferson Parish Charter Section 1.01(5) desires to cooperate with the Justice of the Peace for the benefit of all citizens of Jefferson Parish; and

WHEREAS, La. Attorney General Opinion No. 00-408 provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court; and

WHEREAS, pursuant to La. Rev. Statute 13:2604, court must be held within the territorial jurisdiction in which the Justice of the Peace represents; and

WHEREAS, the space provided pursuant to this Agreement is located at 1221 Elmwood Park Blvd., Suite 602, in the Fifth District, where Charles V. Cusimano, II currently serves as the Justice of the Peace and Ray Waguespack serves as the Constable; and

WHEREAS, the public purpose of the Project is described as: providing office space for the Justice of the Peace for the Fifth Justice Court of Jefferson Parish, Louisiana, and thereby servicing the interests and needs of the citizens of Jefferson Parish through the business conducted by the Office of the Justice of the Peace and the handling of peace bonds for the Justice of the Peace Fifth District Court and all associated services provided by the Justice of the Peace and the Constable; and

WHEREAS, the Parish has a reasonable expectation of receiving the value from the Justice of the Peace in cash, services and/or benefits, which is at least equivalent to the fair market value of the leased office space provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of the Parish:

SECTION 1. That an Intergovernmental Agreement between Jefferson Parish and Justice of the Peace Fifth District Justice Court of Jefferson Parish, Louisiana, for the use and occupancy of office space in a mutually agreed upon location within 1221 Elmwood Park Blvd., Suite 602, Jefferson, Louisiana 70123, for a term concurrent with Charles V. Cusimano, II's term as Justice of the Peace, Fifth District Justice Court of Jefferson Parish Louisiana, is hereby authorized and ratified.

SECTION 2. That the insurance term of the Intergovernmental Agreement shall read, "A Certificate of Insurance will be provided and attached with the Intergovernmental Agreement of proof that Charles V. Cusimano, II is insured for the value of his contents, and that he has a policy of workman's compensation insurance insuring any employees in his office."

SECTION 3. That no Jefferson Parish money be expended under this agreement.

SECTION 4. That the Council Chairman, or in his absence the Vice-Chairman, is authorized to execute any and all documents required to carry out the provisions of this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 13th day of May, 2015.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



**EULA A. LOPEZ
PARISH CLERK**

JEFFERSON PARISH COUNCIL

AN INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
JUSTICE OF THE PEACE SEVENTH DISTRICT COURT

THIS AGREEMENT for and of Intergovernmental Cooperation and Joint Endeavor is made and entered into on this the 23rd day of June, 2015, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Christopher L. Roberts, Council Chairman of the Jefferson Parish Council, the PARISH's governing authority, duly authorized to act pursuant to Resolution No. 124967 adopted on the 13th day of May, 2015, and Justice of the Peace Seventh District Court of Jefferson Parish, Louisiana (hereinafter, referred to as the "JUSTICE OF THE PEACE") herein represented by Michele P. Holmes, in his capacity as Justice of the Peace Seventh Justice Court of Jefferson Parish, Louisiana and Lawrence Hall, in his capacity as Constable for the Justice of the Peace Seventh Justice Court of Jefferson Parish, Louisiana. PARISH and the JUSTICE OF THE PEACE may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WITNESSETH

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, the PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements and intergovernmental agreements; and

WHEREAS, the JUSTICE OF THE PEACE is a statutorily-created court of the State of Louisiana with the statutory authority to contract, including entering into intergovernmental agreements and is a political subdivision pursuant to La. Rev. Statute 42:62(9); and

WHEREAS, the PARISH, pursuant to Jefferson Parish Charter Section 1.01(5) desires to cooperate with the JUSTICE OF THE PEACE for the benefit of all citizens of Jefferson Parish; and

WHEREAS, La. Attorney General Opinion No. 00-408 provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court; and

WHEREAS, pursuant to La. Rev. Statute 13:2604, court must be held within the territorial jurisdiction in which the JUSTICE OF THE PEACE represents; and

WHEREAS, the space provided pursuant to this Agreement is located at 4008 U.S. 90, Westwego, Louisiana, in the Seventh District, where Michele P. Holmes currently serves as the Justice of the Peace and Lawrence Hall serves as the Constable; and

WHEREAS, the public purpose of the Project is described as: providing office space for the JUSTICE OF THE PEACE for the Seventh Justice Court of Jefferson Parish, Louisiana, and thereby servicing the interests and needs of the citizens of Jefferson Parish through the business conducted by the Office of the Justice of the Peace and the handling of peace bonds for the Justice of the Peace Seventh District Court and all associated services provided by the Justice of the Peace and the Constable; and

WHEREAS, the PARISH has a reasonable expectation of receiving the value from the Justice of the Peace in cash, services and/or benefits, which is at least equivalent to the fair market value of office space provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW THEREFORE, the JUSTICE OF THE PEACE and the PARISH, for the consideration and conditions hereafter set forth, do hereby enter into this Agreement as follows:

AGREEMENT

1) SERVICES.

- a) **The PARISH agrees to provide the JUSTICE OF THE PEACE with office space in a mutually agreed upon location within 4008 U.S. 90, Westwego, Louisiana. The annual fair market rental value of this use is \$3,500/year.**
- b) **The JUSTICE OF THE PEACE agrees to conduct business of the Office of the Justice of the Peace and handle peace bond hearings for the Justice of the Peace Seventh District Court of Jefferson Parish during the JUSTICE OF THE PEACE's term.**

2) TERM.

- a) Except in the case of earlier termination, as hereafter specifically provided, the term of this contract shall be retroactive to the date of occupancy and shall run concurrent with the JUSTICE OF THE PEACE's term for the Seventh District Court of Jefferson Parish, Louisiana.

3) FINANCIAL MATTERS.

a) Appropriation Dependency.

- a) Agreement is contingent upon the appropriation of funds by the PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to the PARISH except for payments which have been earned prior to the termination date.
- b) Termination of this Agreement by the PARISH under the provision of this section shall not constitute an event of default.
- c) The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish

Council believes to be in the best interests of the PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

4) RECORDS, ACCOUNTS AND REPORTS.

a) Books and Records.

- a) JUSTICE OF THE PEACE shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the PARISH, within Jefferson Parish for a period not to exceed three (3) years after termination of this Agreement.
- b) JUSTICE OF THE PEACE shall permit the PARISH and the PARISH's agents from time-to-time, within forty-eight (48) hours written notice, to inspect, copy and audit during JUSTICE OF THE PEACE's normal business office hours, the books and records pertaining to the services provided under this Agreement. PARISH's right to audit, inspect, and make copies of JUSTICE OF THE PEACE's records shall be at the sole expense of the PARISH.

b) Periodic and/or Annual Reports.

- a) At any time, the PARISH may request that the JUSTICE OF THE PEACE, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this Agreement, in the previous fiscal year, prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

5) TERMINATION OR SUSPENSION.

- a) The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by the PARISH; but this Agreement may be terminated under any or all of the following conditions:
 - a) By mutual agreement and consent of the PARTIES hereto;
 - b) The PARISH may terminate this Agreement for cause based upon the failure of the JUSTICE OF THE PEACE to comply with the terms and/or conditions of the Agreement, provided that the PARISH shall give the JUSTICE OF THE PEACE written notice specifying JUSTICE OF THE PEACE's failure;
 - c) The PARISH or the JUSTICE OF THE PEACE may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other PARTY.

6) NOTICE.

- a) Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

PARISH:

**Christopher L. Roberts
Council Chairman
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053
Phone No.: (504) 364-2626**

JUSTICE OF THE PEACE:

**Justice of the Peace Seventh District Court
Michele P. Holmes
4008 U.S. 90
Westwego, Louisiana 70094
Phone No.: (504) 436-8338**

- b) Written notices hereunder delivered personally shall be deemed communicated as of actual receipt.
- c) Mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

7) INDEMNIFICATION.

- a) JUSTICE OF THE PEACE shall indemnify and hold harmless the PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any PARTY, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by the JUSTICE OF THE PEACE, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by JUSTICE OF THE PEACE under this Agreement.
- b) JUSTICE OF THE PEACE hereby agrees to indemnify the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. JUSTICE OF THE PEACE further agrees to pay all reasonable expenses and attorney's fees incurred by the PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8) INSURANCE.

- a) A Certificate of Insurance will be provided and attached with the Intergovernmental Agreement of proof that the JUSTICE OF THE PEACE is insured for the value of his contents, and that he has a policy of workman's compensation insurance insuring any employees in his office.

9) GENERAL.

a) Jurisdiction.

- a) This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes, shall be interpreted in its entirety in accordance with the laws of said State.
- b) The JUSTICE OF THE PEACE hereby agrees and consents to the jurisdiction of the

courts of the State of Louisiana over its person.

- c) The PARISH and the JUSTICE OF THE PEACE hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this Agreement shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

b) Inspector General.

- a) It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).
- b) By signing this document, every corporation, partnership, or person contracting with the PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

c) Entire Agreement.

- a) This Agreement represents the entire Agreement between the PARISH and the JUSTICE OF THE PEACE, and supersedes all prior negotiations, representations or Agreements, either written or oral.

d) Amendments.

- a) This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both the PARISH and the JUSTICE OF THE PEACE.

e) Severability.

- a) If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted.
- b) Such amendment or deletion will not affect the validity of any other provision of this Agreement.

f) Assignment.

- a) This Agreement shall not be assigned or subcontracted in whole or in part by JUSTICE OF THE PEACE as to the services to be performed hereunder without the written consent of the PARISH.

For the consideration and under the conditions set forth above, the PARTIES agree to perform the specified services stated above.

This Agreement is executed in four (4) originals on the day, month, and year first above written.

[This section intentionally left blank. Signature page to follow.]

WITNESSES:

Deshine Parker
Print Name: Deshine Parker

Ann H. Guidry
Print Name: Ann H. Guidry

PARISH OF JEFFERSON

BY: *[Signature]*
Christopher L. Roberts
Council Chairman
Jefferson Parish Council

WITNESSES:

Bridget Miller
Print Name: Bridget Miller

Dianne Hensley
Print Name: Dianne Hensley

JUSTICE OF THE PEACE SEVENTH DISTRICT COURT

BY: *[Signature]*
Michele R. Holmes, in her capacity as
Justice of the Peace, Seventh District Court

BY: *[Signature]*
Lawrence Hall, in his capacity as
Constable, Seventh District Court

On motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 124967

A resolution rescinding Resolution No. 122960 and ratifying an Intergovernmental Agreement between Jefferson Parish and Justice of the Peace Seventh District Court of Jefferson Parish Louisiana, for the use and occupancy of office space in a mutually agreed upon location within 4008 U.S. 90, Westwego, Louisiana, 70094, for a term concurrent with Michele P. Holmes term as Justice of the Peace, Seventh District Justice Court of Jefferson Parish Louisiana. (Council District 3)

WHEREAS, Resolution No. 122960, adopted the 11th day of June, 2014, ratified a Cooperative Endeavor Agreement between Jefferson Parish and Patrick Dejean, in his capacity as Justice of the Peace, Seventh District Justice Court of Jefferson Parish Louisiana, for the use and occupancy of office space in a mutually agreed upon location within 4008 U.S. 90, Westwego, Louisiana, 70094 and this needs to be rescinded, as Michele P. Holmes is the current Justice of the Peace, Seventh District Justice Court of Jefferson Parish, Louisiana, and a new Agreement needs to be entered into to reflect this change; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, the Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements and intergovernmental agreements; and

WHEREAS, the Justice of the Peace is a statutorily-created court of the State of Louisiana with the statutory authority to contract, including entering into intergovernmental agreements and is a political subdivision pursuant to La. Rev. Statute 42:62(9); and

WHEREAS, the Parish, pursuant to Jefferson Parish Charter Section 1.01(5) desires to cooperate with the Justice of the Peace for the benefit of all citizens of Jefferson Parish; and

WHEREAS, La. Attorney General Opinion No. 00-408 provides that there exists a valid basis for a cooperative endeavor for a municipality to furnish a Justice of the Peace with office space in a municipal building without assessing a rental fee, should the parties reach such an agreement since the municipality has an obligation to act for the benefit of public health, safety, moral and general welfare of the municipality and the function of the Justice of the Peace Court further this concept by operation of the court; and

WHEREAS, pursuant to La. Rev. Statute 13:2604, court must be held within the territorial jurisdiction in which the Justice of the Peace represents; and

WHEREAS, the space provided pursuant to this Agreement is located at 4008 U.S. 90, Westwego, Louisiana, in the Seventh District, where Michele P. Holmes currently serves as the Justice of the Peace and Lawrence Hall serves as the Constable; and

WHEREAS, the public purpose of the Project is described as: providing office space for the Justice of the Peace for the Seventh Justice Court of Jefferson Parish, Louisiana, and thereby servicing the interests and needs of the citizens of Jefferson Parish through the business conducted by the Office of the Justice of the Peace and the handling of peace bonds for the Justice of the Peace Seventh District Court and all associated services provided by the Justice of the Peace and the Constable; and

WHEREAS, the Parish has a reasonable expectation of receiving the value from the Justice of the Peace in cash, services and/or benefits, which is at least equivalent to the fair market value of office space provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of the Parish:

SECTION 1. That Resolution No.122960 adopted on the 11th day of June, 2014, is hereby rescinded.

SECTION 2. That an Intergovernmental Agreement between Jefferson Parish and Justice of the Peace Seventh District Court of Jefferson Parish Louisiana, for the use and occupancy of office space in a mutually agreed upon location within 4008 U.S. 90, Westwego, Louisiana, 70094, for a term concurrent with Michele P. Holmes term as Justice of the Peace, Seventh District Justice Court of Jefferson Parish Louisiana, is hereby authorized and ratified.

SECTION 3. That the insurance term of the Intergovernmental Agreement shall read, "A Certificate of Insurance will be provided and attached with the Intergovernmental Agreement of proof that Michele P. Holmes is insured for the value of her contents, and that she has a policy of workman's compensation insurance insuring any employees in her office."

SECTION 4. That no Jefferson Parish money be expended under this agreement.

SECTION 5. That the Council Chairman, or in his absence the Vice-Chairman, is authorized to execute any and all documents required to carry out the provisions of this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 13th day of May, 2015.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

Attachment D

Email from Assistant
Parish Attorney N.
Tomba to JPOIG
Special Agent J.
Adolph, dated
08/20/2019



From: [Nicole Tomba](#)
To: [Jeffrey Adolph](#)
Cc: [Anthony Francis](#)
Subject: RE: Justice of the Peace IGAs
Date: Tuesday, August 20, 2019 10:18:15 AM

As per the IGA, the only agreements I know of, rental payments are not required.

I have copied Anthony as to whether or not there are any other monetary transactions for these spaces.

No insurance policies were submitted to this office for 2nd and 7th.

Nicole M. Tomba
Senior Assistant Parish Attorney
Jefferson Parish Attorney's Office
1221 Elmwood Park Blvd., Suite 701
Jefferson, LA 70123

Direct Dial: (504) 731-4503
Fax: (504) 731-4517
Email: ntomba@jeffparish.net

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From: Jeff Adolph <jadolph@jpoig.net>
Sent: Tuesday, August 20, 2019 9:46 AM
To: Nicole Tomba <NTomba@jeffparish.net>
Subject: Justice of the Peace IGAs

Hi Nicole,

Reading through the IGAs for the 1st, 2nd, 5th, and 7th Justices of the Peace it is my understanding that the Parish is providing rent free office space to these 4 Justice Courts. Please confirm that the Parish is providing rent free office space to these Justice Courts and that there no separate leases nor any other monetary transaction for the occupied office spaces.

Additionally, were you able to verify if any insurance policies were submitted to the Parish when the IGAs were executed for the 2nd and 7th JOP?

Please let me know if you have any questions.

Thanks,

Jeffrey Adolph

Special Agent-Investigations

Office of Inspector General-Jefferson Parish, Louisiana

990 N. Corporate Dr. Suite 300

Jefferson, LA 70123

Office: 504-736-8962 Ext. 344

Cell: [REDACTED]

Fax: 504-736-8963

jadolph@jpoig.net

2019 Budget Report



BUDGET TO ACTUAL REPORT

ACCOUNT TYPE: EXPENSE

End Month/Year: 12/2019

ACCOUNT DESCRIPTION	ADOPTED BUDGET	BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT		Y-T-D EXPENSES	AMENDED		LAST YEARS Y-T-D BALANCE
				MONTH	Y-T-D ENCUMBRANCES		BUDGET LESS YTD BALANCE	% USED	
Fund 10010 - GENERAL FUND									
Department 0027 - JUSTICE OF THE PEACE									
ADMINISTRATIVE SALARIE	163201.00	.00	163201.00	12553.92	.00	158493.23	4707.77	97%	149862.42
SUPPLEMENTAL PAY	9600.00	.00	9600.00	700.00	.00	8400.00	1200.00	88%	8800.00
ACCRUED LEAVE	.00	.00	.00	.00	.00	.00	.00	+++	.00
MEDICARE	1778.00	.00	1778.00	119.94	.00	1657.41	120.59	93%	1551.93
SOCIAL SECURITY(FICA)	3795.00	.00	3795.00	299.78	.00	4761.22	966.22-	126%	3889.05
J P EMPLOYEES' RETIRE	838.00	.00	838.00	68.04	.00	857.42	19.42-	102%	1469.76
PAROCHIAL EMPLOYEES' R	12241.00	.00	12241.00	809.14	.00	10470.36	1770.64	86%	11330.62
HEALTH-CURRENT EMPLOYE	30311.00	.00	30311.00	3817.12	.00	31602.02	1291.02-	104%	30310.80
HEALTH-RETIREEES	.00	.00	.00	.00	.00	.00	.00	+++	.00
LIFE-CURRENT EMPLOYEES	169.00	.00	169.00	13.76	.00	152.26	16.74	90%	152.88
LIFE-RETIREEES	128.00	.00	128.00	10.30	.00	123.60	4.40	97%	119.40
PENSION FACTOR	4437.00	.00	4437.00	358.90	.00	4644.20	207.20-	105%	4662.84
UNEMPLOYMENT INSURANCE	335.00	.00	335.00	27.22	.00	342.98	7.98-	102%	326.51
WORKMEN'S COMPENSATION	.00	.00	.00	.00	.00	.00	.00	+++	.00
DRUG TESTS	.00	.00	.00	.00	.00	.00	.00	+++	.00
RISK PREVENTION	.00	.00	.00	.00	.00	.00	.00	+++	.00
OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	.00
COMPUTER SERVICE	5294.00	.00	5294.00	8.46	.00	5302.46	8.46-	100%	2520.58
SECURITY UNIT	16400.00	.00	16400.00	515.50-	.00	15884.50	515.50	97%	15127.88
OFFICE EQUIPMENT	.00	.00	.00	.00	.00	.00	.00	+++	.00
OFFICE EQUIPMENT RENTA	.00	.00	.00	.00	.00	.00	.00	+++	.00
CENTRAL TELEPHONE SERV	5820.00	.00	5820.00	245.96	.00	5507.12	312.88	95%	5317.32
PHOTO LAB CHARGES	.00	.00	.00	.00	.00	.00	.00	+++	.00
CENTRAL PRINTING CHARG	.00	.00	.00	.00	.00	.00	.00	+++	.00
AUTOMOBILE EXPENSES	.00	.00	.00	.00	.00	.00	.00	+++	.00
TRAINING AND TRAVEL CO	6500.00	.00	6500.00	.00	.00	5547.92	952.08	85%	3787.44
OFFICE EQUIPMENT	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department TOTALS :	260847.00	.00	260847.00	18517.04	.00	253746.70	7100.30	97%	239229.43
Fund TOTALS :	260847.00	.00	260847.00	18517.04	.00	253746.70	7100.30	97%	239229.43
EXPENSE TOTAL :	260847.00	.00	260847.00	18517.04	.00	253746.70	7100.30	97%	239229.43

BUDGET TO ACTUAL REPORT

ACCOUNT TYPE: EXPENSE

End Month/Year: 12/2019

ACCOUNT DESCRIPTION	ADOPTED BUDGET	BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT		Y-T-D EXPENSES	AMENDED		LAST YEARS Y-T-D BALANCE
				MONTH TRANSACTIONS	Y-T-D ENCUMBRANCES		BUDGET LESS YTD BALANCE	% USED	
Fund 10010 - GENERAL FUND									
Department 0028 - CONSTABLES									
ADMINISTRATIVE SALARIE	163201.00	.00	163201.00	12553.92	.00	163200.96	.04	100%	172067.16
SUPPLEMENTAL PAY	9600.00	.00	9600.00	800.00	.00	9600.00	.00	100%	10100.00
ACCRUED LEAVE	.00	.00	.00	.00	.00	.00	.00	+++	.00
MEDICARE	2367.00	.00	2367.00	162.29	.00	2106.98	260.02	89%	2374.44
SOCIAL SECURITY(FICA)	3795.00	.00	3795.00	204.50	.00	3525.17	269.83	93%	3987.79
J P EMPLOYEES' RETIRE	815.00	.00	815.00	66.72	.00	863.36	48.36-	106%	1639.19
PAROCHIAL EMPLOYEES' R	.00	.00	.00	.00	.00	.00	.00	+++	.00
HEALTH-CURRENT EMPLOYE	39585.00	.00	39585.00	3713.44	.00	46116.48	6531.48-	117%	37323.12
HEALTH-RETIRES	3600.00	.00	3600.00	262.50	.00	3150.00	450.00	88%	4001.88
LIFE-CURRENT EMPLOYEES	173.00	.00	173.00	14.68	.00	171.28	1.72	99%	161.76
LIFE-RETIRES	640.00	.00	640.00	41.20	.00	556.20	83.80	87%	597.00
PENSION FACTOR	.00	.00	.00	.00	.00	.00	.00	+++	.00
UNEMPLOYMENT INSURANCE	327.00	.00	327.00	26.72	.00	345.76	18.76-	106%	364.49
WORKMEN'S COMPENSATION	.00	.00	.00	.00	.00	.00	.00	+++	.00
DRUG TESTS	.00	.00	.00	.00	.00	.00	.00	+++	.00
RISK PREVENTION	.00	.00	.00	.00	.00	.00	.00	+++	.00
OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	.00
PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00	.00	+++	.00
COMPUTER SERVICE	3238.00	.00	3238.00	5.21	.00	3243.21	5.21-	100%	2574.58
RISK MANAGEMENT	.00	.00	.00	.00	.00	.00	.00	+++	.00
SECURITY UNIT	1472.00	.00	1472.00	42.96-	.00	1429.04	42.96	97%	1234.68
OFFICE EQUIPMENT	.00	.00	.00	.00	.00	.00	.00	+++	.00
OFFICE EQUIPMENT RENTA	.00	.00	.00	.00	.00	.00	.00	+++	.00
CENTRAL TELEPHONE SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
INSURANCE	.00	.00	.00	.00	.00	.00	.00	+++	.00
CENTRAL PRINTING CHARG	.00	.00	.00	.00	.00	.00	.00	+++	.00
AUTOMOBILE EXPENSES	.00	.00	.00	.00	.00	.00	.00	+++	.00
TRAINING AND TRAVEL CO	6500.00	.00	6500.00	.00	.00	3210.04	3289.96	49%	4606.25
OTHER MISCELLANEOUS EX	.00	.00	.00	.00	.00	.00	.00	+++	.00
OFFICE EQUIPMENT	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department TOTALS :	235313.00	.00	235313.00	17808.22	.00	237518.48	2205.48-	101%	241032.34
Fund TOTALS . . . :	235313.00	.00	235313.00	17808.22	.00	237518.48	2205.48-	101%	241032.34
EXPENSE TOTAL . . . :	235313.00	.00	235313.00	17808.22	.00	237518.48	2205.48-	101%	241032.34