

# OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH



**PUBLIC RELEASE**

FUNDING OF JEFFERSON PARISH  
CONSTABLES AND JUSTICES OF THE PEACE

**2014-0029**

INVESTIGATIVE REPORT  
ISSUED 3/11/2015



OFFICE OF INSPECTOR GENERAL  
JEFFERSON PARISH

DAVID N. McCLINTOCK  
INSPECTOR GENERAL



DATE: 03/11/2015

TO: The Citizens of Jefferson Parish

FROM: The Jefferson Parish Office of Inspector General

RE: JPOIG 2014-0029: Funding of Jefferson Parish Constables and Justices of the Peace

Please find attached the Jefferson Parish Office of Inspector General's (JPOIG) Public Release of an investigation relating to the funding of Parish Constables and Justices of the Peace (C/JOP's). The effort was initiated based upon information from the Metropolitan Crime Commission. In general the investigation determined that Jefferson Parish's cost to support the Constables and JOPs exceeded state mandated costs by \$501,544.72 in 2012 annually as follows:

- Salary \$312,000
- Personnel Benefits \$116,552
- Non-Personnel Benefits \$15,983
- Fair Market Value (FMV) of Parish Office Space \$57,009.72

The scope of the investigation included (1) an assessment of the authority by which C/JOPs receive compensation; (2) a review of the salaries and benefits provided to C/JOPs; and (3) identifying potential legal concerns relating to funding.

The investigation concluded that there exists an opportunity for savings to the Parish based upon a comparison of actual funding provided to that which is mandated by state law. The JPOIG recognizes the opportunity to realize savings from salaries paid to C/JOPs is impacted by the State Constitution and the term of elections.<sup>1</sup> The result of the investigation was reported via a confidential draft comment period to the Parish Council and Parish President. Timothy J. Palmatier, Director of the Department of Finance, responded to the report on behalf of the Parish Administration.<sup>2</sup> No additional responses were received.

The investigation resulted in findings and recommendations in the areas summarized below. A discussion of the Parish's response to these areas is incorporated.

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<sup>1</sup> La.Const. Art. V, Section 21, "The term of office, retirement benefits, and compensation of a judge shall not be decreased during the term for which he is elected." *See also* La.Const. Art. V, Section 20, "Mayor's courts and justice of the peace courts existing on the effective date of this constitution are continued subject to change by law.

<sup>2</sup> JPCO 2-155.10(9) provides that persons or entities which are the subject of an JPOIG recommendation shall have thirty days (30) to submit a written explanation or rebuttal of findings before the report is finalized. Sub-paragraph 19 provides that "it shall be the duty of every parish officer, employee" to "cooperate with the inspector general in any investigation, audit, inspection, performance review...."

1. Salaries Paid To Constables and Justice of Peace Per State Law

In lieu of receiving fees in criminal or peace bond cases, State law provides that C/JOPs shall receive a salary from the Parish.<sup>3</sup> Notwithstanding this provision, state law also permits East Baton Rouge Parish and Jefferson Parish JOP’s to charge a fee of up to \$80.00 for issuance of a peace bond.<sup>4</sup> State 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 funds “administrative salaries” of \$20,400 to each Constable and each JOP for the eight Wards at a cost of \$312,000 per year to the Parish, excluding taxes and benefits. Parish funding of \$20,400 greatly exceeds the minimum salary required by state law of \$900/year, as well as, the maximum amount which the State will match of \$1,200/year.

Justice of Peace (JOPs)				
Wards	Parish Salary	State Minimum	Difference Annualized	Difference 6 yr term
1 <sup>st</sup>	\$20,400	\$900	\$19,500	\$117,000
2 <sup>nd</sup>	\$20,400	\$900	\$19,500	\$117,000
3 <sup>rd</sup>	\$20,400	\$900	\$19,500	\$117,000
4 <sup>th</sup>	\$20,400	\$900	\$19,500	\$117,000
5 <sup>th</sup>	\$20,400	\$900	\$19,500	\$117,000
6 <sup>th</sup>	\$20,400	\$900	\$19,500	\$117,000
7 <sup>th</sup>	\$20,400	\$900	\$19,500	\$117,000
8 <sup>th</sup>	<u>\$20,400</u>	<u>\$900</u>	<u>\$19,500</u>	<u>\$117,000</u>
	<u>\$163,200</u>	<u>\$7200</u>	<u>\$156,000</u>	<u>\$936,000</u>

By way of comparison, East Baton Rouge Parish, a parish of comparable size to Jefferson Parish, pays its Constables and JOPs an annual salary of \$3600/year. The JPOIG identifies the difference between the funding required by State law and funding provided by Parish as an opportunity for cost savings. The JPOIG also questions the Parish’s obligation to pay related cost and benefits associated with salary. The JPOIG recommends that the Parish Council review and revise, as appropriate the salary and compensation currently afforded the C/JOPs.

In its response, the Parish concurs that a review and revision of the salary compensation currently afforded to Constables and JOPs may result in potential savings to the Parish.<sup>5</sup> However, the Parish disputes the JPOIG’s calculation of potential savings. The Parish contends that the JPOIG’s characterization omits the authority of the Parish 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.”<sup>6</sup>

Constables				
Wards	Parish Salary	State Minimum	Difference Annualized	Difference 6 yr term
1 <sup>st</sup>	\$20,400	\$900	\$19,500	\$117,000
2 <sup>nd</sup>	\$20,400	\$900	\$19,500	\$117,000
3 <sup>rd</sup>	\$20,400	\$900	\$19,500	\$117,000
4 <sup>th</sup>	\$20,400	\$900	\$19,500	\$117,000
5 <sup>th</sup>	\$20,400	\$900	\$19,500	\$117,000
6 <sup>th</sup>	\$20,400	\$900	\$19,500	\$117,000
7 <sup>th</sup>	\$20,400	\$900	\$19,500	\$117,000
8 <sup>th</sup>	<u>\$20,400</u>	<u>\$900</u>	<u>\$19,500</u>	<u>\$117,000</u>
	<u>\$163,200</u>	<u>\$7200</u>	<u>\$156,000</u>	<u>\$936,000</u>

<sup>3</sup> La.R.S. 13:2589.

<sup>4</sup> La.R.S. 13:2590.1 Appointment of clerk of court; security for costs; advanced cost deposit; East Baton Rouge Parish; Jefferson Parish.

<sup>5</sup> Parish Response, T Palmatier, dated 2/25/2015, p. 8.

<sup>6</sup> Parish Response, T Palmatier, dated 2/25/2015, p. 3.

Based upon this response, it appears that the JPOIG and the Parish agree that a review and revision, where appropriate, of C/JOP's salaries is merited. Further, the JPOIG acknowledges that the Parish has within its discretion to pay the above salaries. The JPOIG also acknowledges the work born by each Ward varies greatly. Thus far, however, the Parish has not chosen to grade the salaries based on the amount of work a particular JOP or constable performs. Rather, the Parish has set salaries, which are in excess of that required and/or matched by the State, without assessing the merits of the expenditure in terms of work performed and service rendered for the Parish's benefit. Further, any assessment should consider that Jefferson Parish JOPs, like East Baton Rouge Parish JOPs, can impose a fee for peace bonds.

## 2. Parish Office Space Occupied by 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> Justice Courts: Inter-Governmental Agreements

The Parish is providing office space to the 1<sup>st</sup>, 2<sup>nd</sup>, and 5<sup>th</sup> JOPs in Parish owned buildings. The JPOIG found a lack of documentation regarding the physical occupancy and fair market value associated with the occupancy.<sup>7</sup> The JPOIG recommended that the Parish ensure any office space provided to Constables and JOPs be in the form of a fully executed Inter-Governmental Agreement (IGAs) prior to space being occupied. Further, the JPOIG recommended that the fair market value of the space be reflected in the agreement, and that any rent offset, full or partial, be identified.

In its response, the Parish acknowledged that it did not maintain adequate documentation of IGAs regarding office space provided to C/ JOPs. However, the Parish notes that the Louisiana Attorney General has opined that a municipality may provide space for JOP court without charge recognizing that JOP courts act for the benefit of public health, safety, morals and general welfare of the municipality.<sup>8</sup>

Based upon this response, it appears that the Parish and the JPOIG agree that space occupied by C/JOPs should be documented and accounted for via written IGAs. Nonetheless, it is clear that the Parish has not engaged in any meaningful assessment of whether the space provided to the C/JOPs is substantiated in light of the Attorney General's opinion which considered specific facts including but not limited to physical boundaries of JOP jurisdiction, work performed, and volume of criminal matters handled.<sup>9</sup> In the absence of documentation and an assessment based upon articulated criteria, the Parish cannot reasonably justify that office space provided to 1<sup>st</sup>,

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<sup>7</sup> JPOIG was unable to obtain copies of partially executed Cooperative Endeavor Agreements between the Parish and Second and Fifth Justice Courts, respectively. There was no agreement for space occupied by 1<sup>st</sup> Justice Court. See JPOIG Report p. 8.

<sup>8</sup> Parish Response, T Palmatier, dated 2/25/2015, p. 9 (citing La.AG Opinion 2000-408).

<sup>9</sup> The referenced opinion related to office space provided by the City of Kenner to the 6<sup>th</sup> District JOP at no charge to the 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 cooperative endeavor agreement with the 6<sup>th</sup> District JOP to provide office space at no charge to the C/JOP based upon facts presented.

2<sup>nd</sup>, and 5<sup>th</sup> C/JOPs is for the benefit of public health, safety, morals and general welfare of the municipality in a manner that supports a similar analysis as that previously made by the Attorney General.

The JPOIG recognizes that it is within the Parish’s discretion to provide office space, and in so far as the Attorney General has considered the issue, the JPOIG does not dispute that office space may be provided at no cost to C/JOPs. However, State law provides funding for C/JOPs, including operational expenses, through fees collected from civil filings.<sup>10</sup> Additionally, JOPs may receive additional compensation for performing marriage ceremonies.<sup>11</sup> Office space is an operational expense. In this

JOP Reported Compensation		
Justice Court	Justices of the Peace	2012/2013 Total Self- Reported JOP Income
5 <sup>th</sup>	Charles V. Cusimano	\$238,622 (2013)
1 <sup>st</sup>	Vernon J. Wilty, III	\$220,630 (2012)
6 <sup>th</sup>	Kevin J. Centanni	\$110,663 (2012)
2 <sup>nd</sup>	Patrick H. DeJean	\$59,700 (2012)
7 <sup>th</sup>	Eugene Fitchue	\$54,370 (2012)
3 <sup>rd</sup>	Charlie R. Kerner	\$24,192 (2012)
4 <sup>th</sup>	Leon Bradberry, Jr.	\$22,090 (2013)
8 <sup>th</sup>	Roscoe W. Lewis, Sr.	\$21,600 (2012)

regard, an assessment of whether or not the Parish should be providing office space to C/JOPs at the Parish’s expense, rather than at the expense of the C/JOP’s, would necessitate consideration of civil fees collected by C/JOPs. It would appear based upon self-reported income of JOPs that at least some Wards generate sufficient revenue through civil filings to assume responsibility for operational costs associated with office space.

Based upon information provided, it appears that the Parish has not engaged in a purposeful review of whether the Parish should supplement operational costs of JOP courts by providing office space. Notably by Resolution 107588 of 03/28/2007, the Parish resolved that Justice of the Peace Charles V. Cusimano would pay \$300.00/month for “maintenance and operation costs” of Suite 602 in the Yenni Building. The resolution was passed to authorize a Cooperative Endeavor Agreement with Justice of the Peace Cusimano, but no fully executed copy of the agreement could be located by the Parish.

The cost to the Parish of providing office space to 1<sup>st</sup>, 2<sup>nd</sup>, and 5<sup>th</sup> JOPs in Parish owned buildings is estimated to be \$57,009.72 per year based on fair market value, or \$342,058.32 across a 6 year term.

### 3. Other Operational Costs and Training/Travel

In addition to providing office space, the JPOIG found that the Parish is also supplementing some C/JOPs other operational costs, e.g. computer and telephone, as well as training and travel expenses.

In its response, the Parish acknowledges that there is no affirmative support in law for the Parish to expend costs related to (1) office supplies; (2) professional/technical services; and (3)

<sup>10</sup> La.R.S. 33:2590. Sub-paragraph B provides that “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, fifty percent of the fees and deposits shall be used for fees and operational expenses of the ward constable’s office.

<sup>11</sup> La.R.S. 33:2588.

telephone services and printing charges for Constables and JOPs. Like office space, these items reasonably represent operational costs of Constables and JOPs. State law authorizes JOPs to collect fees for filings which fees are to be split equally between Constables and JOPs for “operational expenses of the office and court” and “operational expenses of ward constable’s office,” respectively.<sup>12</sup> As with office space, the Parish bears these expenses for the benefit of the Constables and JOPs, but does not relate that any assessment by the Parish was made which would substantiate the absorption of these operating expenses of certain Constables and JOPs.

The JPOIG and Parish agree that there is affirmative support in state law for the parish to reimburse each constable and justice of the peace for “expenses actually incurred by attending 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” State Division of Administration.<sup>13</sup> The Parish budgets for training and travel costs of Constables and JOPs. The scope of this investigation did not extend to an audit of whether Constables and JOPs were reimbursed in accordance with the above guidelines for expenses actually incurred.

#### 4. C/JOP’s Employment Taxes and Benefits

The JPOIG also found that the Parish assumes costs related to C/JOP salaries in the same manner as if the C/JOPs are employees of Parish government. The Parish spent \$116,552 in 2012 in personnel costs related covering Medicare, Social Security, JP Employee Retirement System, Parochial Retirement System, Health Insurance, Life Insurance and Unemployment Insurance for C/JOPs.

In its response, the Parish contends that C/JOPs are both “separate political subdivisions” from the Parish and employees of the Parish for purposes of Medicare, FICA, unemployment insurance and benefits. To this point, the Parish contends that the JOPs are not members of the Judicial Branch of government, and thus, must be employees of the Parish.

The JPOIG cannot reconcile the Parish’s position that Constables and JOPs are both “separate political subdivisions” and employees of the parish. This position presents a question of law under the state constitution as well as statutory law. Clarity may be sought via a request for Attorney General Opinion.

#### 5. Other ethical and legal concerns, C/JOPs “separate political subdivisions” and employees of parish

The Parish includes in its response substantial legal analysis of the relative relationship of C/JOPs to Parish Government to justify certain Parish funding of the C/JOPs or otherwise explain why funding is achieved in a specific manner. The analysis provided by the Parish, while reasonable in any one respect, is incongruous as a whole and belies the lack of purposeful assessment of expenditures related to C/JOPs.

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<sup>12</sup> La.R.S. 13:2590(B).

<sup>13</sup> La.R.S. 13:2590(B).

In reaching its findings and recommendations, the JPOIG assessed the relationship between the Parish and the C/JOPs considering two sources (1) the Parish Charter and (2) the Louisiana Constitution. First, the only elected officials of the Jefferson Parish government under the Parish Charter are members of the Council and the Parish President. Employees of Parish government are those individuals working under the direct supervision of these elected officials or individuals appointed by these elected officials.<sup>14</sup> Constables and JOPs are independent elected officials of specific Wards within Jefferson Parish.<sup>15</sup>

Further, Article V, Judicial Branch, of the State constitution specifically provides that “justice of the peace courts existing on the effective date of this constitution are continued, subject to change by law.”<sup>16</sup> The Attorney General has specifically opined that Constables, like JOPs, are an independent political entity and are not entities of the local governing authority. The separate nature of the C/JOPs does not, in the opinion of the Attorney General, alter or abrogate the statutory responsibilities of the governing authority to the C/JOPs.<sup>17</sup> In a later opinion, the Attorney General separately opined upon the Parish paying any or all of Parish government employees’ contribution to the Parochial Employment Retirement System. The Attorney General opined that there existed no express authority for paying contributions to the retirement system, but the Attorney General recognized that it is within the discretion of the governing authority to adjust employees’ wages to permit contributions.<sup>18</sup>

The Parish takes the position in its response that Constables and JOPs are employees of the Parish for purposes of personnel benefits and retirement. The Parish’s position and practice of funding personnel costs and benefits for C/JOPs is inconsistent with the guidance given above. It is likewise inconsistent with the Parish’s acknowledgment that office space occupied by C/JOPs should be documented by IGAs (Inter-governmental Agreements), e.g. C/JOPs are not governmental entities of Jefferson Parish Government.

In conclusion, the funding of C/JOPs by the Parish as well as the Parish’s absorption of expenses related to C/JOP’s is an example of Parish’s reluctance (1) to adopt a process to ensure meaningful assessment before expenditure of public funds and (2) to recognize opportunities for cost savings. Importantly, the authority to act, e.g. to exercise discretion, is a predicate should not determining factor as to whether the authority is exercised. Assessment, and/or the failure to assess, is often was precedes the discovery of waste, fraud or abuse. Governmental discretion is the power to choose between courses of conduct when making a decision or performing official acts, having it does not obligate one to use it.

JPOIG maintains that Parish’s support of the C/JOP’s is an area that represents an opportunity for substantial cost savings. According, we are pleased that the Parish has acknowledged that

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<sup>14</sup> JP Charter Section 4.03, Personnel Administration, and Section 4.09, Inspector General, are the only two departments under the Charter which are supervised by an individual appointed by a board rather than a Councilmember or the Parish President.

<sup>15</sup> La. Atty. Gen. Opinion 2000-496 and 1992-743, “an elected constable of a Justice of the Peace Court, like a justice of the peace, are independent elected ward officials and are not entities of local governing authority.”

<sup>16</sup> La. Const. Art. V, Section 1.

<sup>17</sup> La. Atty. Gen. Opinion 1992-743.

<sup>18</sup> La. Atty. Gen. Opinion 2013-0098.

review and assessment is merited in many areas and hope that further clarification will be sought from the Attorney General or the legislature regarding Parish obligations.

Lastly, we appreciate the support received from the Parish Administration throughout the investigative process.





## JPOIG CASE NO. 2014-0029

### PUBLIC RELEASE

# INVESTIGATION ON FUNDING OF CONSTABLES AND JUSTICES OF THE PEACE

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OFFICE OF INSPECTOR GENERAL  
JEFFERSON PARISH

DAVID N. McCLINTOCK  
INSPECTOR GENERAL



<b>Date of Report:</b> 03/09/2015	<b>PUBLIC RELEASE</b>	<b>Case #</b> 2014-0029
<b>Timeframe:</b> 2012/2013	<b>Report By:</b> Paul Casadaban	<b>Status:</b> Final
<b><u>Subject of Investigation</u></b>		
<ul style="list-style-type: none"> <li>• Discretionary Funding of Constables and Justices of the Peace</li> </ul>		

**INTRODUCTION AND SCOPE**

**Introduction**

This is an investigative memorandum relating to funding currently paid by Jefferson Parish (the “Parish”) to Jefferson Parish Constables (the “Constables”) and Justices of the Peace (the “JOPs”). The case was opened as a result of information provided by the Metropolitan Crime Commission. Pursuant to JPCO §2-155.10(11) (a), the Jefferson Parish Office of Inspector General (hereinafter “JPOIG”) initiated an evaluation and review of funding paid by the Parish to the Constables and JOPs. The investigation evaluated the mandated and discretionary salaries, benefits and physical assets, including office space.

The JPOIG concluded that there lies a substantial difference between mandated funding and funding actually provided to the C/JOPs. This difference merits a purposeful review by the Parish to determine whether costs incurred are well supported by law, policy and procedure, and whether there exists the opportunity for cost savings. In reaching this conclusion, the JPOIG is cognizant of the variance in workloads among the offices which bears upon the finances of each C/JOPs office. For this reason, the report includes a table of reported salaries of the various offices for comparison purposes.

**Scope**

As a preliminary inquiry, the JPOIG’s investigative scope for this review was as follows:

1. Identify the legal authority by which Constables and JOPs operate and receive compensation.
2. Identify salaries and benefits provided to Constables and JOPs.
3. Identify the legal concerns relating to an evaluation of funding provided by the Parish of Constables and JOPs.

## **BACKGROUND**

Jefferson Parish Justice of the Peace (“JOP”) Courts and Constables are separate and apart from Parish government.<sup>1</sup> Rather than a part of parish government, the courts and Constable are part of the court system, or judicial branch. The judges who preside over JOP courts and the Constables are each elected in a fashion not dissimilar to other judicial offices.<sup>2</sup> The term of office, qualifications and jurisdiction of the JOP court judges and Constables are defined by state law. JOP court judges and Constables are elected to six year terms.<sup>3</sup> The Parish presently has 8 JOP courts, and each court has associated with it an elected Constable. The JPOIG recognizes that the elections of 11/4/2014 replaced the 7<sup>th</sup> JOP and the 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup> and 7<sup>th</sup> Constables; however, the individuals in office during the period of the investigation are set forth in the chart below:

<b>1<sup>st</sup> Justice Court</b>	<b>2<sup>nd</sup> Justice Court</b>	<b>3<sup>rd</sup> Justice Court</b>	<b>4<sup>th</sup> Justice Court</b>
200 Derbigny St., Rm 2100 Gretna, LA 70053	1887 Ames Blvd. Marrero, LA 70072	2654 Jean Lafitte Blvd. Lafitte, LA 70067	P.O. Box 121 Grand Isle, LA 70358
JOP: Vernon J. Wilty, III	JOP: Patrick H. DeJean	JOP: Charlie R. Kerner	JOP: Leon Bradberry, Jr.
Constable: Jonathan Liberto	Constable: Tony Thomassie	Constable: Albert Creppel, Sr.	Constable: Leon Bradberry, Sr.
<b>5<sup>th</sup> Justice Court</b>	<b>6<sup>th</sup> Justice Court</b>	<b>7<sup>th</sup> Justice Court</b>	<b>8<sup>th</sup> Justice Court</b>
1221 Elmwood Park Blvd. #602 Jefferson, LA 70123	1803 Williams Blvd. Kenner, LA 70062	1613 Somerset Place Marrero, LA 70072	1903 Short Street Kenner, LA 70062
JOP: Charles V. Cusimano II	JOP: Kevin J. Centanni	JOP: Thomas Scrubbs <sup>4</sup>	JOP: Roscoe W. Lewis, Sr.
Constable: Dan Civello	Constable: Joe Bourgeois	Constable: James Cooper	Constable: Charles Wilson, Sr.

The JOP courts, including the salaries and benefits provided to the judges and Constables, are funded through a combination of sources. These sources include fees paid to the courts by the public, state funding, and parish funding. Minimal funding for these courts is guaranteed under state law. We found that fees earned by the courts vary widely. However, the guaranteed funding represents both state funds and Parish funds.

<sup>1</sup> See Jefferson Parish Charter Article 1 provides that the Parish Council shall be the legislative and policy making body of the parish. Article 3 provides that the Parish President shall be the chief administrative officer. These branches of government and the departments organized thereunder generally comprise Parish government.

<sup>2</sup> La. Const. art. 5, sec. 20; Redwine v. State, 94-0160, (La. App. 1 Cir. 12/22/94), 649 So. 2d 61; In Re Wilkes, 403 So.2d 35, 44 (La.1981).

<sup>3</sup> La.R.S. 13:2582 and 13:2583.

<sup>4</sup> JOP Eugene Fitchue was previously elected 7<sup>th</sup> District JOP and resigned his office effective 5/30/14. Immediately thereafter, 2<sup>nd</sup> District JOP Patrick DeJean was appointed as JOP *pro tempore* for the 7<sup>th</sup> Justice Court effective 5/31/14 in addition to his 2<sup>nd</sup> District duties. JOP DeJean was replaced as 7<sup>th</sup> District JOP when Thomas Scrubbs was appointed 7<sup>th</sup> District JOP *pro tempore* by the Louisiana Supreme Court effective 8/5/14 to 12/31/14 or until further notice of the Court.

### Funding: Mandated v. Discretionary

The funding required of the Parish under State law is, for purposes of this report, referred to as mandated funding. The funding provided by the Parish to the courts which exceeds the amount required under state law is referred to as “discretionary” or “over funding.” This represents the amount funded through the Parish that is over and above that required under State law. Parish funding of Constables and JOP judges is captured within the “General Fund” of the Parish published budget.<sup>5</sup>

The various funding sources and types are discussed below in greater detail:

#### 1. Court Fees

Constables and JOP’s are compensated through fees collected by the Justice of the Peace Courts.<sup>6</sup> State law provides that the fees and deposits are to be split 50/50 between the Constables and the JOPs.<sup>7</sup> There is neither a minimum amount nor a maximum amount anticipated by State law for purposes of this compensation. Therefore, compensation earned by JOP’s and Constables varies widely depending upon the amount of fees collected in each court. In addition, State law allows for Constables and JOPs to receive annual State supplemental pay.

#### 2. State Supplemental Pay

State supplemental pay of up to \$1200 per annum is authorized by La. R.S. 13:2591 as a match to Parish funding to the Constables and JOPs as follows:

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.

Thus and in Jefferson Parish, each C/JOP is mandated to receive a minimum of \$1,800 per annum in salary, with \$900 being provided by the Parish and \$900 by the State as matching compensation. Other mandated non-Parish income is received by the Constables and JOPs that is derived from court fees. However, the overall Jefferson Parish salary is \$20,400 per annum. Therefore, each C/JOP would receive the full \$1,200 in state matching funds.

#### 3. (Mandated) Parish Funding

The Parish is mandated by statute to provide certain compensation to these independent constables and judges of \$900 annually.<sup>8</sup> Pursuant to La. R.S. 13:5802, a qualifying Parish is mandated to pay \$360 per annum to C/JOP’s, where qualifying Parishes are as follows:

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<sup>5</sup> Jefferson Parish Budget, General Fund – Justice of Peace (10010-0027).

<sup>6</sup> La. R.S.13:2590 and La. R.S.13:2591.

<sup>7</sup> La. R.S. 13:2590 provides that “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.”

<sup>8</sup> La. R.S.13:5802 and La. R.S.13:2589.

The police jury in all parishes having a population of over five thousand shall fix the pay of constables and justices of the peace and said salary shall be not less than thirty dollars per month.

Further, and pursuant to La. R.S. 13:2589, the Parish is mandated to pay a minimum of \$900 per annum to each C/JOP, inclusive of the \$360 per annum as indicated above, as follows:

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, 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 La. R.S. 33:1702 (Redesignated as La R.S. 13:5802).

4. Discretionary Funding

Jefferson Parish annually provides compensation and additional financial support to Constables and JOPs at a level substantially above what is required by State law. The Parish currently pays Constables and JOPs the most of any Parish in the State. In addition, the Parish also provides personnel benefits to Constables and JOPs in the same fashion as if they are employees of the Parish. Using data from 2012 and 2013, the Parish is expending approximately \$450,000.00 per year over what is required by State law in discretionary compensation, benefits, and other miscellaneous financial support for Constables and JOPs.

Using the 2012/2013 data as a baseline for projecting future costs, the Parish can expect to provide approximately 3 million dollars in additional discretionary funding over the standard six year term for which Constables and JOPs are elected.

**INVESTIGATIVE METHODOLOGY AND ANALYSIS**

Because the Parish’s funding of Constables and JOP’s exceeds the mandated sums, we sought to determine the specific expenses associated with the Parish’s support of these offices. It was determined that Parish expenditures were incurred across various expense types to include salary, benefits, and in unrealized rental value of Parish owned office space. See Table 1.

Table 1 Annual Parish/State Funding of C/JOPs				
	Annual Salary All C/JOP	Annual Benefits C/JOPs	Annual Support Other	Totals
Parish Mandated	\$14,400	N/A	N/A	\$14,400
<b>Parish Discretionary</b>	<b>\$312,000</b>	<b>\$132,535</b>	<b>\$57,009</b>	<b>\$501,544</b>
State Matching Funds	\$19,200	N/A	N/A	\$19,200
<b>Parish/State Funding:</b>	<u>\$345,600</u>	<u>\$132,535</u>	<u>\$57,009</u>	<u>\$535,144</u>

\* Annual Benefits includes all non-salary funds expended.

\*\* Annual Support Other includes the Fair Market Value of the office space provided to certain JOPs.

In the sub-sections below, we examine the types of expenses in detail for the purpose of costs incurred by Parish through mandatory and discretionary expenses. See Tables 2 and 3.

Justices of the Peace Courts	2012 Actual Parish Expenses	Mandatory Parish Expenses	Discretionary Annual Expenses	Discretionary Expenses Across 6 yr. Election Term
<b>Personal Salaries – Total</b>	<b>\$163,201.00</b>	<b>\$7,200.00</b>	<b>\$156,001.00</b>	<b>\$936,006.00</b>
<b>Personal Benefits – Total</b>	<b>\$67,226.00</b>	<b>\$0.00</b>	<b>\$67,226.00</b>	<b>\$403,356.00</b>
Medicare	\$1,629.00	\$0.00	\$1,629.00	
Social Security (FICA)	\$3,500.00	\$0.00	\$3,500.00	
JP Employee Ret. Sys.	\$2,840.00	\$0.00	\$2,840.00	
Paroch. Emp. Ret. Sys.	\$17,750.00	\$0.00	\$17,750.00	
Health Insurance	\$35,997.00	\$0.00	\$35,997.00	
Life Insurance	\$192.00	\$0.00	\$192.00	
Pension Factor	\$4,697.00	\$0.00	\$4,697.00	
Unemployment Insur.	\$621.00	\$0.00	\$621.00	
<b>Supplies – Total</b>	<b>\$26.00</b>	<b>\$0.00</b>	<b>\$26.00</b>	<b>\$156.00</b>
Office Supplies	\$26.00	\$0.00	\$26.00	
<b>Prof./Tech. Services – Total</b>	<b>\$3,050.00</b>	<b>\$0.00</b>	<b>\$3,050.00</b>	<b>\$18,300.00</b>
Computer Service	\$1423.00	\$0.00	\$1423.00	
Security Unit	\$1627.00	\$0.00	\$1627.00	
<b>Other Services – Total</b>	<b>\$7,344.00</b>	<b>\$0.00</b>	<b>\$7,344.00</b>	<b>\$44,064.00</b>
Cent. Telephone Serv.	\$2,641.00	\$0.00	\$2,641.00	
Cent. Printing Chrg.	\$179.00	\$0.00	\$179.00	
Training and Trvl. Cost	\$3,329.00	\$0.00	\$3,329.00	
<b>TOTALS</b>	<b>\$240,847.00</b>	<b>\$7,200.00</b>	<b>\$233,647.00</b>	<b>\$1,401,882.00</b>

Constables	2012 Actual Parish Expenses	Mandatory Parish Expenses	Discretionary Annual Expenses	Discretionary Expenses Across 6 yr. Election Term
<b>Personal Salaries – Total</b>	<b>\$163,201.00</b>	<b>\$7,200.00</b>	<b>\$156,001.00</b>	<b>\$936,006.00</b>
<b>Personal Benefits – Total</b>	<b>\$49,326.00</b>	<b>\$0.00</b>	<b>\$49,326.00</b>	<b>\$295,956.00</b>
Medicare	\$2,112.00	\$0.00	\$2,112.00	
Social Security (FICA)	\$2,581.00	\$0.00	\$2,581.00	
JP Employee Ret. Sys.	\$2,802.00	\$0.00	\$2,802.00	
Paroch. Emp. Ret. Sys.	\$10,580.00	\$0.00	\$10,580.00	
Health Insurance	\$28,066.00	\$0.00	\$28,066.00	
Life Insurance	\$196.00	\$0.00	\$196.00	
Pension Factor	\$2,376.00	\$0.00	\$2,376.00	
Unemployment Insur.	\$613.00	\$0.00	\$613.00	
<b>Prof./Tech. Services – Total</b>	<b>\$1,410.00</b>	<b>\$0.00</b>	<b>\$1,410.00</b>	<b>\$8,460.00</b>
Computer Service	\$1,410.00	\$0.00	\$1,410.00	
Security Unit	\$0.00	\$0.00	\$0.00	
<b>Other Services – Total</b>	<b>\$4,153.00</b>	<b>\$0.00</b>	<b>\$4,153.00</b>	<b>\$24,918.00</b>
Training and Trvl. Cost	\$4,153.00	\$0.00	\$4,153.00	
<b>TOTALS</b>	<b>\$218,090.00</b>	<b>\$7,200.00</b>	<b>\$210,890.00</b>	<b>\$1,265,340.00</b>

## Salary

Each of the eight Constables and eight JOP judges in Jefferson Parish receive annual salaries of \$20,400, which is inclusive of the \$900 state mandated minimum funding. These salaries are paid by the Parish with Parish funds. Thus, the Parish is over funding the annual salaries of each Constable and JOP judge by \$19,500, which represents the difference in the amount paid over the amount mandated to be paid under State law.

Under State law, the Parish is mandated, in the cumulative sense, to incur a cost of \$14,400 for the salaries of all the Constables and JOP judges (16 x \$900). The Parish incurs an addition annual cost of \$312,000 in salaries paid the Constables and JOP judges (16 x \$19,500). Because these salaries may not be reduced during a term of office, the JPOIG evaluates these expenditures across a 6 year term. Therefore, the Parish will have expended approximately \$1,872,000 over and above what is required by State law at the end of the six year term of office of the Constables and JOP judges. See Table 4.

	Source of Salary Paid		
	Annual Individual C/JOP	Annual All C/JOPs	6 Yr. Election Cycle
Parish Mandated	\$900	\$14,400	\$86,400
Parish Discretionary	\$19,500	\$312,000	\$1,872,000
State Matching Funds	<u>\$1,200</u>	<u>\$19,200</u>	<u>\$115,200</u>
<b>Parish/State Funding:</b>	<b><u>\$21,600</u></b>	<b><u>\$345,600</u></b>	<b><u>\$2,073,600</u></b>

## Personnel Cost and Benefits

Constables and JOP judges elected in Jefferson Parish are being provided with benefits by the Parish in the same manner as Parish employees. There is a distinction between permitting another elected official of the Parish to participate in the same group benefits plan as the Parish employees and funding those benefits as if the elected officials were Parish employees. The Parish is presently funding benefits for JOP judges and Constables as if they were a Parish employee. Of the 63 state parishes with JOP and Constables, not more than 12 parishes pay benefits to Constables and/or JOP judges. This is addressed in more detail in later sections of the report.<sup>9</sup>

Personnel based benefits included Medicare, Social Security, Jefferson Parish Retirement System, Parochial Employees Retirement System, health insurance, life insurance, pension factor, and unemployment insurance. It was determined that, where not otherwise prescribed by law, benefits were extended and costs allocated in the same fashion as they are extended to Parish employees. Further, the various benefits provided, or offered, all have unique cost or fee structures.

In the case of those funded entirely by the Parish, such a basic life insurance, the cost born by the Parish is based upon the gross salary base, which is inclusive of the Constables and JOPs. See Table 5. In the case of opt-in or shared cost benefits, such as pensions, the Constables and JOPS

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<sup>9</sup> While there are 64 Parishes New Orleans does not have JOPs and Constables so all comparisons made relate to the remaining 63 Parishes.



contribute just as any Parish employee, and the Parish is bearing the burden of the employer contribution notwithstanding that the Constables and JOP judges are not Parish employees. Ultimately, it was determined that the costs associated with benefits during 2012 amounted to \$67,226 for JOPs and \$49,326 for constables or a combined \$116,552 annually.

Table 5 Personnel Benefit Expenses Structure	
Benefit	Employee/Employer Funding
Parochial Employees Retirement System Participants (PERS)	<p><u>Employer Contribution</u>: Jefferson Parish pays 16% of employee gross salary as the employer contribution to the retirement system.</p> <p><u>Employee Contributions</u> for employees joining before 1986.</p> <p>Jefferson Parish adds 10.4972% to the gross Parish compensation of the C/JOP and then subsequently deducts 9.5% from the new salary figure as the employee contribution to the retirement plan.</p> <p><u>Employee Contributions</u> for employees joining after 1986</p> <p>Jefferson Parish adds 0.2506% to the gross Parish salary of the C/JOP then subsequently deducts 9.5% from the new salary figure as accounting for the employee contribution to the retirement plan.</p>
Life Insurance	<p>The Basic Life Insurance Plan is fully funded by the Parish at a 0.102% per \$1000 of the gross Parish salary (rounded up).</p> <p>Employees can opt to increase the benefit and pay the premium.</p>
Hospitalization Insurance	<p>This opt-in benefit shares costs:</p> <p>Employee contributions range from \$55.14 to \$344.62 bi-weekly.</p> <p>Employer contributions range from \$441.12 to \$1020.06 per month.</p>

Non-Personnel Costs: Operational expenses and training costs

Parish funding of Constables and JOP judges is published in the Parish budget. The funding provided by the Parish is reported as expenses paid through the Parish “General Fund,” and reported much in the same manner as other “General Fund” departments (ie. Internal Audit) even though the Constables and JOP judges are not a part of Parish government. Within each Constable and JOP budget, there are associated line items including office supplies, computer services, security, central telephone services, central printing, and training/travel. These line items are in addition to salary and related expenses discussed above. See Attachment A. These amounts represent additional funding for the Constables and JOP’s, and an added encumbrance upon the Parish’s “General Fund” monies.

Across the combined Constable and JOP budgets, the Parish expenditures categorized as supplies, computer services, and other amounts add up to a combined amount of \$15,983 annually or \$95,898 over a 6 year term of office based on 2012 budget levels. Contained within the aforementioned figure are training and travel costs of \$416 per individual Constable and JOP annually. La. R.S. 13:2591(B) provides that a Parish “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.” The Parish budgets funds for travel and training costs for the Constables and JOPS. It should be noted that the JPOIG has not audited or otherwise determined if expenditures under this category were completed in accordance with the provisions of La. R.S. 13:2591(B) as it pertains to amounts or reimbursement basis.

Office Space – Fair Market Value

Some Justice of the Peace Courts are utilizing Jefferson Parish government office space rent free. While the JPOIG recognizes that it may be permissible to provide office space to other governmental entities, the value of the space should be a consideration in evaluating needed funding. Further, occupancy of space should be memorialized in a written agreement which reflects the fair market value of the space being provided. Incorporating fair market value provides an objective measure by which the Parish can evaluate the cost/value associated with the occupancy.

The JPOIG attempted, but was unable, to obtain copies of fully executed Cooperative Endeavor Agreements between the Parish and Second and Fifth Justice Courts respectively for the office space utilized by those courts in Parish buildings.<sup>10</sup> Copies of partially executed agreements for office space occupied by the 2<sup>nd</sup> and 5<sup>th</sup> JOP courts were found. See Attachment B. There are no agreements which could be located for Parish office space occupied by the 1<sup>st</sup> Justice Court.<sup>11</sup>

Table 6 represents the 2013 fair market value of Parish-owned property being provided to three of the eight JOP Courts who occupy Parish office space. The combined annual fair market value of the space is \$57,009.72 which over a six year term of a JOP is \$342,058.32.

Table 6 Fair Market Value (“FMV”) of Parish Office Space provided to JOP Courts							
JOP Court	Office Location	Sq.ft <sup>12</sup>	FMV per sq. ft. <sup>13</sup>	2013 FMV of Parish Office Space	Rent Paid <sup>14</sup>	Term of Occupancy <sup>15</sup>	Value Across 6 yr. Term
1 <sup>st</sup> Justice Court	GGB - Suite 2100, 200 Derbigny Street, Gretna LA 70053	1,520	\$16.95	\$25,764.00	\$0.00	No Agreement	\$154,584.00
2 <sup>nd</sup> Justice Court	1887 Ames Boulevard, Marrero, LA 70072	1,100	\$16.95	\$18,645.00	\$0.00	CEA	\$111,870.00
5 <sup>th</sup> Justice Court	Yenni - Suite 602 1221 Elmwood Park Blvd., Jefferson LA	774	\$16.28	\$12,600.72	\$0.00	CEA	\$75,604.3
<b>TOTALS</b>				<b>\$57,009.72</b>			<b>\$342,058.32</b>

<sup>10</sup> Letter of 10/15/14 from Parish Council Clerk Eula Lopez to the JPOIG indicating that her office is unable to provide signed copies of the agreements between 2<sup>nd</sup> and 5<sup>th</sup> JOP Courts for the use of office space. The referenced agreements are pursuant to Parish Council Resolutions 107588 and 117833 respectively.

<sup>11</sup> Email of 8/12/2014 from Nicole M. Tomba, Senior Assistant Parish Attorney, indicating no current agreement exists between the Parish and First Justice Court for that court’s use of office space.

<sup>12</sup> Square footage of space utilized by JOP as determined by Parish records and sources.

<sup>13</sup> Fall 2013 average Fair Market Value as determined by the April 2014 Volume 46 Real Estate Market Analysis published by The Institute for Economic Development and Real Estate Research at The University of New Orleans.

<sup>14</sup> Based upon written agreements and/or the lack of evidence of any rental arrangement.

<sup>15</sup> The 2<sup>nd</sup> and 5<sup>th</sup> JOP Courts are governed by Cooperative Endeavor Agreements (CEAs) respectively. There is no record of any formal agreement in place between the Parish and the First District JOP Court.

Although the JPOIG was unable to locate fully executed CEA's for the office space provided we did attempt to also verify the existence of the insurance policies as contemplated in the incomplete CEA's. We were also unable to verify the existence of any insurance policies. See Attachment C.

Earnings – JOP Judges

Considering only the JOPs, the annual cost of Parish support for discretionary pay and all benefits is collectively \$233,647 or \$29,205.86 per JOP on average.

While inclusive of the Parish's compensation we felt it was of interest and relevant to this report to determine and consider self-reported JOP compensation levels. See Table 7. While these figures do include non-Parish funds garnered from associated court costs the figures may merit consideration by the Parish in determining future funding levels or related benefits. According to figures that are self-reported to the Louisiana Supreme Court the 8 Parish JOPs compensation range from \$21,600 to \$238,622.<sup>16</sup> The JPOIG is aware that the work and workload vary between the various courts substantially. The average compensation reported is \$93,983.38 (\$751,867/8).

Justice Court	Justices of the Peace	2012/2013 Total Self- Reported JOP Income
5 <sup>th</sup>	Charles V. Cusimano	\$238,622 (2013)
1 <sup>st</sup>	Vernon J. Wilty, III	\$220,630 (2012)
6 <sup>th</sup>	Kevin J. Centanni	\$110,663 (2012)
2 <sup>nd</sup>	Patrick H. DeJean	\$59,700 (2012)
7 <sup>th</sup>	Eugene Fitchue	\$54,370 (2012)
3 <sup>rd</sup>	Charlie R. Kerner	\$24,192 (2012)
4 <sup>th</sup>	Leon Bradberry, Jr.	\$22,090 (2013)
8 <sup>th</sup>	Roscoe W. Lewis, Sr.	\$21,600 (2012)

While not all JOPs utilize Parish offices those of the 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> Justice Courts do utilize Parish space and receive an associated benefit. In the case of the 1<sup>st</sup> and 5<sup>th</sup> Justice Court the Parish office space is utilized by both the JOP and the Constable, while the Parish office space provided to the 2<sup>nd</sup> Justice Court is only utilized by the JOP. Therefore, we make the assumption that one-half of the FMV of the provided office space is assignable to the 1<sup>st</sup> and 5<sup>th</sup> JOPs, as the space is shared with the respective constable. Conversely, since the JOP of the 2<sup>nd</sup> Justice Court utilizes the space without the constable the full value is assigned. See Table 8.

Justice Court	Justices of the Peace	100% FMV of Parish Office	50% FMV of Parish Office
1 <sup>st</sup>	Vernon J. Wilty, III		\$12,882
2 <sup>nd</sup>	Patrick H. DeJean	\$18,645	
5 <sup>th</sup>	Charles V. Cusimano		\$6,300.36

<sup>16</sup>This data represents the most recent Personal Financial Disclosure Statements on record with the Louisiana Supreme Court. The parenthetical notation next to each figure represents the income associated with that JOP for the given year. These financial statements are unverified and self-reported by the individual JOPs listed. Until 2014, JOPs were required to file a Personal Financial Disclosure Statement each year with the State Supreme Court. However, by order of the Louisiana Supreme Court dated February 27, 2014, JOPs are no longer required to submit this financial disclosure form. Despite the removal of this requirement, two JOPs, Cusimano and Bradberry, still submitted 2013 income information to the Louisiana Supreme Court even though it was not required.

Earnings -- Constables

Considering only Constables, the cost of annual Parish support for discretionary pay and all benefits is collectively \$210,890 or \$26,361.25 per constable on average.

For the same reasons as noted above for JOPs we felt it was of interest and relevant to this report to determine and consider self-reported constable compensation levels. See Table 9. While these figures do include non-Parish funds garnered from associated court costs the figures may merit consideration by the Parish in determining future funding levels or related benefits. According to figures that are self-reported to the Louisiana Legislative Auditor the 8 Parish constables compensation ranged from \$22,355 to \$91,297 in 2013. The JPOIG is aware that the work and workload vary between the various courts substantially as does the compensation levels reported; however, the average compensation is \$65,703.14 (\$459,922/7).

Justice Court	Constables	2013 Constable Salary <sup>17</sup>
5 <sup>th</sup>	Dan Civello	\$157,103.00
6 <sup>th</sup>	Joe Bourgeois	\$92,834.00
1 <sup>st</sup>	Jonathan Liberto	\$91,297.00
2 <sup>nd</sup>	Tony J. Thomassie	\$42,391.00
8 <sup>th</sup>	Charles L. Wilson, Sr.	\$30,982.28
3 <sup>rd</sup>	Albert T. Creppel, Sr.	\$22,355.00
4 <sup>th</sup>	Leon Bradberry, Sr.	\$22,960.12
7 <sup>th</sup>	James Cooper	\$0.00

In addition, and as set forth in the previous section there is a portion of the FMV of the Parish office space utilized by the constables of the 1<sup>st</sup> and 5<sup>th</sup> Justice Courts who share the space with the respective JOPs. See Table 10.

Justice Court	Constable	50% FMV
1 <sup>st</sup>	Jonathan Liberto	\$12,882
5 <sup>th</sup>	Dan Civello	\$6,300.36

Combined Costs – All Inclusive

In considering all discretionary salary, personnel benefits, non-personnel benefits, and FMV of Parish provided office space we find that in 2012 the Parish expended \$501,544.72 in funds above those required. See Table 11.

Cost Type	Cost
Salary	\$312,000
Personnel Benefits	\$116,552
Non-Personnel Benefits	\$15,983
FMV of Parish Office Space	\$57,009.72
<b>Annual Total</b>	<b>\$501,544.72</b>

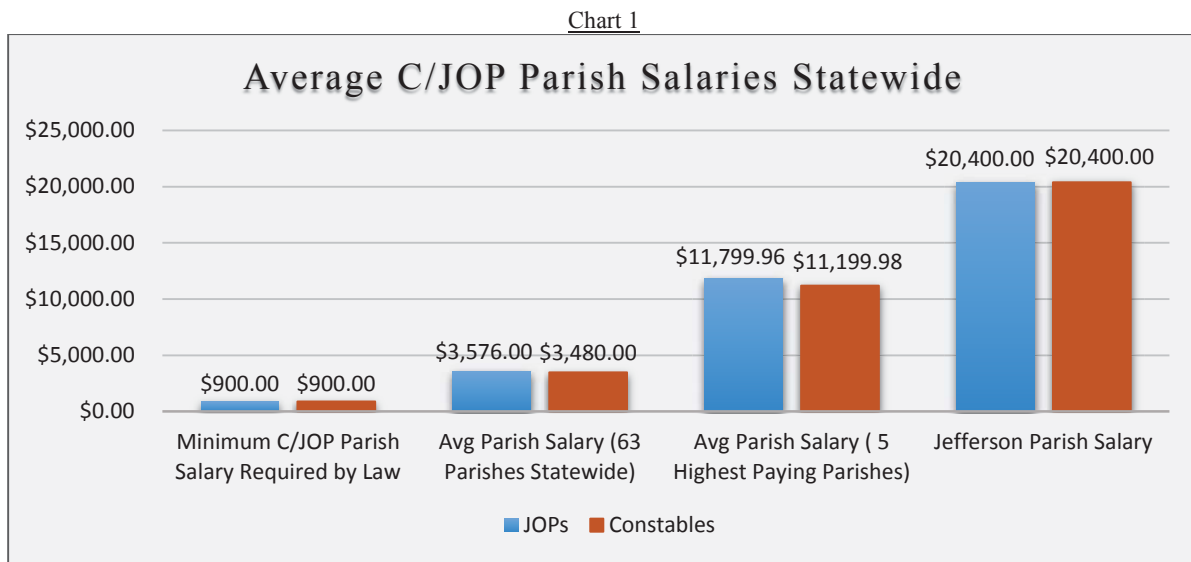
<sup>17</sup>These figures represent the salary reported by each Constable, except Civello, on the 2013 Financial Statements Affidavit required by LA. R.S. 24:513 and 24:514 to be filed with the Office of the Legislative Auditor. The JPOIG is unable to verify the accuracy of these salaries because the incomes taken from the Financial Statements Affidavits are self-reported by the constables and are not otherwise independently verified. As a result, errors may exist. Constable Civello provided the information pertaining to his reported salary directly to the JPOIG.

Adjustments to Salary and/or Benefits of Constables and JOPs

We have established using the data from 2012 and 2013 that the level of financial support provided by Jefferson Parish in the form of compensation, benefits, and office space exceeds the required state mandates by over one half of a million dollars. When considered against a 6 year election cycle or Constables and JOPs the Parish voluntarily spends an estimated \$3,162,816 more than it is required to by State law.

Turning to a comparative analysis of salaries across parishes statewide we find that in 2013 the average parish salary statewide was \$3,480.00 for constables and \$3,576 for JOPs.<sup>18</sup> See Attachment D. However, Jefferson Parish pays Constables and JOPs each \$20,400.00 per year. The salary only cost incurred by Jefferson Parish to support the 16 Constables and JOPs at the current level of \$20,400 amounts to \$326,400. However, the salary only cost to support the same number of C/JOP at the State average funding levels (\$3,480.00 for constables and \$3,576 for JOPs) would amount to an annual total salary cost to the Parish of \$112,896 or a savings of \$213,504 per annum.

Given that against the State mandated salary is \$900, Jefferson Parish’s salary of \$20,400 exceeds the minimum by approximately 2,200% and the average statewide parish salary by over 500%. See Chart 1.



Beyond the basic cost of salaries paid to the Constables and JOPs, Jefferson Parish also incurs costs associated with the discretionary funding of benefits. We noted that only 12 of 63 parishes with JOP Courts provide some form of benefits. Moreover, only 9 of those 63 parishes provide some form of benefits to constables.

<sup>18</sup> Average salary data taken from the Louisiana JOP/Constable Association 2013 Statistics.

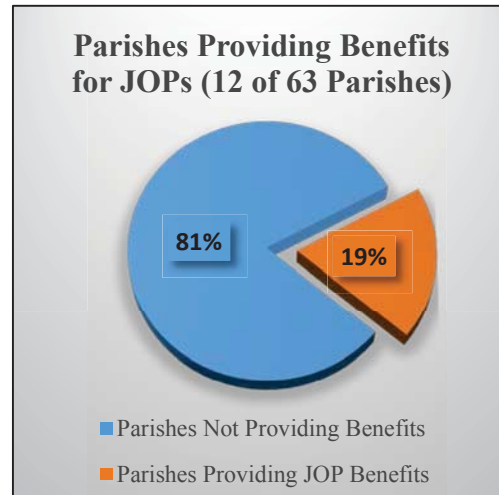
Salary and Benefits Comparison - JOPs

The cost of providing benefits can be determined using the data from Tables 2 and 3 above. In all comparisons below, the figures used will be those associated with the discretionary funding currently provided. See Attachment D.

Considering the JOPs, our data indicated that the total annual Jefferson Parish discretionary support amounted to \$233,647 where the actual salary cost amounted to \$156,001 or 67% of the total.<sup>19</sup> Therefore, we find that the remaining \$77,646 or 33% was consumed by the provision of benefits that are not provided in 51 of the 63 parishes.

In comparison we considered the total cost to support JOPs based upon the State average parish salary of \$3,576 and a 33% benefits cost. We find the extrapolated additional benefits cost would amount to an additional \$1180.08 or a combined per JOP annual expense of \$4,756.08. Therefore, the estimated cost to support 8 JOPs at the state average pay and with the current Jefferson Parish salary to benefits ratio would amount to \$38,048.64 annually as compared to the current cost of \$233,647. The result would be a reduction of \$195,598.36 or 614% of current cost per annum.

Chart 2

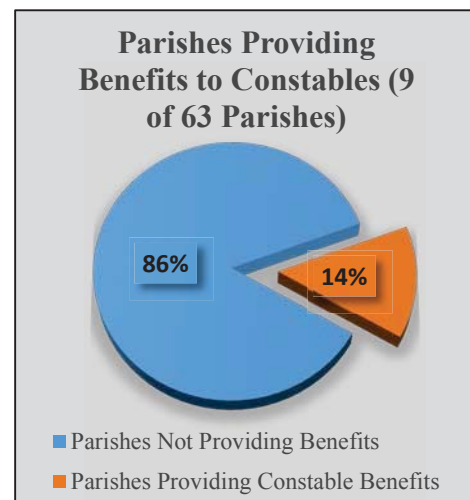


Salary and Benefits Comparison Constables

Considering the Constables in the same fashion as the JOPs, our data from Table 3 indicates that total annual Jefferson Parish support amounted to \$210,890 where the actual salary cost amounted to \$156,001 or 74% of the total. Therefore, we find that remaining \$54,889 or 26% was consumed by the provision of discretionary benefits that are not provided to constables in 54 of 63 parishes. See Attachment D.

In comparison we considered the total cost to support constables based upon the state average annual supplemental salary of \$3,480 for constables and a 26% benefits cost. We find the extrapolated additional benefits cost would amount to an additional \$904.80 or a combined per constable annual expense of \$4,384.80. Therefore, the estimated cost to support 8 constables at the state average pay and with current Jefferson Parish salary to benefits ratio would amount to \$35,078.40 annually as compared to the current cost of \$210,890. The result would be a reduction of \$175,811.60 or 601% per annum.

Chart 3



<sup>19</sup> Figures are not inclusive of any value derived from the use of Parish owned real estate.

## The General Authority for the Jefferson Parish Council to Reduce the Salary of Constables and JOPs

As indicated previously Justice of the Peace courts are constitutional offices exercising the judicial power of the State of Louisiana, and presiding justices are judges within the contemplation of the law.<sup>20</sup> There are 8 JOP Districts in Jefferson Parish. See Attachment E. 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."<sup>21</sup> Moreover, constables and 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."<sup>22</sup>

Despite the aforementioned constitutional prohibitions on the reduction of compensation for a C/JOP during the term for which he is elected, the Louisiana Attorney General's Office has opined the following:

Given no express prohibition, we must conclude that it is not illegal for the salary of a justice of the peace or constable to be cut after he has qualified or been elected, but before the actual date of his term begins.<sup>23</sup>

Despite the aforementioned Attorney General's Opinion, however, the salary protections of the aforementioned Constitutional articles have been found by Louisiana courts to attach at the time the public official is elected and not at the time that he or she takes office.<sup>24</sup> Louisiana courts have held that, "the legitimacy of popular elections in our democratic society demands that the public and the officials they elect know on the day of election that at least during the term for which [the official] is elected neither the compensation nor the term then fixed for the office will be decreased for any reason."<sup>25</sup>

Thus, for non-incumbent newly elected Constables and JOPs, it appears that a reduction in the prospective Parish salary at any time before the future C/JOP is elected would not offend the current law. In this way, the salary reduction does not occur by the time of election or during the term for which he is elected.

For incumbent Constables and JOPs who find themselves re-elected and whose terms of office essentially run concurrently, the ability to reduce salary becomes slightly more complicated. As both constitutional provisions mandate that compensation, "shall not be reduced during the term for which he is elected," any proposed reduction could arguably be enacted in the present term, but having an impact felt only in future terms.

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<sup>20</sup> See La. Const. art. 5, sec. 20; *Redwine v. State*, 94-0160, (La. App. 1 Cir. 12/22/94), 649 So. 2d 61; *In Re Wilkes*, 403 So.2d 35, 44 (La.1981).

<sup>21</sup> See La. Const. art. 5 sec. 21.

<sup>22</sup> See La. Const. art. 10 sec. 23.

<sup>23</sup> See La. Attorney General's Opinion No. 97-154.

<sup>24</sup> See *Hoag v. State ex rel. Kennedy*, 836 So.2d 207 (La. App., 2002) citing *Avoyelles Parish Justice of the Peace v. Avoyelles Parish Police Jury*, 98-543, p. 12 (La.App. 3 Cir. 6/23/99), 758 So.2d 161, 167-168, writ denied. 99-2210 (La.12/17/99), 754 So.2d 217.

<sup>25</sup> *Id.*

Reducing the salary prospectively as described above finds support in the jurisprudence as the Louisiana Second Circuit Court of Appeal has stated:

It appears well settled that a person elected to a public office ordinarily has no vested prospective right that prevents a legislative branch, or other proper authority, from abolishing the office, reducing the term of office or reducing the rate of compensation for the office.<sup>26</sup>

Moreover, to interpret the aforementioned constitutional articles as preventing the prospective reduction in incumbent C/JOP salaries would lead to absurd consequences whereby a Parish would be foreclosed from ever being able to reduce the salary of a re-elected incumbent C/JOP. Indeed, such an interpretation would seem to violate established canons of Louisiana statutory interpretation which provide that, “When a provision is clear and unambiguous and its application does not lead to absurd consequences, its language must be given effect, and its provisions must be construed so as to give effect to the purpose indicated by a fair interpretation of the language used.”<sup>27</sup> That is, laws should be construed in a manner that avoids absurd results. As mentioned above, achieving this end would entail using language that prospectively reduces the salary of a future term, but becomes effective in the present term before the C/JOP became elected.

Currently, the terms of office for all sitting Constables and JOPs expire on December 31, 2014. The primary and general election for all Constables and JOPs will be held on November 4, 2014 and December 6, 2014 respectively with the new term beginning on January 1, 2015. Therefore, the legislation would need to be passed preferably any time prior to the November 4, 2014 primary elections. In this way, the reduction in salary does not appear to be effective at the time of election or during the term for which any C/JOP is elected. Should the language of the resolution explicitly provide for the reduction to take place effective after the election or in 2015 then such language would likely run afoul of the constitutional and jurisprudential prohibitions described earlier.

## **FINDINGS**

After reviewing the various activity, agreements, and documentation related to Jefferson Parish Constables and JOPs and considering applicable laws and precedents, the JPOIG has made a series of findings concerning opportunities for substantial savings in the area of C/JOP benefits and/or compensation levels. The JPOIG believes the following findings and recommendations merit consideration.

1. Jefferson Parish’s cost to support the Constables and JOPs exceeded state mandated costs by \$501,544.72 in 2012 annually as follows:
  - Salary \$312,000
  - Personnel Benefits \$116,552
  - Non-Personnel Benefits \$15,983
  - FMV of Parish Office Space \$57,009.72

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<sup>26</sup> See *Hoag v. State ex rel. Kennedy*, 836 So.2d 207 (La. App., 2002) citing *Fisk v. Police Jury of Jefferson, Left Bank*, 116 U.S. 131, 133-134, 6 S.Ct. 329, 330.

<sup>27</sup> See La. C.C. art. 9; La. C.C. art. 2046; *Arabie v. Citgo Petroleum Corp.* (La., 2012); *New Orleans v. Assessors' Retirement Fund*, 986 So.2d 1 (La., 2007).



2. Jefferson Parish is providing rent-free office space to the 1<sup>st</sup>, 2<sup>nd</sup>, and 5<sup>th</sup> Justice Courts.
3. The JPOIG was not able to verify any CEA or IGA 's for the 1<sup>st</sup>, 2<sup>nd</sup>, and 5<sup>th</sup> Justice Courts.
  - No CEA or IGA was located pertaining to the 1<sup>st</sup> Justice Court.
  - The JPOIG was unable to obtain a fully executed CEA for 2<sup>nd</sup> Justice Court.
  - The JPOIG was unable to obtain a fully executed CEA for 5<sup>th</sup> Justice Court.
4. Jefferson Parish is providing employer contributions to certain participating Constables and JOPs with regard to retirement and benefits plans in the same manner as Parish employees.
5. Jefferson Parish receives no reimbursement from Constables and JOPs for the payment of employer benefits contributions paid by Jefferson Parish.

## **RECOMMENDATIONS**

A primary goal of the JPOIG is to identify areas of potential cost savings to Jefferson Parish. In addition we strive to identify areas where internal control weaknesses or inefficiencies can be eliminated or improved.

The JPOIG believes that a purposeful review of the Parish's discretionary salary and benefits funding of the Constables and JOPs is in order. In addition, we believe the process of establishing any extension of benefits should be reviewed to ensure they are fully documented and properly supported.

1. The JPOIG recommends that the Parish Council review and revise, as is appropriate the discretionary salary and compensation currently afforded to the Constables and JOPs. We further recommend 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.
2. That the Parish ensure any office space provided to Constables and JOPs be in the form of a formally adopted and fully executed Cooperative Endeavor Agreement ("CEA") prior to space being occupied. Further, that the CEA state the fair market value and the manner in which that value will be assessed throughout the term of the agreement, that any rent offset, full or partial, be set forth, and that in the event of a rent offset the commensurate value be clearly stated.

## NOTICE

This report will be posted on the Jefferson Parish Office of Inspector General's website at [www.jpoig.net](http://www.jpoig.net). If you need any assistance relative to this report, please contact David N. McClintock, Inspector General at (504) 736-8962.

### **REPORT FRAUD, WASTE, AND ABUSE**

To report alleged fraud, waste, abuse, or mismanagement relative to Jefferson Parish government, programs, operations, contracts or those seeking to do business with the Parish please use one of the following methods:

- Complete complaint form on web site at [www.jpoig.net](http://www.jpoig.net)
- Write to the:           Jefferson Parish Office of Inspector General  
                                  5401 Jefferson Highway  
                                  Suite C  
                                  Jefferson, LA 70123
- Call the Jefferson Parish Office of Inspector General at (504) 736-8962

# Attachment A

## C/JOP Budget Listings

2014-0029



FINANCIAL MANAGEMENT  
 BUDGET LISTING

ACCOUNT	2011 Actual Expense	2012 Actual Expense	2013 Actual Expense	2013 Adopted Budget	2013 Amended Budget	2014 Proposed Budget	% CHANGE
Fund 10010 - GENERAL FUND							
Department 0027 - JUSTICE OF THE PEACE							
69 PerSer/Sal							
7011 ADMINISTRATIVE SALARIES	163,201	163,201	132,601	163,201	163,201	163,201	0 %
PERSER/SAL TOTAL	163,201	163,201	132,601	163,201	163,201	163,201	0 %
70 PerSer/Bf							
7110.1 MEDICARE	1,641	1,629	1,323	1,778	1,778	1,778	0 %
7110.2 SOCIAL SECURITY(FICA)	3,523	3,500	2,848	3,795	3,795	3,795	0 %
7121.1 J P EMPLOYEES' RETIRE SY	2,840	2,840	2,299	2,681	2,681	2,682	0 %
7122.1 PAROCHIAL EMPLOYEES' RET	17,750	17,750	15,186	17,827	17,827	17,828	0 %
7131.1 HEALTH-CURRENT EMPLOYEES	34,120	35,997	28,890	36,655	36,655	33,745	8 %
7132.1 LIFE-CURRENT EMPLOYEES	232	192	131	180	180	172	4 %
7133 PENSION FACTOR	4,697	4,697	3,779	4,436	4,436	4,436	0 %
7140 UNEMPLOYMENT INSURANCE	263	621	575	669	669	671	0 %
PERSER/BF TOTAL	65,066	67,226	55,031	68,021	68,021	65,107	4 %
71 PerSer/Oth							
7023 SUPPLEMENTAL PAY	9,600	9,600	7,300	9,600	9,600	9,600	0 %
7132.2 LIFE-RETIRES	166	110	92	221	221	221	0 %
PERSER/OTH TOTAL	9,766	9,710	7,392	9,821	9,821	9,821	0 %
72 Supplies							
7210 OFFICE SUPPLIES	0	26	48	50	50	50	0 %
SUPPLIES TOTAL	0	26	48	50	50	50	0 %
73 Prof/Tech							
7332.1 COMPUTER SERVICE	1,304	1,423	1,355	1,490	1,490	1,648	11 %
7339 SECURITY UNIT	0	1,627	9,981	10,979	10,979	12,269	12 %
PROF/TECH TOTAL	1,304	3,050	11,336	12,469	12,469	13,917	12 %
75 Other Serv							
7512.4 CENTRAL TELEPHONE SERVIC	2,648	3,836	2,641	4,823	4,823	3,824	21 %
7551 CENTRAL PRINTING CHARGE	78	179	78	100	100	100	0 %
7562.3 TRAINING AND TRAVEL COST	6,117	3,329	6,496	6,500	6,500	6,500	0 %
OTHER SERV TOTAL	8,843	7,344	9,215	11,423	11,423	10,424	9 %
JUST PEACE TOTAL	248,180	250,557	215,623	264,985	264,985	262,520	1 %

Jefferson Parish FHS  
 DATE 10/10/13  
 TIME 16:20:33

FINANCIAL MANAGEMENT  
 BUDGET LISTING

PAGE 22  
 BP0200  
 KGRIFFIN

ACCOUNT	2011 Actual Expense	2012 Actual Expense	2013 Actual Expense	2013 Adopted Budget	2013 Amended Budget	2014 Proposed Budget	% CHANGE
Fund 10010 - GENERAL FUND							
Department 0028 - CONSTABLES							
69 PerSer/Sal							
7011 ADMINISTRATIVE SALARIES	163,201	163,201	132,601	163,201	163,201	163,201	0 %
PERSER/SAL TOTAL	163,201	163,201	132,601	163,201	163,201	163,201	0 %
70 PerSer/Bf							
7110.1 MEDICARE	2,138	2,112	1,712	2,073	2,073	2,073	0 %
7110.2 SOCIAL SECURITY(FICA)	2,678	2,581	2,077	2,530	2,530	2,530	0 %
7121.1 J P EMPLOYEES' RETIRE SY	2,802	2,802	2,269	2,646	2,646	2,647	0 %
7122.1 PAROCHIAL EMPLOYEES' RET	10,580	10,580	9,052	10,626	10,626	10,627	0 %
7131.1 HEALTH-CURRENT EMPLOYEES	27,374	28,066	23,816	28,580	28,580	30,437	6 %
7132.1 LIFE-CURRENT EMPLOYEES	247	196	128	205	205	169	18 %
7133 PENSION FACTOR	2,376	2,376	1,911	2,244	2,244	2,244	0 %
7140 UNEMPLOYMENT INSURANCE	259	613	568	660	660	662	0 %
PERSER/BF TOTAL	48,454	49,326	41,533	49,564	49,564	51,389	4 %
71 PerSer/Oth							
7023 SUPPLEMENTAL PAY	9,600	9,600	7,300	9,600	9,600	9,600	0 %
7131.2 HEALTH-RETIREES	11,778	12,425	10,544	12,653	12,653	13,475	6 %
7132.2 LIFE-RETIREES	331	331	276	331	331	331	0 %
PERSER/OTH TOTAL	21,709	22,356	18,120	22,584	22,584	23,406	4 %
73 Prof/Tech							
7332.1 COMPUTER SERVICE	1,304	1,410	1,355	1,490	1,490	1,572	6 %
7339 SECURITY UNIT	0	0	1,061	1,167	1,167	1,496	28 %
PROF/TECH TOTAL	1,304	1,410	2,416	2,657	2,657	3,068	15 %
75 Other Serv							
7562.3 TRAINING AND TRAVEL COST	5,830	4,153	6,125	6,000	6,000	6,500	8 %
OTHER SERV TOTAL	5,830	4,153	6,125	6,000	6,000	6,500	8 %
CONSTABLES TOTAL	240,498	240,446	200,795	244,006	244,006	247,564	1 %

# Attachment B

CEAs

2014-0029



487

PARISH OF JEFFERSON  
COVER FORM FOR ALL PARISH CONTRACTUAL AGREEMENTS  
AND/OR CONTRACT AMENDMENTS

CONTRACTOR'S NAME: Charles V. Cusimano, II, Justice of the Peace  
CONTACT PERSON: \_\_\_\_\_  
STREET ADDRESS: Suite 602, Yenni Building, 1221 Elmwood Park Boulevard  
CITY: Jefferson STATE: LA  
ZIP CODE: 70123 PHONE: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_

TYPE OF SERVICE

CONSULTANT CONSTRUCTION SERVICES-MATERIALS & SUPPLIES

OTHER Cooperative Endeavor Agreement  
(IF OTHER, PLEASE SPECIFY)

AUTHORIZATION OF:

RESOLUTION NO. 107588 ADOPTED ON 3/28/07

ORDINANCE NO. \_\_\_\_\_ PROPOSAL NO. \_\_\_\_\_

AMENDMENT TO CONTRACT: YES NO AMENDMENT NO. \_\_\_\_\_

PREVIOUS REBOLUTION/ORDINANCE NO. \_\_\_\_\_

AMOUNT OF THIS CONTRACT/AMENDMENT: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: N/A

DESCRIPTION OF SERVICES TO BE PROVIDED: A resolution authorizing Jefferson Parish to enter into a Cooperative Endeavor Agreement with Justice of the Peace, Charles V. Cusimano, II, for the use and occupancy of Suite 602, in the Yenni Building

KEYWORDS: 07-00218-MSQ

APPROVED BY: ANTHONY FRANCIS, DIRECTOR,  
GENERAL SERVICES

DEPARTMENT HEAD: [Signature] 4/4/07

FINANCE DIRECTOR: [Signature] 4/19/07

PARISH ATTORNEY: [Signature]  
\*ASSISTANT PARISH ATTORNEY

\* REVIEWED AS TO FORM. DOCUMENT COMPLIES WITH AUTHORIZING ORDINANCE/RESOLUTION.

ASSISTANT TO THE COUNCIL: [Signature]

COUNCIL CHAIRMAN CONTRACT		2007
IOG	Date	
Received:	JC	4-23
Signed:	JC	4-24
Del. To Parish Clerks	JC	4-24

07 APR 24 PM 12:45

**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN**

**THE PARISH OF JEFFERSON**

**AND**

**5<sup>th</sup> District JUSTICE OF THE PEACE CHARLES V. CUSIMANO, II**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Parish of Jefferson by and through the Parish Council, hereinafter called the PARISH, represented by Thomas J. Capella, Council Chairman, duly authorized to act pursuant to the provisions of Resolution No. 107588, adopted on the 28<sup>th</sup> day of March, 2007, and Justice of the Peace Charles V. Cusimano, hereinafter called CUSIMANO.

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

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare; and

WHEREAS, currently the 24<sup>th</sup> Judicial District pays for an individual to conduct hearings on default judgments; and

WHEREAS, CUSIMANO agrees to conduct hearings on default judgments in Suite 602 of the Yenni Building free of charge.

NOW, THEREFORE, the PARISH and CUSIMANO hereby agree as follows:

**SECTION 1- SERVICES**

CUSIMANO shall conduct business of the office of Justice of the Peace and conduct hearings on default judgments to benefit the 24<sup>th</sup> Judicial District at the Yenni Building located at 1221 Elmwood Park Boulevard, Suite 602 Jefferson, Louisiana 70123.

**SECTION 2. DURATION**

CUSIMANO'S occupancy of Suite 602 in the Yenni Building , shall commence on or before April 1, 2007 for a term of six (6) years and shall continue until this Agreement is terminated under the provisions of Section 10 hereof.



**SECTION 3. OPERATION**

CUSIMANO shall operate and occupy Suite 602 in the Yenni Building for the specified activities agreed upon. CUSIMANO shall be responsible for maintenance of Suite 602 in an amount not to exceed \$300.00 per month.

**SECTION 4. INSURANCE**

A Certificate of Insurance will be provided and attached with the Cooperative Endeavor of proof that CUSIMANO 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 5. INDEMNIFICATION**

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including CUSIMANO) on or off the FACILITIES, arising out of or resulting from CUSIMANO'S use, possession, or operation thereof. The PARISH is also not responsible for any damages to the person or Property of CUSIMANO and his heirs, agents, assigns or employees in the event of a natural disaster or act of God. CUSIMANO is responsible for all activities associated with their use of the facility and with all provisions of the lease contained herein.

**SECTION 6. NOTICE**

All notices and correspondence required to be sent shall be addressed as follows:

PARISH:                   The Council Chairman  
                                  Jefferson Parish Council  
                                  1221 Elmwood Park Blvd., 10<sup>th</sup> Floor  
                                  Harahan, LA 70123

CUSIMANO:               Charles V. Cusimano  
                                  Justice of the Peace  
                                  1221 Elmwood Park Boulevard  
                                  Suite 602  
                                  Jefferson, Louisiana 70123

**SECTION 7. TERMINATION**

This agreement may be terminated under any or all of the following conditions:

- a) By mutual agreement and consent of the parties hereto;
- b) By the PARISH as a consequence of the failure of CUSIMANO to comply with the stipulations and conditions hereof, proper allowance being made for circumstances beyond the control of CUSIMANO.
- c) By either party by giving thirty (30) days written notice of such intention.

**SECTION 8. ASSIGNMENT**

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the use and occupancy of the property located at 1221 Elmwood Park Boulevard Jefferson, LA 70123, shall not be assigned or subcontracted in whole or in part by CUSIMANO as to the services to be performed hereunder without the written consent of the PARISH.

**SECTION 9. JURISDICTION**

CUSIMANO does, by signing this agreement, yield to the jurisdiction of the Twenty-Fourth Judicial District Court and formally waive any pleas of lack of jurisdiction, in the event of suit under this agreement.

**SECTION 10 - SEVERABILITY**

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. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

**SECTION 11 - ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the PARISH and CUSIMANO and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman, and CUSIMANO.

This agreement is executed in quadruple originals on the day, month and year first above written.

PARISH OF JEFFERSON

WITNESSES:

*Norma Liner*  
\_\_\_\_\_  
PRINT NAME:

**NORMA LINER**

*Ann H. Guidry*  
\_\_\_\_\_  
PRINT NAME:

**ANN H. GUIDRY**

By: *[Signature]*  
\_\_\_\_\_  
Thomas J. Capella  
Council Chairman

WITNESSES:

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
Justice of the Peace Charles V. Cusimano, II

\_\_\_\_\_  
PRINT NAME:

11-46

**PARISH OF JEFFERSON  
COVER SHEET FOR ALL PARISH CONTRACTUAL AGREEMENTS  
AND/OR AMENDMENTS**

**CONTRACTOR'S NAME:** SECOND JUSTICE COURT OF JEFFERSON PARISH  
**CONTACT PERSON:** PATRICK DEJEAN, JUSTICE OF THE PEACE  
**STREET ADDRESS:** 1887 AMES BOULEVARD  
**CITY:** MARRERO **STATE:** LA **ZIP:** 70072  
**PHONE:** 504-234-5628  
**DEPARTMENT:** GENERAL SERVICES

**TYPE OF SERVICE**  
**CONSULTANT:**  **CONSTRUCTION:**   
**SERVICES/MATERIAL/SUPPLIES:**  **OTHER:**

**AUTHORIZATION OF:**  
**RESOLUTION NO.:** 117833 **ADOPTED ON:** 10/26/11  
**ORDINANCE NO.:** \_\_\_\_\_ **PROPOSAL NO.:** \_\_\_\_\_

**AMENDMENT TO CONTRACT:**  **NO**  **YES**  
**PREVIOUS RESOLUTION/ORDINANCE NO.:** \_\_\_\_\_

**CONTRACT AMENDMENT AMOUNT:** \_\_\_\_\_  
**PREVIOUS CONTRACT AMOUNT:** \_\_\_\_\_  
**TOTAL CONTRACT AMOUNT:** \_\_\_\_\_

**DESCRIPTION OF SERVICES TO BE PROVIDED:** COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN J.P. AND PATRICK DEJEAN AS JUSTICE OF THE PEACE, FOR USE AND OCCUPANCY OF THE  
OFFICE SPACE AT 1887 AMES BOULEVARD, MARRERO, LA, FOR A TERM CONCURRENT WITH PATRICK  
DEJEAN'S TERM.

**KEYWORDS:** ALF/md

**APPROVED BY:**

**DEPARTMENT HEAD:** *Anthony Davis* 11/2/11

**FINANCE DIRECTOR:** *Doree Stedwell* 11-8-11

**PARISH ATTORNEY:** *Eric* 11-14-11

**\*ASSISTANT PARISH ATTORNEY**

\*Review As To Form. Document Complies With Authorizing Ord/Res

**COUNCIL CHIEF OF STAFF:** *Lowell*

*11/16/11 - Called Mrs. Dejean's wife.  
& spoke to Paul Remado  
she will let him know  
to*

COUNCIL CHAIRMAN CONTRACT LOG:	DATE
Received:	TC 11-15
Signed:	TC 11-16
Del. To Parish Clerks	TC 11-16

On joint motion of all Councilmembers present, the following resolution was offered:

**RESOLUTION NO. 107588**

A resolution authorizing Jefferson Parish to enter into a Cooperative Endeavor Agreement with Justice of the Peace, Charles V. Cusimano, II for the use and occupancy of Suite 602 in the Yenni Building and to provide for related matter.

WHEREAS, Jefferson Parish desires to enter into a cooperative endeavor agreement with Justice of the Peace, Charles V. Cusimano, II for the use and occupancy for a term of six (6) years of Suite 602 in the Yenni Building; and

WHEREAS, in lieu of rental payments, Justice of the Peace Cusimano will provide a valuable service to the 24<sup>th</sup> Judicial District and the people of Jefferson Parish in that he will handle default judgments for the 24<sup>th</sup> Judicial District Court; and

WHEREAS, Justice of the Peace Cusimano shall be responsible for the maintenance and operation costs associated with the use of Suite 602 in an amount not to exceed \$300.00 per month.

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

SECTION 1. That a Cooperative Endeavor Agreement between Jefferson Parish and Justice of the Peace, Charles V. Cusimano, II for the use and occupancy of Suite 602 in the Yenni Building, for a term of six (6) years is hereby authorized.

SECTION 2. Justice of the Peace, Charles V. Cusimano, II shall handle default judgments for the 24<sup>th</sup> Judicial District Court and shall be responsible for maintenance and operation costs for the use of Suite 602 in an amount not to exceed \$300.00 per month.

SECTION 3. 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: 6

NAYS: None

ABSENT: 1 (Lee)

The resolution was declared to be adopted on this the 28<sup>th</sup> day of March, 2007.

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL



**Patrick Hale DeJean**  
JUSTICE OF THE PEACE  
*Second Justice Court*

November 14, 2011

RE: **Second Justice Court**  
1887 Ames Blvd.  
Marrero, LA. 70072

To whom it may concern:

Currently, the office contents for the Justice of the Peace Court are Jefferson Parish surplus items. I have no paid employees at this time, therefore not needing workers compensation. If you need any further information please contact me at 504-349-5407.

With regards,

A handwritten signature in cursive script that reads "Patrick Hale DeJean".

**Patrick Hale DeJean**  
Justice of the Peace  
Second Justice Court

**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN**

**THE PARISH OF JEFFERSON**

**AND**

**Patrick Dejean, in his capacity as Justice of the Peace, Second  
Justice Court of Jefferson Parish Louisiana**

This Cooperative Endeavor Agreement, (hereinafter, the "Agreement"), is made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called the "PARISH", represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 117833, adopted on the 26<sup>th</sup> day of October, 2011, and Patrick Dejean, in his capacity as Justice of Peace, Second Justice Court of Jefferson Parish, Louisiana, hereinafter called "DEJEAN" (may also be referred to as the Contracting Party)

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 corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH, authorized by the Jefferson Parish Charter § 1.01(5), desires to cooperate with the DEJEAN in the implementation of the Project as hereinafter provided; and

WHEREAS, the public purpose of the Project is described as: providing office space, parking, and telecommunications for DEJEAN 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 civil justice adjudication programs and associated services provided by the Justice of the Peace; and

WHEREAS, the PARISH has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to the consideration described in this Agreement;

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 parties working together;

NOW, THEREFORE, the PARISH and DEJEAN hereby agree as follows:

**SECTION 1- SERVICES**

DEJEAN shall conduct business of the Office of Justice of the Peace and handle peace bond hearings for Jefferson Parish Louisiana.

**SECTION 3- PAYMENT**

In consideration of the services described above, PARISH hereby agrees to provide DEJEAN with office space at 1887 Ames Boulevard, Marrero, Louisiana, 70072 as described in Exhibit A. In addition, PARISH will provide parking and telecommunications services at the office space.

#### **SECTION 4 – TERM OF AGREEMENT**

The term for this Agreement shall commence on the date first above written and shall continue in effect until midnight on the sixth (6<sup>th</sup>) anniversary of the agreement, unless sooner terminated as provided in Paragraphs 5 and 6.

#### **SECTION 5 – TERMINATION FOR CAUSE**

The PARISH may terminate this Agreement for cause based upon the failure of DEJEAN to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give DEJEAN written notice specifying DEJEAN's failure. If within thirty (30) days after receipt of such notice, DEJEAN shall not have either corrected such failure or, in the case which it cannot be corrected in thirty (30) days, commenced good-faith action to correct said failure, and thereafter proceeded diligently to complete such correction, then the PARISH may, at its option, place DEJEAN in default by written notice in accordance with the notice provisions contained herein. This Agreement shall terminate as of the date specified in such notice. In addition to the foregoing, the PARISH reserves any rights available in law or equity to terminate this Agreement in the event that DEJEAN fails to comply with the terms and conditions stated herein.

#### **SECTION 6 - TERMINATION FOR CONVENIENCE**

In addition to the foregoing, the PARISH may terminate this Agreement at any time by giving thirty (30) days written notice in accordance with the notice provisions herein. Upon receipt of notice, DEJEAN shall, unless the notice shall direct otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. In such event, DEJEAN shall be entitled to payment for deliverables in progress to the extent work has been performed to the reasonable satisfaction of PARISH.

#### **SECTION 7 – FORCE MAJEURE**

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

#### **SECTION 8 – INDEPENDENT CONTRACTOR**

DEJEAN hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that DEJEAN is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between PARISH and DEJEAN.

The parties hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of DEJEAN; or
- d. pay workman's compensation insurance premiums for coverage for DEJEAN.
- e. DEJEAN agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

DEJEAN agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of DEJEAN as an independent contractor. DEJEAN further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

#### **SECTION 9 – INDEMNIFICATION**

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including DEJEAN), arising out of or resulting from DEJEAN'S providing services under this Agreement, whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment used in the provision of said services, its agents or employees, and DEJEAN hereby agrees to indemnify and hold the PARISH, its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the PARISH in connection therewith) for any such loss, damage, injury or other casualty.

DEJEAN also agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in connection with the provisions of this SECTION.

#### **SECTION 10 – INSURANCE**

A Certificate of Insurance will be provided and attached with the Cooperative Endeavor of proof that 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 11 - REPORTS**

DEJEAN shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.



**SECTION 12 – COST AND COLLECTION RECORDS**

The PARISH shall be entitled to audit the books, documents, papers and records of DEJEAN and any subcontractors which are reasonably related to this Agreement.

DEJEAN shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the PARISH, and copies thereof shall be furnished if requested.

**SECTION 13 - NOTICE**

All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Christopher L. Roberts  
COUNCIL CHAIRMAN  
Jefferson Parish Council  
200 Derbigny Street, Suite 6200  
Gretna, La. 70053  
Phone No.: (504) 364-2628

DEJEAN: Patrick Dejean  
Justice of the Peace  
1887 Ames Boulevard  
Marrero, Louisiana, 70072

**SECTION 14– ASSIGNMENT**

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by DEJEAN as to the services to be performed hereunder without the written consent of the PARISH.

**SECTION 15 – LEGAL COMPLIANCE**

The PARISH and DEJEAN shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

**SECTION 16 – EMPLOYMENT OF PARISH PERSONNEL**

DEJEAN certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Jefferson.

**SECTION 17 – COVENANT AGAINST CONTINGENT FEES**

DEJEAN warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for DEJEAN, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a

bona fide employee working solely for DEJEAN any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability or, in PARISH's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **SECTION 18 – DISCRIMINATION CLAUSE**

DEJEAN agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. DEJEAN agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by DEJEAN, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **SECTION 19 – ANNUAL APPROPRIATION**

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the PARISH as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of DEJEAN, its successors or assigns for any further payments.

#### **SECTION 20 – JURISDICTION**

This Agreement shall be deemed to be a contract 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. DEJEAN hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

#### **SECTION 21 – SEVERABILITY**

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. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

#### **SECTION 23 – ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the PARISH and DEJEAN, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument

signed by both PARISH, through its Council Chairman and DEJEAN  
by its authorized representative.

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

WITNESSES:

PARISH OF JEFFERSON

BY:

  
\_\_\_\_\_  
Christopher L. Roberts  
COUNCIL CHAIRMAN

WITNESSES:

PATRICK DEJEAN, IN HIS CAPACITY  
AS JUSTICE OF THE PEACE,  
SECOND JUSTICE COURT OF  
JEFFERSON PARISH LOUISIANA

BY:

\_\_\_\_\_  
Patrick Dejean,  
JUSTICE OF THE PEACE

On motion of Mr. Lee, seconded by Mr. Roberts, the following resolution was offered as amended:

**RESOLUTION NO. 117833**

A resolution ratifying the Cooperative Endeavor Agreement between Jefferson Parish and Patrick Dejean, in his capacity as Justice of the Peace, Second Justice Court of Jefferson Parish Louisiana, for the use and occupancy of the office space at 1887 Ames Boulevard, Marrero, Louisiana, 70072, for a term concurrent with Patrick Dejean's term as Justice of the Peace, Second Justice Court of Jefferson Parish Louisiana. (District No. 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 corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, Jefferson Parish, authorized by the Jefferson Parish Charter § 1.01(5), desires to cooperate with the Patrick Dejean in the implementation of the Project as hereinafter provided, and

WHEREAS, the public purpose of the Project is described as: providing office space, parking, and telecommunications for Patrick Dejean, in his capacity as 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 civil justice adjudication programs and associated services provided by the Justice of the Peace; and

WHEREAS, Jefferson Parish has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to the consideration described in this Agreement;

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 parties working together;

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

SECTION 1. A resolution ratifying the Cooperative Endeavor Agreement between Jefferson Parish and Patrick Dejean, in his capacity as Justice of the Peace, Second Justice Court of Jefferson Parish Louisiana, for the use and occupancy of the office space at 1887 Ames Boulevard, Marrero, Louisiana, 70072, for a term concurrent with Patrick Dejean's term as Justice of the Peace, Second Justice Court of Jefferson Parish Louisiana.

SECTION 2. The insurance term of the CEA shall read, "A Certificate of Insurance will be provided and attached with the Cooperative Endeavor 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 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

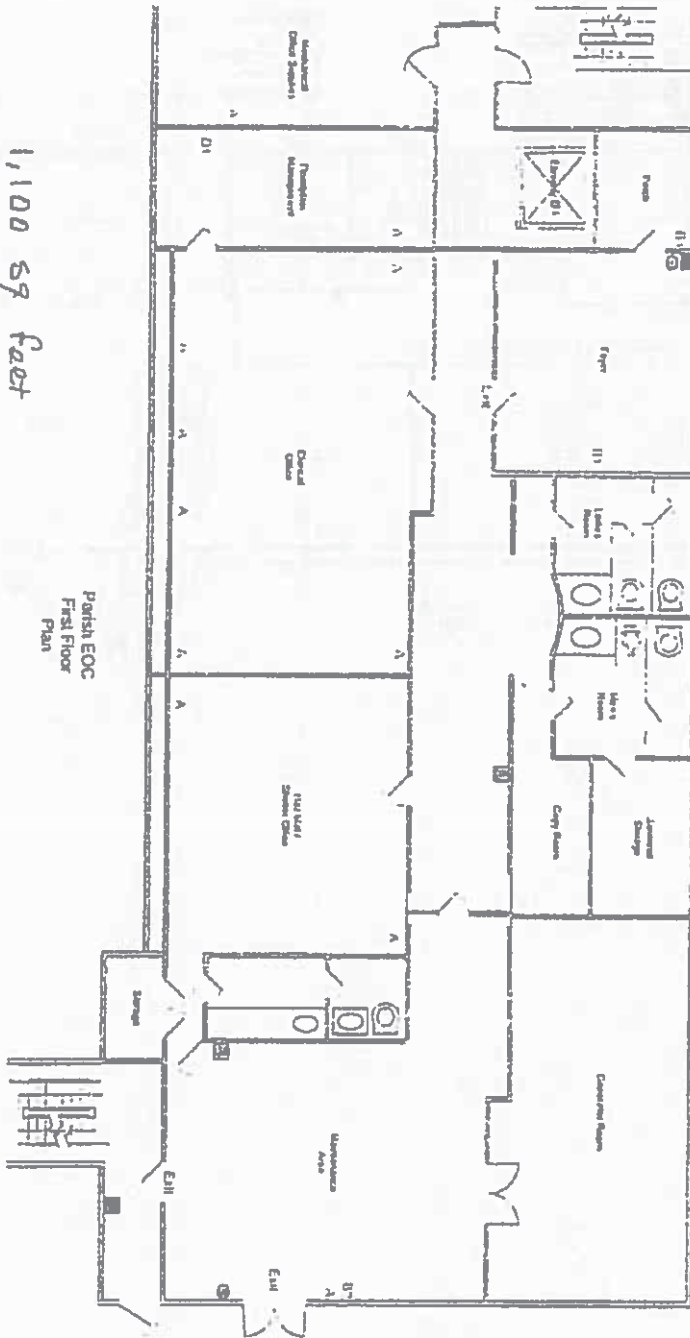
ABSENT: None

The resolution was declared to be adopted on this the 26th day of October, 2011.

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY

  
EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL

1,100 sq feet



**Telephone Lines**

Ext	Line	Notes
3400	3401	112 - Backup Line
3401	3402	112 - Backup Line
3402	3403	112 - Backup Line
3403	3404	112 - Backup Line
3404	3405	112 - Backup Line
3405	3406	112 - Backup Line
3406	3407	112 - Backup Line
3407	3408	112 - Backup Line
3408	3409	112 - Backup Line
3409	3410	112 - Backup Line
3410	3411	112 - Backup Line
3411	3412	112 - Backup Line
3412	3413	112 - Backup Line
3413	3414	112 - Backup Line
3414	3415	112 - Backup Line
3415	3416	112 - Backup Line
3416	3417	112 - Backup Line
3417	3418	112 - Backup Line
3418	3419	112 - Backup Line
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3488	3489	112 - Backup Line
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3490	3491	112 - Backup Line
3491	3492	112 - Backup Line
3492	3493	112 - Backup Line
3493	3494	112 - Backup Line
3494	3495	112 - Backup Line
3495	3496	112 - Backup Line
3496	3497	112 - Backup Line
3497	3498	112 - Backup Line
3498	3499	112 - Backup Line
3499	3500	112 - Backup Line

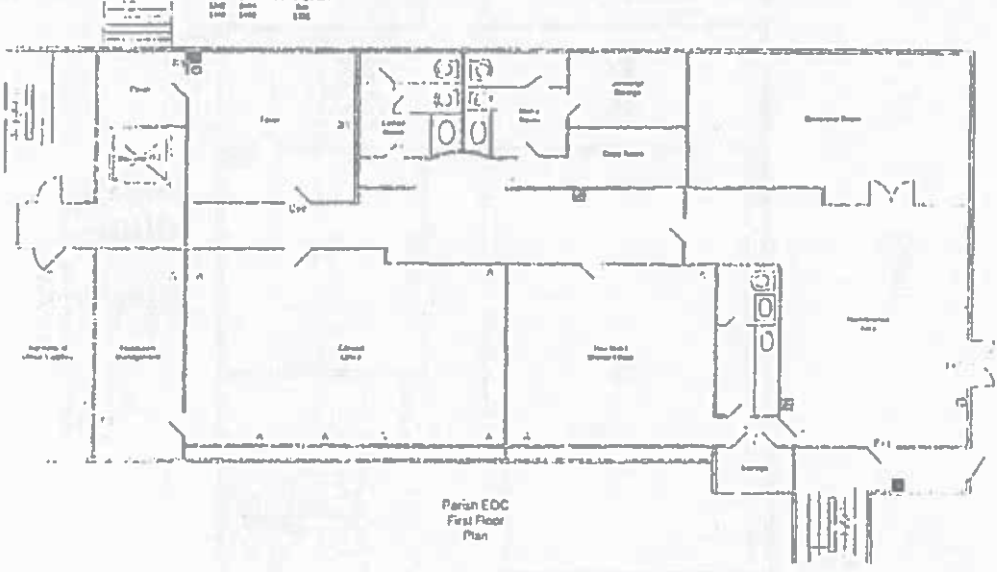
- Safety Features**
- EXIT - Exit
  - Fire Alarm Pull Station
  - Fire Extinguisher
  - Emergency Evacuation Route

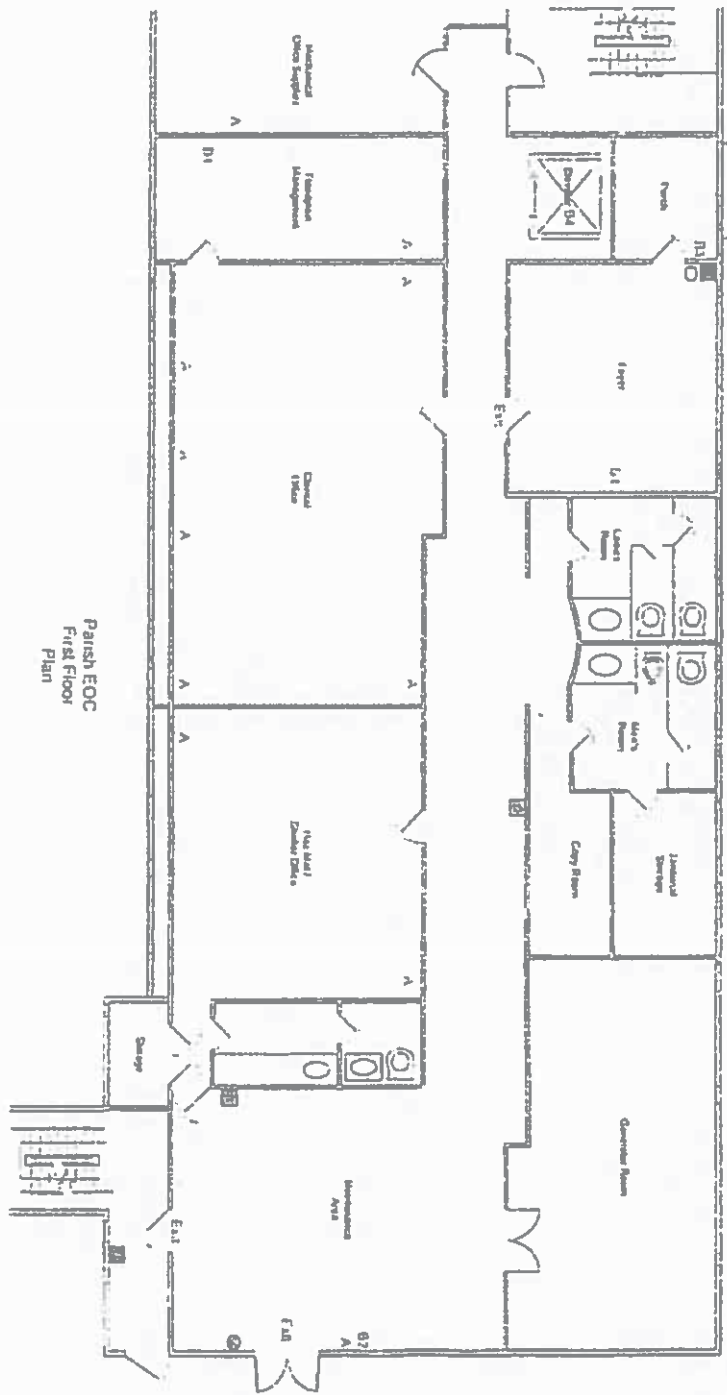
**Telephone Lines**

Room	Line	Room	Line	Room	Line
1000	1000	1000	1000	1000	1000
1001	1001	1001	1001	1001	1001
1002	1002	1002	1002	1002	1002
1003	1003	1003	1003	1003	1003
1004	1004	1004	1004	1004	1004
1005	1005	1005	1005	1005	1005
1006	1006	1006	1006	1006	1006
1007	1007	1007	1007	1007	1007
1008	1008	1008	1008	1008	1008
1009	1009	1009	1009	1009	1009
1010	1010	1010	1010	1010	1010

**Safety Features**

- ☐ Fire Alarm Pull Station
- ☐ Fire Alarm Control Panel
- ☐ Fire Alarm Sounder
- ☐ Emergency Exit Release





Parish EOC  
First Floor  
Plan

**Telephone Lines**

A - 10 Lines	U - 8 Lines	110 - Single Line
5301	5314	5302
5302	5315	5303
5303	5316	5304
5304	5317	5305
5305	5318	5306
5306	5319	5307
5307	5320	5308
5308	5321	5309
5309	5322	5310
5310	5323	5311
5311	5324	5312
5312	5325	5313
5313	5326	5314
5314	5327	5315
5315	5328	5316
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5317	5330	5318
5318	5331	5319
5319	5332	5320
5320	5333	5321
5321	5334	5322
5322	5335	5323
5323	5336	5324
5324	5337	5325
5325	5338	5326
5326	5339	5327
5327	5340	5328
5328	5341	5329
5329	5342	5330
5330	5343	5331
5331	5344	5332
5332	5345	5333
5333	5346	5334
5334	5347	5335
5335	5348	5336
5336	5349	5337
5337	5350	5338
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5339	5352	5340
5340	5353	5341
5341	5354	5342
5342	5355	5343
5343	5356	5344
5344	5357	5345
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5347	5360	5348
5348	5361	5349
5349	5362	5350
5350	5363	5351
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5355	5368	5356
5356	5369	5357
5357	5370	5358
5358	5371	5359
5359	5372	5360
5360	5373	5361
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5367	5380	5368
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5387	5400	5388
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5401	5414	5402
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5463	5476	5464
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5488	5501	5489
5489	5502	5490
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# Attachment C

## Unverifiable Insurance Certificates

2014-0029







# JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

## PARISH COUNCIL

**ELTON M. LAGASSE**  
Chairman, At-Large, Div. B

**CHRISTOPHER L. ROBERTS**  
At-Large, Div. A

**RICKY J. TEMPLET**  
Council District 1

**PAUL D. JOHNSTON**  
Council District 2

**MARK D. SPEARS**  
Council District 3

**E. "BEN" ZAHN III**  
Council District 4

**CYNTHIA LEE - SHENG**  
Council District 5

**WESTBANK**  
POST OFFICE BOX 6  
GRETN, LA 70054  
(504) 364-2600

**EASTBANK**  
POST OFFICE BOX 18242  
JEFFERSON, LA 70181-0242  
(504) 736-6800

**SONNY BURMASTER**  
Chief of Staff

**EULA A. LOPEZ**  
Parish Clerk  
OFFICE OF THE CLERK  
GRETN, LA 70054  
(504) 364-2628

October 17, 2014

Paul M. Casadaban  
Special Agent  
Office of Inspector General  
Jefferson Parish  
5401 Jefferson Highway, Suite C  
Jefferson, Louisiana 70123

Re: Insurance Certificates for  
Justices of the Peace  
Hon. Charles V. Cusimano, II  
Hon. Patrick DeJean

Dear Mr. Casadaban:

I have been unable to locate any insurance certificates in the paperwork in my office regarding the agreements with the Justices' of the Peace noted above.

Very Truly Yours,

  
Eula A. Lopez, Parish Clerk  
Jefferson Parish Council

/el  
Enclosures

# Attachment D

## C/JOP Parish Salary Comparisons

2014-0029



**Louisiana Justices of the Peace & Constables Association  
2013 Parish Stats**

<b>PARISH</b>	<b>PARISH SALARY</b>	<b>BENEFITS</b>	<b># JP's &amp; C'</b>	<b>CONFERENCE</b>
Acadia	\$150.00/month	80% Health Insurance	10	Full Reimbursement
Allen	225.00/month	No Benefits	8	Was Reimbursed/Budget Cut
Ascension	1,200.00/month	JP's Retirement	6	Full Reimbursement
Assumption	650.00/month	No Benefits	6	Partial Reimbursement
Avoyelles	225.00/month	Health Insurance	18	Full Reimbursement
Beauregard	125.00/month	No Benefits	8	Full Reimbursement
Bienvenue	125.00/month	Some Retirement	10	Full Reimbursement
Bossier	300.00/month	No Benefits	14	Full Reimbursement
Caddo	225.00/month	No Benefits	20	Up to \$400 per person
Calcasieu	280.00/month	No Benefits	12	Full Reimbursement
Caldwell	119.00/month	No Benefits	4	Full Reimbursement
Cameron	175.00/month	No Benefits	12	Full Reimbursement
Catahoula	125.00/month	No Benefits	6	No Reimbursement
Claiborne	125.00/month	No Benefits	6	Full Reimbursement
Concordia	75.00/month	No Benefits	6	Limited Reimbursement
Desoto	300.00/month	No Benefits	12	Full Reimbursement
East Baton Rouge	300.00/month	No Benefits	12	Full Reimbursement
East Carroll	225.00/month	No Benefits	12	\$4,500.00 Divided
East Feliciana	100.00/month	No Benefits	2	Full Reimbursement
Evangeline	300.00/month	No Benefits	8	Full Reimbursement
Franklin	75.00/month	No Benefits	10	Limited Reimbursement
Grant	100.00/month	No Benefits	14	Full Reimbursement every other year
Iberia	369.24/month	No Benefits	10	Full Reimbursement
Iberville	613.57 & 513.57/month	No Benefits	6	Up to \$500 per person
Jackson	100.00/month	No Benefits	12	Full Reimbursement
Jefferson	1,666.66/month	No Benefits	10	Full Reimbursement
Jefferson Davis	190.00/month	Benefits began 2010	16	Full Reimbursement
Lafayette	650.00/month	No Benefits	12	Registration fee & \$100 on room
Lafourche	500/month	No Benefits	18	Full Reimbursement
Lasalle	100/month	Benefits	8	Full Reimbursement
		No Benefits	10	Full Reimbursement

Lincoln	75.00/month	No Benefits	8	Full Reimbursement
Livingston	289.24/month	No Benefits	20	Full Reimbursement
Madison	100.00 & 80.00/month	No Benefits	16	Full Reimbursement
Morehouse	125.00/month	No Benefits	16	No Reimbursement
Natchitoches	80.00/month	No Benefits	6	Full Reimbursement
Orleans	-----			
Ourachita	270.00/month	No Benefits	12	Full Reimbursement
Plaquemines	500.00 & 400.00/month	No Benefits	20	Full Reimbursement
Pointe Coupee	150.00/month	No Benefits	24	Partial Reimbursement
Rapides	200.00/month	No Benefits	26	Full Reimbursement
Red River	200.00/month	No Benefits	6	Full Reimbursement
Richland	100.00/month	No Benefits	12	Full Reimbursement
Sabine	80.00/month	No Benefits	10	Full Reimbursement
St. Bernard	600.00/month	Benefits for JP's	22	Full Reimbursement every other year
St. Charles	604.52/month	Benefits for JP's	14	Full Reimbursement
St. Helena	250.00/month	No Benefits	12	Limited Reimbursement
St. James	300.00/month	No Benefits	14	Full Reimbursement
St. John Baptist	450.00/month	Benefits, Health, Dental, Life	14	Full Reimbursement
St. Landry	150.00/month	No Benefits	28	Full Reimbursement
St. Martin	250.00/month	No Benefits	10	Full Reimbursement
St. Mary	300.00/month	No Benefits	16	Full Reimbursement
St. Tammany	500.00/month	No Benefits	27	Full Reimbursement
Tangipahoa	545.00/month	No Benefits	14	Up to \$550 per person
Tensas	200.00/month	No Benefits	6	No Reimbursement
Terrebonne	425.00/month	Benefits	18	Full Reimbursement
Union	100.00/month	Some Retirement	8	Full Reimbursement
Vermillion	435.00/month	No Benefits	16	\$5000 divided
Vernon	200.00/month	No Benefits	14	Full Reimbursement
Washington	350.00/month	No Benefits	16	Full Reimbursement
Webster	100/month	No Benefits	10	No Reimbursement
West Baton Rouge	187.92/month	No Benefits	12	Full Reimbursement
West Carroll	125.00/month	Some Retirement	10	Full Reimbursement
West Feliciana	750.00 & 500.00/month	No Benefits	8	Full Reimbursement
Winn	75.00/month	No Benefits	14	Full Reimbursement

# Attachment E

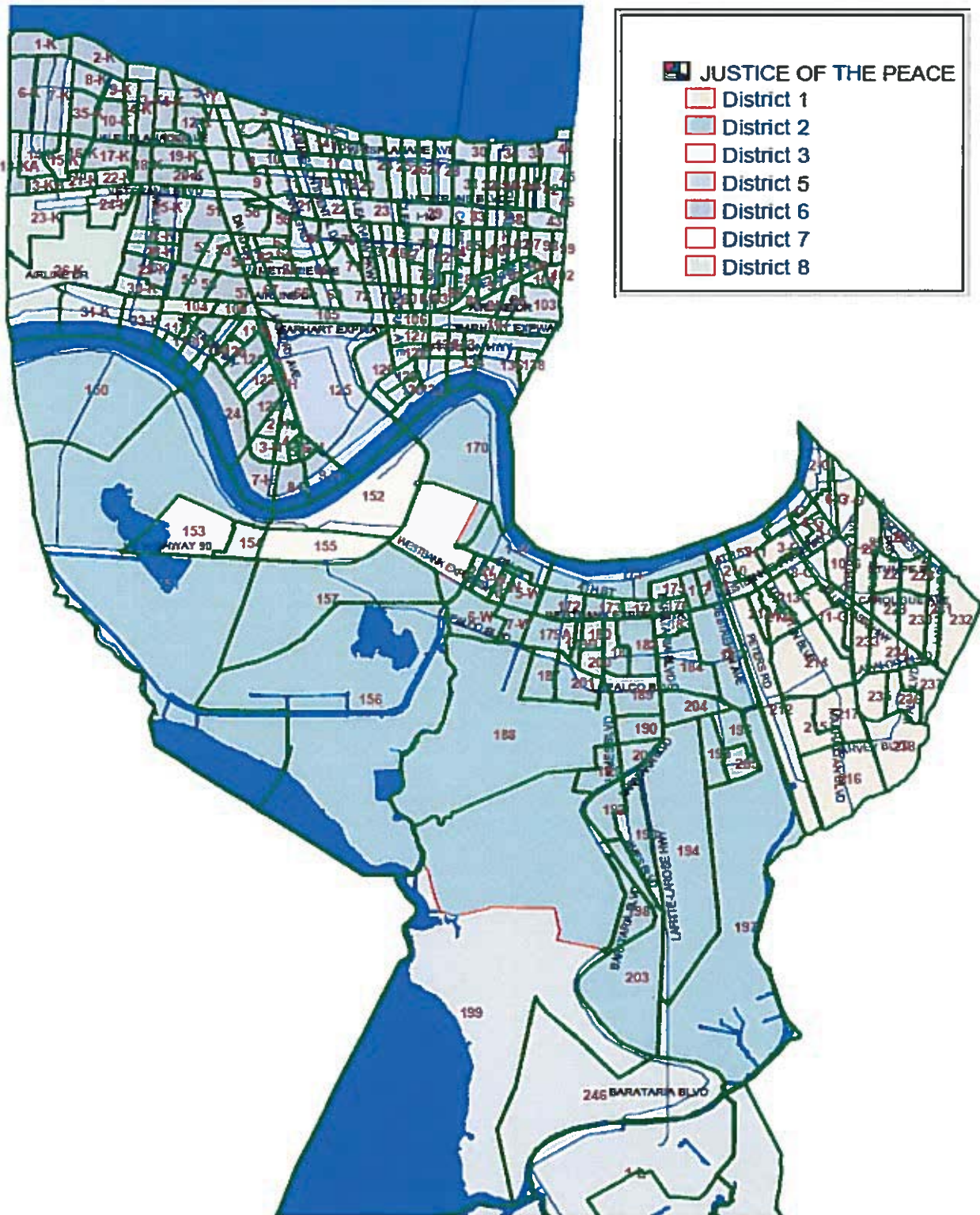
## Map of JOP Court Districts

2014-0029



***Territorial Jurisdiction of Jefferson Parish Justices of the Peace.\****

\*Note that the 4<sup>th</sup> District JOP Court of Jefferson Parish is located in Grand Isle, Louisiana.



Parish Response  
to  
Investigation on  
Funding of Constables and Justices of the  
Peace  
2014-0029



WWW.JEFFPARISH.NET

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 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> 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. Templett  
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 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> 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,<sup>1</sup> 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,<sup>2</sup> 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.

---

<sup>1</sup> 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.

<sup>2</sup> 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,<sup>3</sup> and which entitles them to participate in the parish employee insurance plan<sup>4</sup> as well as to the parochial retirement system pursuant La. R.S. 11:1921(A)(3)(a).<sup>5</sup> If, in fact, Constables and JOPs were members of

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

<sup>4</sup> La. Atty. Gen. Op. 84-313; La. Atty. Gen. Op. 84-399.

<sup>5</sup> 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;<sup>6</sup> and (2) they would be entitled to coverage under the state employee insurance, La. R.S. 13:691(B)(3),<sup>7</sup> as well as to participate in the Louisiana State Employees Retirement System (LASERS) La. R.S. 11:511<sup>8</sup> and 11:533.<sup>9</sup>

---

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.

<sup>6</sup> 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.

<sup>7</sup> 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.

<sup>8</sup> 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.

<sup>9</sup> 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

- 
- (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 377.50<sup>10</sup> 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.<sup>11</sup>

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<sup>10</sup> 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.

<sup>11</sup> 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. 13:2590<sup>12</sup> enumerates the filing fees and deposits justice

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<sup>12</sup> 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

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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 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> 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.