

PUBLIC NOTICE

L A F O U R C H E P A R I S H C O U N C I L
G O V E R N I N G A U T H O R I T Y
M E E T I N G N O T I C E A N D A G E N D A

AGENDA FOR MEETING TO BE HELD: Tuesday, July 28, 2009

**PLACE: Old Wal-Mart Building, 4876 Highway 1, Mathews,
Louisiana 70394**

TIME: 5:00 P.M.

CALL TO ORDER: Mr. Jerry Jones, Chairman

ROLL CALL: Mr. Jerry Jones, Chairman
Mr. Michael Delatte
Mr. Louis Richard
Mr. Joseph "Joe" Fertitta
Mr. Matt Matherne
Mr. Lindel Toups
Mr. Phillip Gouaux
Mr. Rodney Doucet
Mr. Daniel Lorraine, Vice Chairman
Ms. Charlotte Randolph, Parish President

INVOCATION: Mr. Rodney Doucet

PLEDGE OF ALLEGIANCE: Mr. Phillip Gouaux

* * * * *

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located at the back of the meeting room and return it to the Council Chairman or Council Clerk prior to the beginning of the meeting.

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the Lafourche Parish Council Clerk's Office at (985) 446-8427 describing the assistance that is necessary.

A. MINUTES:

1. Motion to **accept** the **minutes** of the **July 14, 2009 Regular Session**.

B. EXECUTIVE SESSION:

Motion by _____, seconded by _____, to enter into **Executive Session**.

2. **J. D. Fields v LPG** (P. GOUAUX FOR ADMINISTRATION)

Motion by _____, seconded by _____, to reconvene the meeting.

Motion by _____, seconded by _____, to take any necessary action, if any regarding the matters discussed in the Executive Session.

C. ACTION FROM EXECUTIVE SESSION:

3. RESOLUTION **requesting that the Lafourche Parish Council approve and authorize Parish President, Charlotte Randolph disburse funds in the amount of \$ _____ to J. D. Fields & Co., Inc. as ordered by Judge Walter I. Lanier III.** (P. GOUAUX FOR ADMINISTRATION)

D. ADMINISTRATIVE REPORTS:

4. **Report from Mr. Joel Doty, Finance Director, to present a Finance Report.**

E. COMMITTEE REPORTS:

F. ENGINEERS/ARCHITECTS REPORTS:

G. LEGAL ADVISOR REPORT:

H. ORDINANCES FOR DISCUSSION AND RATIFICATION:

I. PUBLIC HEARING AND ORDINANCES FOR RATIFICATION:

Motion by _____, seconded by _____ to open the public hearing.

5. **ORDINANCE requiring the placement of two (2) “Handicap Person In Area” signs on 257 East 85TH Street, Cut Off, Louisiana, Ward (10), District (8), Parish of Lafourche, State of Louisiana**, providing for the placement of “Handicap Person In Area” signs and providing for penalties for the violations thereof. (R. DOUCET)
6. **ORDINANCE requiring the placement of two (2) “Handicap Person In Area” signs on 106 West 158TH Place, Galliano, Louisiana, Ward (10), District (9), Parish of Lafourche, State of Louisiana**, providing for the placement of “Handicap Person In Area” signs and providing for penalties for the violations thereof. (R. DOUCET)
7. **ORDINANCE requiring the placement of a “Stop” sign on the cross street of East 85TH Street, Avenue B, Cut Off, Louisiana, Ward (10), District (8), Parish of Lafourche, State of Louisiana**; authorizing the installation of a “Stop” sign; and providing penalties for violations thereof. (R. DOUCET)
8. **ORDINANCE requesting that Traffic Calming Devices and the appropriate signage be installed** (pending appropriate funding is available) **on Marcel Street, Bayou Blue, Louisiana, Ward (11), District (5), Parish of Lafourche, State of Louisiana.** (M. MATHERNE)
9. **ORDINANCE approving the attached servitude agreement between Louis and Lisa Boquet and the Lafourche Parish Council**; and authorizing the Parish President to sign, execute and administer said agreement. (M. DELATTE FOR ADMINISTRATION)
10. **ORDINANCE approving the attached servitude agreement between Leonard Levron and the Lafourche Parish Council**; and authorizing the Parish President to sign, execute and administer said agreement. (M. DELATTE FOR ADMINISTRATION)
11. **ORDINANCE approving the attached servitude agreement between Louis Landry, through Mary L. Zeringue and the Lafourche Parish Council**; and authorizing the Parish President to sign, execute and administer said agreement. (M. DELATTE FOR ADMINISTRATION)
12. **ORDINANCE approving the attached servitude agreement between Oneil J. and Delores P. Chiasson and the Lafourche Parish Council**; and authorizing the Parish President to sign, execute and administer said agreement. (M. DELATTE FOR ADMINISTRATION)

13. **ORDINANCE approving the attached servitude agreement between Irene C. Clement and the Lafourche Parish Council;** and authorizing the Parish President to sign, execute and administer said agreement.
(M. DELATTE FOR ADMINISTRATION)
14. **ORDINANCE approving the attached servitude agreement between E.G. Robichaux Land Co. and the Lafourche Parish Council;** and authorizing the Parish President to sign, execute and administer said agreement.
(M. DELATTE FOR ADMINISTRATION)
15. **ORDINANCE approving the attached servitude agreement between Percy Chiasson and the Lafourche Parish Council;** and authorizing the Parish President to sign, execute and administer said agreement.
(M. DELATTE FOR ADMINISTRATION)
16. **ORDINANCE approving the attached servitude agreement between Lafourche Resources, Inc. and the Lafourche Parish Council;** and authorizing the Parish President to sign, execute and administer said agreement. (M. DELATTE FOR ADMINISTRATION)
17. **ORDINANCE approving the attached servitude agreement between Maurice Loupe, Jr. and Linda Loupe and the Lafourche Parish Council;** and authorizing the Parish President to sign, execute and administer said agreement. (P. GOUAUX FOR ADMINISTRATION)
18. **ORDINANCE to accept the subdivision known as the Redivision of Property Owned by Byron Talbot into Lots 1, 2 and Remaining Property into the Parish system.** (J. FERTITTA FOR ADMINISTRATION)
19. **ORDINANCE to accept the subdivision known as the Alfred P. Babin Subdivision into the Parish system.** (M. DELATTE FOR ADMINISTRATION)
20. **ORDINANCE to accept the subdivision known as the Division of Property Belonging to Clifton Rodrigue into Lot 1 and Lot 2 into the Parish system.**
(M. DELATTE FOR ADMINISTRATION)
21. **ORDINANCE to accept the subdivision known as the Highland Lakes Subdivision, Addendum No. 3 into the Parish system.**
(M. DELATTE FOR ADMINISTRATION)
22. **ORDINANCE to accept the subdivision known as Sugar Ridge West Subdivision, Addendum No. 4 Phase 2 into the Parish system.**
(M. DELATTE FOR ADMINISTRATION)

23. **ORDINANCE to accept the subdivision known as the Kip J. Plaisance Jr. Sub #1, Add. #1 into the Parish system.** (D. LORRAINE FOR ADMINISTRATION)
24. **ORDINANCE to accept the subdivision known as the Brock Zeringue Subdivision into the Parish system.** (L. TOUPS FOR ADMINISTRATION)
25. **ORDINANCE providing for a 2009 Supplemental Appropriation (09-017) within the 2009 Operations and Maintenance Budget and the 2009 Capital Budget to include the Library's Budget within the Parish's Budget** and authorizing the Parish President to sign, execute and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter. (R. DOUCET FOR ADMINISTRATION)
26. **ORDINANCE providing for a 2009 Supplemental Appropriation (09-018) within the 2009 Operations and Maintenance Budget per the request in Resolution 09-121 to provide \$10,000 for the repairs to the swimming pool located at the Larose Civic Center** and authorizing the Parish President to sign, execute and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter. (P. GOUAUX FOR ADMINISTRATION)
27. **ORDINANCE providing for a 2009 Supplemental Appropriation (09-019) within the 2009 Operations and Maintenance Budget and the 2009 Capital Budget to amend the budget for Road Sales Tax District 2** and authorizing the Parish President to sign, execute and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter. (D. LORRAINE FOR ADMINISTRATION)
28. **ORDINANCE accepting the donation of one (1) certain 1998 built Quality Equipment Company Amphibious Excavator Lower Unit (Pontoons) being part of the Quality Equipment/Linkbelt Amphibious Excavator owned by North Lafourche Conservation, Levee and Drainage District** and authorizing the Parish President to sign, execute and administer all relevant documents. (M. DELATTE FOR ADMINISTRATION)
29. **ORDINANCE authorizing an amendment to the existing contract (Ordinance No. 2769) and the amendment (Ordinance No. 3494) between Lafourche Parish and River Birch Incorporated, amending the contract term length, the term to begin on August 1, 2009 and to terminate on March 31, 2010;** and authorizing the Parish President to sign said amendment. (P. GOUAUX FOR ADMINISTRATION)

Motion by _____ seconded by _____ to close the public hearing.

J. PROPOSED ORDINANCES:

30. **PROPOSED ORDINANCE providing for a 2009 Supplemental Appropriation (09-020) within the 2009 Operations and Maintenance Budget to increase Head Start's annual budget for the receipt of additional funding providing COLA to Head Start employees and authorizing the Parish President to sign, execute and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter.** (P. GOUAUX FOR ADMINISTRATION)
31. **PROPOSED ORDINANCE to amend Ordinance No. 4421 as it pertains to fixing salaries of unclassified employees.** (HEAD START - PERMANENT GRANT FUNDS)
(P. GOUAUX FOR ADMINISTRATION)
32. **PROPOSED ORDINANCE to amend Ordinance No. 4421 as it pertains to fixing salaries of unclassified employees.** (HEAD START - TEMPORARY FEDERAL FUNDS) (P. GOUAUX FOR ADMINISTRATION)

K. RESOLUTIONS:

33. **RESOLUTION requesting Louisiana Department of Transportation and Development (LADOTD) to consider exempting all residents of Lafourche Parish from having to pay tolls on the Tommy Doucet Bridge.** (D. LORRAINE)
34. **RESOLUTION requesting Louisiana Department of Transportation and Development (LADOTD) to clean catch basins south of East 174TH Street, 175TH Street and 176TH Street off of Highway 308, Golden Meadow, Louisiana.** (D. LORRAINE)
35. **RESOLUTION supporting the Louisiana Wildlife Federation Caminada Headlands State Seashore.** (D. LORRAINE)
36. **RESOLUTION requesting a ruling from the Lafourche Parish District Attorney regarding the exemption of tolls on the new Tommy Doucet Bridge.** (J. FERTITTA)
37. **RESOLUTION amending Resolution No. 08-041 approving the purchase of a 2008 Ford F150 Extended Cab Truck for the Coastal, Environmental and Energy Department at a cost of sixteen thousand six hundred thirty-three and 00/00 dollars (\$16,633.00) and authorizing the Parish President to sign, execute and administer any and all related documents.**
(P. GOUAUX FOR ADMINISTRATION)

38. **RESOLUTION approving a Transfer of Appropriation (TA 09-009) and authorizing the Parish President to transfer \$60,000 from the Pointe Aux Chenes Pump Project to provide to the funding to the Terrebonne Levee and Conservation District for the Lafourche portion of the Forced Drainage System Pointe Aux Chenes 4-1 Levee Improvements** and authorizing the Parish President to sign, execute and administer said Transfer of Appropriation and any and all relevant documents.
(P. GOUAUX FOR ADMINISTRATION)
39. **RESOLUTION approving an Intergovernmental Agreement between Lafourche Parish Government and the Terrebonne Levee and Conservation District for the Forced Drainage System Pointe Aux Chenes 4-1 Levee Improvements** and authorizing the Parish President to sign, execute and administer any and all relevant documents. (P. GOUAUX FOR ADMINISTRATION)
40. **RESOLUTION accepting the low bid _____ in the amount of _____ (\$ _____ .00) for the Maintenance Contract for Road Sales Tax District A** and authorizing the Parish President to sign, execute and administer said contract and associated documents.
(J. FERTITTA FOR ADMINISTRATION)
41. **RESOLUTION accepting the low bid _____ in the amount of _____ (\$ _____ .00) for the Maintenance Contract for Road Sales Tax District 2** and authorizing the Parish President to sign, execute and administer said contract and associated documents.
(D. LORRAINE FOR ADMINISTRATION)
42. **RESOLUTION to approve a contract with Dr. Melvin Elliott, Jr. of Thibodaux Animal Hospital to provide veterinary services on an as needed basis for the Lafourche Parish Animal Shelter** and authorizing the Parish President to sign, execute and administer said contract and any and all relevant documents. (R. DOUCET FOR ADMINISTRATION)
43. **RESOLUTION approving a contract between Lafourche Parish Government and Correct Health for Comprehensive Inmate Healthcare Services at the Detention Center** and authorizing the Parish President to sign, execute and administer any and all relevant documents.
(R. DOUCET FOR ADMINISTRATION)

44. RESOLUTION approving Lafourche Community Action to apply for the proposed grant with the Louisiana Department of Social Services, Office of Family Support Earned Income Tax Credit (EITC)/Free Tax Assistance Program and authorizing the Parish President to sign, execute and administer said documents on the behalf of Lafourche Parish Council Office of Community Action Agency. (J. JONES FOR ADMINISTRATION)

L. PUBLIC WISHING TO ADDRESS THE COUNCIL

M. DISCUSSION:

N. ADJOURNMENT:

On motion by _____ seconded by _____, and with no further business, the Lafourche Parish Council meeting of **July 28, 2009** adjourned at _____.

ITEM 3

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION REQUESTING THAT THE LAFOURCHE PARISH COUNCIL APPROVE AND AUTHORIZE PARISH PRESIDENT, CHARLOTTE RANDOLPH DISBURSE FUNDS IN THE AMOUNT OF \$_____ TO J. D. FIELDS & CO., INC. AS ORDERED BY JUDGE WALTER I. LANIER, III.

WHEREAS, during or about the month of August, 2001, the Parish entered into a contract with an entity known as LeBro Construction for the construction of certain improvements to the Edna Pump Station; and

WHEREAS, LeBro Construction purchased materials from J.D. Fields to complete the improvements; and

WHEREAS, although Lafourche Parish Government paid LeBro Construction in full for the materials, LeBro Construction did not in turn pay J. D. Fields; and

WHEREAS, the Parish has been cast in judgment in the amount of _____ and the court noted that Lafourche Parish did not comply with La. R. S. 38:2241 A (2) which states it is mandatory that a governing authority shall require a bond on public works contracts.



WHEREAS, this resolution was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and

THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on July 28, 2009, authorizing the Parish President to pay \$_____ to J. D. Fields & Co. as directed by the court.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to; Christopher H. Riviere, P. O. Box 670, Thibodaux, LA 70302-0670, Lafourche Parish Government Office of Risk Management, Department of Finance, and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

ITEM 3

And the resolution was declared adopted this ____ day of _____

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 5

The following ordinance was submitted for introduction by Rodney Doucet in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE REQUIRING THE PLACEMENT OF TWO (2) “HANDICAP PERSON IN AREA” SIGNS ON 257 EAST 85TH STREET, CUT OFF, LOUISIANA, WARD (10), DISTRICT (8), PARISH OF LAFOURCHE, STATE OF LOUISIANA, PROVIDING FOR THE PLACEMENT OF “HANDICAP PERSON IN AREA” SIGNS AND PROVIDING FOR PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. This Ordinance does hereby require the placement of two (2) “Handicap Person In Area” signs on 257 East 85th Street, Cut Off, Louisiana, Ward (10), District (8), Parish of Lafourche, State of Louisiana.

SECTION 2. The necessary “Handicap Person In Area” signs shall be erected as deemed necessary at 257 East 85th Street.

SECTION 3. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 5. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 7. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

ITEM 5

YEAS:

NAYS:

ABSENT:

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 5

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 6

The following ordinance was submitted for introduction by Rodney Doucet in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE REQUIRING THE PLACEMENT OF TWO (2) “HANDICAP PERSON IN AREA” SIGNS ON 106 WEST 158TH PLACE, GALLIANO, LOUISIANA, WARD (10), DISTRICT (9), PARISH OF LAFOURCHE, STATE OF LOUISIANA, PROVIDING FOR THE PLACEMENT OF “HANDICAP PERSON IN AREA” SIGNS AND PROVIDING FOR PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. This Ordinance does hereby require the placement of two (2) “Handicap Person In Area” signs on 106 West 158th Place, Galliano, Louisiana, Ward (10), District (9), Parish of Lafourche, State of Louisiana.

SECTION 2. The necessary “Handicap Person In Area” signs shall be erected as deemed necessary at 106 West 158th Place.

SECTION 3. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 5. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 7. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

ITEM 6

YEAS:

NAYS:

ABSENT:

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 6

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 7

The following ordinance was submitted for introduction by Rodney Doucet in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE REQUIRING THE PLACEMENT OF A “STOP” SIGN ON THE CROSS STREET OF EAST 85TH STREET, AVENUE B, CUT OFF, LOUISIANA, WARD (10), DISTRICT (8), PARISH OF LAFOURCHE, STATE OF LOUISIANA; AUTHORIZING THE INSTALLATION OF A “STOP” SIGN; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. Said ordinance establishes a “Stop Sign” at the cross street of East 85th Street, Avenue B, Cut Off, Louisiana, Ward (10), District (8), Parish of Lafourche, State of Louisiana.

SECTION 2. The designated “Stop Sign” is in the interest of the public peace, health, and safety of the Parish and its inhabitants.

SECTION 3. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 5. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 7. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

ITEM 7

YEAS:

NAYS:

ABSENT:

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 7

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 8

The following ordinance was submitted for introduction by Matt Matherne in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE REQUESTING THAT TRAFFIC CALMING DEVICES AND THE APPROPRIATE SIGNAGE BE INSTALLED (PENDING APPROPRIATE FUNDING IS AVAILABLE) ON MARCEL STREET, BAYOU BLUE, LOUISIANA, WARD (11), DISTRICT (5), PARISH OF LAFOURCHE, STATE OF LOUISIANA.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. This Ordinance does hereby establish that traffic calming devices be installed on Marcel Street, Bayou Blue, Louisiana, Ward (11), District (5), Parish of Lafourche, State of Louisiana in accordance with a letter dated June 20, 2009 received by the Lafourche Parish Sheriff's Office stating that all requirements had been met in order to install traffic calming devices on Marcel Street.

SECTION 2. That there shall be installed at least 5 speed humps (none of which should be placed in front of a driveway if possible) and the appropriate signage to show same.

SECTION 3. That there shall be "No Parking" signs placed on both sides of Marcel Street as per Ordinance No. 1263 and Ordinance No. 1485; that there shall be a "Handicap Person In Area" sign placed near 101 Marcel Street; and that there shall be two (2) "Watch For Children" signs placed on Marcel Street.

SECTION 4. The Sheriff is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these Regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall upon conviction thereof, be punished by imprisonment in the parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

ITEM 8

SECTION 8. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the

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foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 8

Parish of Lafourche Office of the Sheriff

*Serving
and
Protecting*



CRAIG WEBRE
SHERIFF

"NATIONALLY ACCREDITED"

THIBODAUX (985) 449-2255
GALLIANO (985) 798-2255
LOCKPORT (985) 532-2255
FAX (985) 447-1854

DATE: June 20, 2009

TO: Lafourche Parish Council

FROM: Sergeant Antoine Rodrigue

Dear Council Members:

This is to inform you that the survey required in conjunction with the Traffic Calming Ordinance 3852 (Traffic Calming Policies and Procedures), Section J, has been completed on Marcel St. as of 20 June 2009

Attached are the stats that the Lafourche Parish Sheriff's Office obtained by using the Radar Trailers and our online recording system.

The Lafourche Parish Sheriff's Office is requesting Traffic Calming Devices be placed on Marcel Street.

The residents of Marcel Street have fulfilled the 50% of the petition required for the Lafourche Parish Sheriff's Office to conduct a street survey to see if Traffic Calming Devices were needed. **They have also fulfilled the 66% required, after having the neighborhood meeting, wanting Traffic Calming devices to be placed on their street. The Radar Trailer showed that the 85th Percentile is 21 MPH and the 95th Percentile is 25 MPH, which meets the qualification for the Traffic Calming Devices being requested.**

The Lafourche Parish Sheriff's Office is requesting that the Parish Council place Five Speed Humps on Marcel St. and placing the correct No Parking Signs on both sides of the street per the Parish Ordinance # 1263 4-29-79 and # 1485 5-31-84. Both ordinances are still in effect. Also, we request that a Handicap sign be placed near 101 Marcel Street due to the fact that Mr. Levron is in a wheel chair. Also needed are at least 2, Watch for Children Signs to be placed on Marcel Street.

ITEM 8

Please look at this request and the attached paper work, which should assist in your reaching a decision, and let us know if anything will be done for this street.

Thank you for your assistance in this matter.

Sincerely,

Sgt. Antoine Rodrigue Jr. 284

Sgt. Antoine Rodrigue, Jr., Badge # 284
Traffic Section Supervisor
805 Crescent Ave. Lockport, La. 70374
E-mail: Antoine-rodrigue@lpsa.net 985-532-4328

ITEM 8

Stats for Marcel St.

Length of street is 2,378 feet.

There are 48 residences on Marcel St.

Posted Speed Limit is 15 MPH

The street connects from La. 316 to
La.182 from Smith Willow

25 Residences signed the petition

The following signs are posted on this street:

6 Speed Limits

3 Stop Sign

1 Dead End Sign

1 Cross Streets

1 Local Traffic

2 No Parking Fire Lane

The radar trailer was put on this street and the results are as follows:

8 April 2009 to 20 April 2009 12 Days

Total vehicles 4991 divided by 12 equals 415.9 vehicles per day. Min. Speed 10 MPH

Max. Speed 39 MPH Average Speed 16.4 MPH 85th Percentile 21 MPH 95th
Percentile 25 MPH

22 MPH 95th Percentile 26 MPH

Speeds over the speed limit are as follows:

16-429	22-163	28-30	34-1
17-191	23-155	29-25	35-2
18-387	24-90	30-20	36-2
19-284	25-83	31-17	37- 1
20-273	26-36	32-7	38-2
21-243	27-51	33-7	39-2

ITEM 8

Per our records it shows that there were:

Two Traffic calls

Seven Traffic citations written

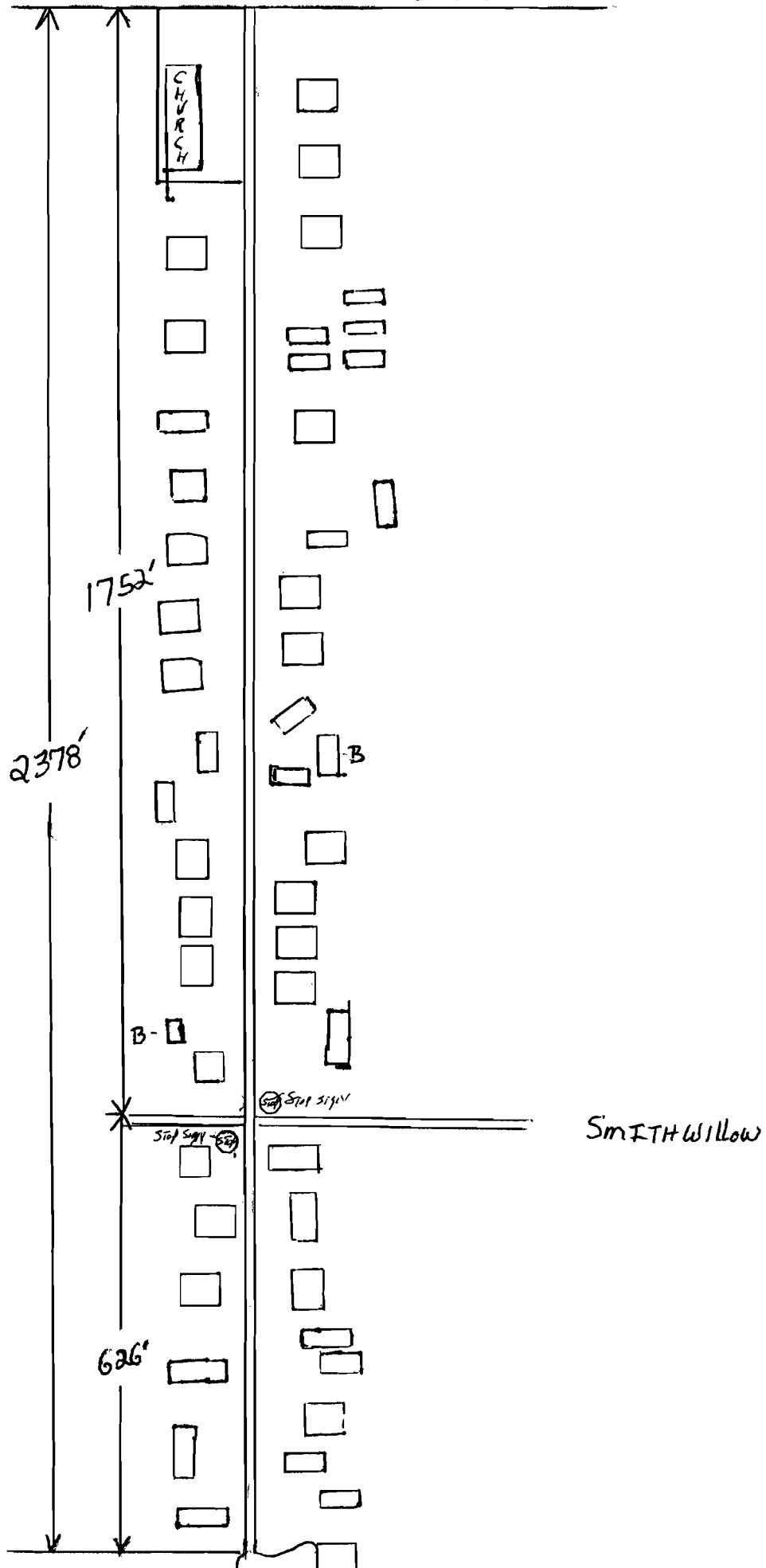
Two Speeding Calls

This was done from 1 Jan. 2008 to 27 April 2009 .

ITEM 8

LA 316

↑
MARCEL ST
↓



ITEM 8

Proposed Plan for Marcel Street

Date: 29 May 2009

Meeting Location: 101 Marcel Street

After obtaining stats from Marcel Street. Radar Trailer and calls called in along with Citations written. A proposed request was brought forth to the neighborhood meeting.

Marcel Street is 2,378 feet long with one cross street.

I expressed to the neighborhood meeting that it would be feasible to place speed humps on the street. We also discussed about placing Handi Cap signs in front of 101 Marcel due to Mr. Levron is in a wheel chair and place a couple of Watch for Children signs. We also discussed about the parking problem. I advised them that I will check with the Parish Council and see about the Ord. they have for the No Parking Fire Lane and if it is on the whole street I will request for more signs to be placed. I advised that I would request that the Parish Council place 5 speed humps and that they not be placed in front of a driveway if possible.

All were in agreement with this proposal.

Present at the meeting from the Lafourche Parish Sheriff's Office was Sgt. Antoine Rodrigue, Jr., Lt. Mark Adams.

ITEM 8

On motion by Clark P. Dupre, Sr., seconded by Harold J. Dantin and Roy J. Zeringue, the following Ordinance was enacted:

ORDINANCE NO. 1263

AN ORDINANCE TO ESTABLISH "NO PARKING" ZONES ON BOTH SIDES OF LINDA AND MARCEL STREETS, IN WARD 11 OF LAFOURCHE PARISH; TO REQUIRE THE PLACEMENT OF "NO PARKING" SIGNS; AND TO PROVIDE FOR PENALTIES FOR VIOLATION THEREOF.

BE IT ORDAINED, by the Lafourche Parish Police Jury convened in Regular Session on April 11, 1979 that:

SECTION 1. "NO PARKING" zones be and are hereby established to include both sides of Linda and Marcel Streets, in Ward 11 of Lafourche Parish, for the entire length of said streets, and parking thereon is prohibited.

SECTION 2. "NO PARKING" signs shall be erected on both sides of Linda and Marcel Streets, designating the entire length of said street as "NO PARKING" zones.

SECTION 3. Whoever violates this Ordinance shall be fined not more than (\$100.00) for each offense, or imprisoned for not more than thirty (30) days in the Parish Jail, or both.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. This Ordinance shall be published in the Official Journal of the Police Jury in the manner provided by law.

SECTION 6. This Ordinance was then submitted to an official vote as a whole, the vote thereon being as follows:

5

ITEM 8

YEAS: Charles O Naquin Harold J. Dantin
 Irving E. Legendre, Jr. Clark P. Dupre, Sr.
 Denis "Billy" Fremin Thomas M. Barker
 Troy W. Thompson, Jr. Junius F. Breaux
 Percy J. Chiasson Ronald L. Callais
 Roy J. Zeringue Octave Bruce, Jr.
 Henry J. Brunet

NAYS: None.

ABSENT: W. H. "Bill" Trosclair Joseph P. Leonard, III.

SECTION 7. This Ordinance shall become effective the tenth day after publication.



Thomas M. Barker, President
LAFOURCHE PARISH POLICE JURY

Charles P. Maggio, Secretary
LAFOURCHE PARISH POLICE JURY

PUBLISHED: 4/19/79 -

ITEM 8

On motion by Andrew "Drew" Johnson, seconded by Robert P. Naquin, the following Ordinance was proposed in Regular Session convened on April 11, 1984:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by Andrew Johnson, seconded by Gerald Breaux:

ORDINANCE NO. 1485

AN ORDINANCE TO DESIGNATE THE NORTHEAST SIDE OF SILVER STREET, NORTHWEST SIDE OF DEWEY STREET, NORTHEAST SIDE OF LINDA STREET, NORTHEAST SIDE OF MARCEL STREET, AND NORTHEAST SIDE OF LOUISE STREET, IN WARD 11, PARISH OF LAFOURCHE, STATE OF LOUISIANA, FOR THEIR ENTIRE LENGTHS AS "FIRE LANES"; TO REQUIRE THE PLACEMENT OF "FIRE LANE-NO PARKING" SIGNS; AND TO PROVIDE FOR PENALTIES FOR VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on May 9, 1984, that:

SECTION 1. The northeast side of Silver Street, northwest side of Dewey Street, northeast side of Linda Street, northeast side of Marcel Street, northeast side of Louise Street, in Ward 11, Parish of Lafourche, State of Louisiana, are hereby designated as "FIRE LANES." Said "FIRE LANES" shall extend for the entire length of said roads, as they presently exist.

SECTION 2. The designation of "FIRE LANES" on the above-mentioned roads, is desired by the majority of the people affected thereby, and is to the best interest of the public peace, health, and safety of the Parish and its inhabitants.

SECTION 3. The necessary "FIRE LANE - NO PARKING" signs shall be erected on the northeast side of Silver Street, northwest side of Dewey Street, northeast side of Linda Street, northeast side of Marcel Street, and the northeast side of Louise Street.

ITEM 8**39**

SECTION 4. The Sheriff of this Parish and the Louisiana Department of Public Safety are hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. Any person who violates the provisions of this ordinance shall upon conviction thereof, be punished by imprisonment in the parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances in conflict, herewith, be and the same are hereby repealed.

SECTION 7. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 8. This Ordinance having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS: Burgess J. Clement
Isaac Johnson, Jr.
Robert P. Naquin
Ernest "Tibby" Boudreaux
Charles R. Banta, III
Steven D. Wilson
Michael P. Pitre
Gerald "Buzz" Breaux
Louis A. Breaux
Andrew "Drew" Johnson
A. J. "Tony" Adams
Perry J. Gisclair
Daniel Lorraine

NAYS: None

ABSENT: Rodney J. Terrebonne, Noland Roger, Sr.

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

Charles P. Maggio
Charles P. Maggio, Secretary
LAFOURCHE PARISH COUNCIL

Cyrus B. Tardo
Cyrus "Bobby" Tardo, President
LAFOURCHE PARISH COUNCIL

Published: May 21, ~~2009~~ 1984

inadvertently wrote present year, instead of actual year published!
ED.

ITEM 9

The following ordinance was introduced by Michael Delatte in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN LOUIS AND LISA BOQUET AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the Health Safety and Welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Hwy 304 Choupic area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this Ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with Louis and Lisa Boquet and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

ITEM 9

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 9

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 9

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT, made and executed this _____ day of _____, 2009, by and between **LOUIS AND LISA BOQUET**, whose mailing address is 1574 Hwy 304, Thibodaux, Louisiana 70301 hereinafter referred to as GRANTOR, whether one or more, and the Parish of Lafourche, through its Parish Council (hereinafter referred to as GRANTEE).

WITNESSETH THAT for the good and valuable consideration of the promises and undertakings by the GRANTEE, herein and for the goods and valuable consideration, GRANTOR, hereby grants unto GRANTEE, his successors and assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing flood protection system namely Choupic Levee, Reservoir, a servitude of right to enter upon and maintain the Levee system together with right of ingress and egress thereto. Said mentioned servitude to be in, over, and upon the following described land being on the South side of Hwy 304 (Levee B,C, & D) situated in the Parish of Lafourche, State of Louisiana to wit:

Tract being part of estate of Anotole L. Chaisson, in Section 106, T14S-R16E, Lafourche Parish, Louisiana. Measures approximately 667.41' x 1264.14' x SW 657.64' x 766.21' x NW 673.63' x NE 2688'. Bounded east by Adam Lougue, now or formerly, West by Percy & Oneil Chaisson, now or formerly, South by Percy Fontenot, containing 41.377 acres ±.

Said above mentioned flood protection system shall encompass the borrow canal, burn, and levee that was constructed and/or elevated during Tropical Storm Allison in June of 2001 and any future upgrades.

It is further understood that this grant is not a conveyance of ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

GRANTEE to indemnify GRANTOR against, and to release, protect, and hold GRANTOR harmless from any claim or damages on account of bodily injury, including death, to any person whomsoever, and for any loss of or damage to any property whatsoever, arising out of the construction, maintenance, or operation of GRANTEE'S facilities located on the premises herein described and granted; provided, however that GRANTEE shall not be responsible for any claims or damages on account of bodily or

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personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the sole negligence of GRANTOR, its agents, servants, employees, officers, invitees, and/or licensees.

TO HAVE AND TO HOLD the aforesaid servitude unto the GRANTEE, their successors, or assigns, as long as the GRANTEE, his successors, or assigns shall continue to use said servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this _____ day of _____, 2009, together with _____ and _____ witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

GRANTORS:

LOUIS BOQUET

LISA BOQUET

BEFORE ME, Notary Public came and appeared _____ who declared that he/she witnessed the signatures of Louis & Lisa Boquet, to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC

ITEM 9

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

ITEM 10

The following ordinance was introduced by Michael Delatte in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN LEONARD LEVRON AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety and welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Hwy 304 Choupic area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with Leonard Levron and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

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SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 10

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 10

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT, made and executed this _____ day of _____, 2009, by and between **LEONARD LEVRON**, whose mailing address is 379 Hwy 304 Thibodaux, Louisiana 70301 hereinafter referred to as GRANTOR, whether one or more, and the Parish of Lafourche, through its Parish Council (hereinafter referred to as GRANTEE).

WITNESSETH THAT for the good and valuable consideration of the promises and undertakings by the GRANTEE, herein and for the goods and valuable consideration, GRANTOR, hereby grants unto GRANTEE, his successors and assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing flood protection system namely Choupic Levee, Reservoir, a servitude of right to enter upon and maintain the Levee system together with right of ingress and egress thereto. Said mentioned servitude to be in, over, and upon the following described land situated in the Parish of Lafourche, State of Louisiana to wit:

Lot 215' x 290' east; 150' west; 158' rear in Chackbay; bounded above by Sidney Barrios, now or formerly, Below and rear by Mrs. Elvine A. Peltier, front by Road. Less 60' x 100' sold, Tract in Chackbay as per plat recorded in the records of Lafourche Parish at Entry # 440461, and marked as I, J, A, HH, GG, FF, I. Measures 184.29' x rear by 1517.03', by 1686.98'.

Said above mentioned flood protection system shall encompass the borrow canal, burm, and levee that was constructed and/or elevated during Tropical Storm Allison in June of 2001 and any future upgrades.

It is further understood that this grant is not a conveyance of ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

GRANTEE to indemnify GRANTOR against, and to release, protect, and hold GRANTOR harmless from any claim or damages on account of bodily injury, including death, to any person whomsoever, and for any loss of or damage to any property whatsoever, arising out of the construction, maintenance, or operation of GRANTEE'S

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facilities located on the premises herein described and granted; provided, however that GRANTEE shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the sole negligence of GRANTOR, its agents, servants, employees, officers, invitees, and/or licensees.

TO HAVE AND TO HOLD the aforesaid servitude unto the GRANTEE, their successors, or assigns, as long as the GRANTEE, his successors, or assigns shall continue to use said servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this _____ day of _____, 2009, together with _____ and _____ witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

GRANTORS:

LEONARD LEVRON

BEFORE ME, Notary Public came and appeared _____ who declared that he/she witnessed the signatures of Leonard Levron., to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC

ITEM 10

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

ITEM 11

The following ordinance was introduced by Michael Delatte in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN LOUIS LANDRY, THROUGH MARY L. ZERINGUE AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety and welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Hwy 304 Choupic area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with Louis Landry through Mary L. Zeringue and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

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SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 11

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 11

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT, made and executed this _____ day of _____, 2009, by and between **LOUIS LANDRY** whose mailing address is 837 Hwy 304, Thibodaux, Louisiana 70301 hereinafter referred to as GRANTOR, appearing through **Mary L. Zeringue**, whose current mailing address is 107 Landry Lane, Thibodaux, Louisiana 70301, whether one or more by duly authorized Power of Attorney passed and recorded in the records of Lafourche Parish, Louisiana, , and the Parish of Lafourche, through its Parish Council (hereinafter referred to as GRANTEE).

WITNESSETH THAT for the good and valuable consideration of the promises and undertakings by the GRANTEE, herein and for the goods and valuable consideration, GRANTOR, hereby grants unto GRANTEE, his successors and assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing flood protection system namely Choupic Levee, Reservoir, a servitude of right to enter upon and maintain the Levee system together with right of ingress and egress thereto. Said mentioned servitude to be in, over, and upon the following described land being on the South side of Hwy 304 (Levee B,C, & D)situated in the Parish of Lafourche, State of Louisiana to wit:

A certain tract of land situated in the Parish of Lafourche, State of Louisiana. Bounded North by La Hwy 304 and South by Southdown Sugars Inc, now or formerly..

Said above mentioned flood protection system shall encompass the borrow canal, burm, and levee that was constructed and/or elevated during Tropical Storm Allison in June of 2001 and any future upgrades.

It is further understood that this grant is not a conveyance of ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

GRANTEE to indemnify GRANTOR against, and to release, protect, and hold GRANTOR harmless from any claim or damages on account of bodily injury, including death, to any person whomsoever, and for any loss of or damage to any property

ITEM 11

whatsoever, arising out of the construction, maintenance, or operation of GRANTEE'S facilities located on the premises herein described and granted; provided, however that GRANTEE shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the sole negligence of GRANTOR, its agents, servants, employees, officers, invitees, and/or licensees.

TO HAVE AND TO HOLD the aforesaid servitude unto the GRANTEE, their successors, or assigns, as long as the GRANTEE, his successors, or assigns shall continue to use said servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this _____ day of _____, 2009, together with _____ and _____ witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

GRANTORS:

MARY L. ZERINGUE

BEFORE ME, Notary Public came and appeared _____ who declared that he/she witnessed the signatures of Mary L. Zeringue, to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC

ITEM 11

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

ITEM 12

The following ordinance was introduced by Michael Delatte in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN ONEIL J. AND DELORES P. CHIASSON AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety and welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Hwy 304 Choupic area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with ONeil J. and Delores P. Chiasson and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

ITEM 12

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 12

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 12

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT, made and executed this _____ day of _____, 2009, by and between **ONEIL J. AND DELORES P. CHIASSON**, whose mailing address is 1132 Hwy 304, Thibodaux, Louisiana 70301 hereinafter referred to as GRANTOR, whether one or more, and the Parish of Lafourche, through its Parish Council (hereinafter referred to as GRANTEE).

WITNESSETH THAT for the good and valuable consideration of the promises and undertakings by the GRANTEE, herein and for the goods and valuable consideration, GRANTOR, hereby grants unto GRANTEE, his successors and assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing flood protection system namely Choupic Levee, Reservoir, a servitude of right to enter upon and maintain the Levee system together with right of ingress and egress thereto. Said mentioned servitude to be in, over, and upon the following described land being on the South side of Hwy 304 (Levee B,C, & D) situated in the Parish of Lafourche, State of Louisiana to wit:

Tracts OC #1 and OC #3 redivision of Chiasson property tract 1 measures 66.78' x 143' x 128.37' x 1940.93' x 192' x 1976.57' ± containing 8.2714 acres, tract 3 measures 192' x 709.92' x 196.82' x 671.365' ± containing 3.052 acres. Land contains 14 arpents bounded above by Zepherin Oncal, now or formerly and below by Vincenzia Terracina, now or formerly.

Said above mentioned flood protection system shall encompass the borrow canal, burm, and levee that was constructed and/or elevated during Tropical Storm Allison in June of 2001 and any future upgrades.

It is further understood that this grant is not a conveyance of ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

GRANTEE to indemnify GRANTOR against, and to release, protect, and hold GRANTOR harmless from any claim or damages on account of bodily injury, including death, to any person whomsoever, and for any loss of or damage to any property whatsoever, arising out of the construction, maintenance, or operation of GRANTEE'S facilities located on the premises herein described and granted; provided, however that

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GRANTEE shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the sole negligence of GRANTOR, its agents, servants, employees, officers, invitees, and/or licensees.

TO HAVE AND TO HOLD the aforesaid servitude unto the GRANTEE, their successors, or assigns, as long as the GRANTEE, his successors, or assigns shall continue to use said servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this ____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

GRANTORS:

ONEIL J. CHIASSON

DELORES P. CHIASSON

BEFORE ME, Notary Public came and appeared _____ who declared that he/she witnessed the signatures of Oneil J. and Delores P. Chiasson, to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC

ITEM 12

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

ITEM 13

The following ordinance was introduced by Michael Delatte in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN IRENE C. CLEMENT AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety and welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Hwy 304 Choupic area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with Irene C. Clement and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

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SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____ . m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____ . m.

ITEM 13

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 13

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT, made and executed this _____ day of _____, 2009, by and between **IRENE C CLEMENT**, whose mailing address is 136 Clement Lane, Thibodaux, Louisiana 70301 hereinafter referred to as GRANTOR, whether one or more, and the Parish of Lafourche, through its Parish Council (hereinafter referred to as GRANTEE).

WITNESSETH THAT for the good and valuable consideration of the promises and undertakings by the GRANTEE, herein and for the goods and valuable consideration, GRANTOR, hereby grants unto GRANTEE, his successors and assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing flood protection system namely Choupic Levee, Reservoir, a servitude of right to enter upon and maintain the Levee system together with right of ingress and egress thereto. Said mentioned servitude to be in, over, and upon the following described land being on the South side of Hwy 304 (Levee B,C, & D)situated in the Parish of Lafourche, State of Louisiana to wit:

20 arpents – upper tract of West ½ of Upper half of w ½ of SW ¼ of section 101;T14S-R16E; Bounded East by George Rodrique, now or formerly, West by Widow E.G. Robichaux;, now or formerly, South by Realty Operator, Inc., now or formerly.

Said above mentioned flood protection system shall encompass the borrow canal, burm, and levee that was constructed and/or elevated during Tropical Storm Allison in June of 2001 and any future upgrades.

It is further understood that this grant is not a conveyance of ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

GRANTEE to indemnify GRANTOR against, and to release, protect, and hold GRANTOR harmless from any claim or damages on account of bodily injury, including death, to any person whomsoever, and for any loss of or damage to any property whatsoever, arising out of the construction, maintenance, or operation of GRANTEE'S facilities located on the premises herein described and granted; provided, however that

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GRANTEE shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the sole negligence of GRANTOR, its agents, servants, employees, officers, invitees, and/or licensees.

TO HAVE AND TO HOLD the aforesaid servitude unto the GRANTEE, their successors, or assigns, as long as the GRANTEE, his successors, or assigns shall continue to use said servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this ____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

GRANTORS:

IRENE C. CLEMENT

BEFORE ME, Notary Public came and appeared _____ who declared that he/she witnessed the signatures of Irene C. Clement, to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC

ITEM 13

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

ITEM 14

The following ordinance was introduced by Michael Delatte in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN E.G. ROBICHAUX LAND CO. AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety, and welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Hwy 304 Choupic area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this Ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with E.G. Robichaux Land Co. and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

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SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 14

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 14

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT, made and executed this _____ day of _____, 2009, by and between **E.G. ROBICHAUX LAND CO**, whose mailing address is 184 Cedar Grove Labadieville, Louisiana 70372 hereinafter referred to as GRANTOR, whether one or more, and the Parish of Lafourche, through its Parish Council (hereinafter referred to as GRANTEE).

WITNESSETH THAT for the good and valuable consideration of the promises and undertakings by the GRANTEE, herein and for the goods and valuable consideration, GRANTOR, hereby grants unto GRANTEE, his successors and assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing flood protection system namely Choupic Levee, Reservoir, a servitude of right to enter upon and maintain the Levee system together with right of ingress and egress thereto. Said mentioned servitude to be in, over, and upon the following described land being on the South side of Hwy 304 (Levee B,C, & D) situated in the Parish of Lafourche, State of Louisiana to wit:

160 acres – SE ¼ of Section 100, T14S-R16E, Lafourche Parish Louisiana.

Said above mentioned flood protection system shall encompass the borrow canal, burn, and levee that was constructed and/or elevated during Tropical Storm Allison in June of 2001 and any future upgrades.

It is further understood that this grant is not a conveyance of ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

GRANTEE to indemnify GRANTOR against, and to release, protect, and hold GRANTOR harmless from any claim or damages on account of bodily injury, including death, to any person whomsoever, and for any loss of or damage to any property whatsoever, arising out of the construction, maintenance, or operation of GRANTEE'S facilities located on the premises herein described and granted; provided, however that GRANTEE shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage

ITEM 14

to any property whatsoever, caused by the sole negligence of GRANTOR, its agents, servants, employees, officers, invitees, and/or licensees.

TO HAVE AND TO HOLD the aforesaid servitude unto the GRANTEE, their successors, or assigns, as long as the GRANTEE, his successors, or assigns shall continue to use said servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this _____ day of _____, 2009, together with _____ and _____ witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

GRANTORS:

**RICHARD ROBICHAUX,
INDIVIDUALLY AND FOR
E.G. ROBICHAUX LAND CO.**

BEFORE ME, Notary Public came and appeared _____ who declared that he/she witnessed the signatures of _____, on behalf of the E.G. Robichaux Land Company, to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC

ITEM 14

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

ITEM 15

The following ordinance was introduced by Michael Delatte in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN PERCY CHIASSON AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety and welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Hwy 304 Choupic area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with Percy Chiasson and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

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SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 15

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 15

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT, made and executed this _____ day of _____, 2009, by and between **PERCY CHIASSON**, whose mailing address is 1123 Hwy 304, Thibodaux, Louisiana 70301 hereinafter referred to as GRANTOR, whether one or more, and the Parish of Lafourche, through its Parish Council (hereinafter referred to as GRANTEE).

WITNESSETH THAT for the good and valuable consideration of the promises and undertakings by the GRANTEE, herein and for the goods and valuable consideration, GRANTOR, hereby grants unto GRANTEE, his successors and assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing flood protection system namely Choupic Levee, Reservoir, a servitude of right to enter upon and maintain the Levee system together with right of ingress and egress thereto. Said mentioned servitude to be in, over, and upon the following described land being on the South side of Hwy 304 (Levee B,C, & D) situated in the Parish of Lafourche, State of Louisiana to wit:

Tract named "Redivision of Chaisson Property measuring approximately 196.78' x 1976.57' x 192' x 2012.21'. Containing 8,8295 ± Left Bank of Bayou Lafourche 3-4 miles above Thibodaux. 2 arpents x 14 arpents ± Also including road which leads to levee off of South side Hwy 304. Lafourche parish will use road as needed to access levee.

Lafourche Parish agrees to do the required maintenance on said above mentioned road as needed and approved by the Public Works Director. Said above mentioned flood protection system shall encompass the borrow canal, burn, and levee that was constructed and/or elevated during Tropical Storm Allison in June of 2001 and any future upgrades.

It is further understood that this grant is not a conveyance of ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

GRANTEE to indemnify GRANTOR against, and to release, protect, and hold GRANTOR harmless from any claim or damages on account of bodily injury, including death, to any person whomsoever, and for any loss of or damage to any property

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whatsoever, arising out of the construction, maintenance, or operation of GRANTEE'S facilities located on the premises herein described and granted; provided, however that GRANTEE shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the sole negligence of GRANTOR, its agents, servants, employees, officers, invitees, and/or licensees.

TO HAVE AND TO HOLD the aforesaid servitude unto the GRANTEE, their successors, or assigns, as long as the GRANTEE, his successors, or assigns shall continue to use said servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this _____ day of _____, 2009, together with _____ and _____ witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

GRANTORS:

PERCY CHIASSON

BEFORE ME, Notary Public came and appeared _____ who declared that he/she witnessed the signatures of Percy Chiasson, to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC

ITEM 15

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

ITEM 16

The following ordinance was introduced by Michael Delatte in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN LAFOURCHE RESOURCES, INC. AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety and welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Hwy 304 Choupic area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with Lafourche Resources, Inc. and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT, made and executed this _____ day of _____, 2009, by and between **LAFOURCHE RESOURCES, INC.**, (TIN # 72-0541958), a corporation organized under the laws of the State of Louisiana, having its principal place of business at 5581 Vidrine Road, Ville Platte, Louisiana 70586, herein represented by its representative **Chad Fontenot**, duly authorized to sign for Lafourche Resources as per Articles of Incorporation of business, hereinafter referred to as GRANTOR, whether one or more, and the Parish of Lafourche, through its Parish Council (hereinafter referred to as GRANTEE).

WITNESSETH THAT for the good and valuable consideration of the promises and undertakings by the GRANTEE, herein and for the goods and valuable consideration, GRANTOR, hereby grants unto GRANTEE, his successors and assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing flood protection system namely Choupic Levee, Reservoir, a servitude of right to enter upon and maintain the Levee system together with right of ingress and egress thereto. Said mentioned servitude to be in, over, and upon the following described land being on the South side of Hwy 304 (Levee B,C, & D)situated in the Parish of Lafourche, State of Louisiana to wit:

1422 acres: 1st tract in sections 101 & 104 T14S-R16E, Lafourche Parish Louisiana, containing 240 acres. 2nd tract in sections 105 & 110 T14S-R16E, Lafourche Parish Louisiana containing 243 acres. 3rd tract in sections 111 T14S-16E, Lafourche Parish, Louisiana, containing 149 acres. 4th tract in sections 100, 105 & 106 T14S-16E, Lafourche Parish Louisiana, containing 691 acres. 5th tract in section 106 T14S-16E, Lafourche Parish, Louisiana, containing 117 acres. Less acres sold as recorded in records of Lafourche Parish.

Said above mentioned flood protection system shall encompass the borrow canal, burm, and levee that was constructed and/or elevated during Tropical Storm Allison in June of 2001 and any future upgrades.

It is further understood that this grant is not a conveyance of ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

GRANTEE to indemnify GRANTOR against, and to release, protect, and hold GRANTOR harmless from any claim or damages on account of bodily injury, including death, to any person whomsoever, and for any loss of or damage to any property whatsoever, arising out of the construction, maintenance, or operation of GRANTEE'S facilities located on the premises herein described and granted; provided, however that GRANTEE shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the sole negligence of GRANTOR, its agents, servants, employees, officers, invitees, and/or licensees.

TO HAVE AND TO HOLD the aforesaid servitude unto the GRANTEE, their successors, or assigns, as long as the GRANTEE, his successors, or assigns shall continue to use said servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this _____ day of _____, 2009, together with _____ and _____ witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

GRANTORS:

LAFOURCHE RESOURCES INC.
BY: CHAD FONTENOT

BEFORE ME, Notary Public came and appeared _____ who declared that he/she witnessed the signatures of _____, on behalf of Lafourche resources Inc, to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

The following ordinance was introduced by Phillip Gouaux in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN MAURICE LOUPE, JR. AND LINDA LOUPE AND THE LAFORCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the Health Safety and Welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting right of way agreement in the Lockport area of Ward 4, Councilmatic District 7, Lafourche Parish.

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners;

WHEREAS, this Ordinance was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with Maurice Loupe, Jr. and Linda Loupe and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT MADE AND EXECUTED this ____ day of _____, 2009, by and between **MAURICE LOUPE JR. and LINDA LOUPE** whose mailing address is 8784 Hwy 1, Lockport, Louisiana 70374 hereinafter referred to as Grantor, whether on or more, and **THE PARISH OF LAFOURCHE**, through its council, hereinafter referred to as GRANTEE.

WITNESSETH THAT, for the good and valuable considerations of the promises and undertakings by the GRANTEE herein and for the good and valuable consideration, GRANTOR hereby grants unto GRANTEE, its successors or assigns, or transferees, for the sole and exclusive purpose of drainage and maintenance on an existing ditch, a personal servitude of right of use to enter upon and maintain a lateral ditch, together with right of ingress and egress thereto, located on the property of Grantor and described as right of way to commence at cattle gate and running adjacent and parallel to the northeast property line. Said Drainage Servitude to be Twenty-Foot (20') plus the width of the existing ditch and over and upon the following described land situated in the Parish of Lafourche.

A certain tract of land situated in the Parish of Lafourche State of Louisiana being located in Section 144, T17S-R19E, approximately 1 arpent to depth of property.

All is shown on the attached plat marked Exhibit "A"

It shall be understood between the Grantee and Grantor that spoils dug out of said ditch from construction and maintenance of the existing ditch is to be spread on Grantor's property according to Grantor's direction, within the limits of the hereinabove servitude described, it shall be understood that time is of the essence and that drainage shall not be impeded by such placement. It will be understood between the parties that GRANTOR must be contacted by GRANTEE prior to accessing ditch on GRANTOR'S property. It is also understood, that any trees taken down within the servitude limits will be burned in accordance with the State Fire Marshall. It is further understood that this grant is not a conveyance of ownership of the property hereinabove described and the parties specifically agree that the servitude may only be used by the Parish, its agents, employees, and/or assigns, for the maintenance and operation of said facilities, and is not intended as servitude of passage for the general public.

Grantee to indemnify Grantor against, and to release, protect, and hold Grantor harmless, from any claim or damages whatsoever on account of bodily, or personal injury, or death to any person whomsoever, and any loss of or damage to any property whatsoever, arising out of the construction, maintenance, or operation of Grantee's

facilities located on the premises herein described and granted; provided however that Grantee shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the negligence of Grantor, its agents for assigns.

TO HAVE AND TO HOLD the aforesaid servitude unto the Grantee, their successors or assigns so long as the Grantee shall continue the said servitude.

IN WITNESS WHEREOF, the Grantor has hereunto signed their names this _____ day of _____, 2009, together with _____ and _____, in Lafourche Parish, Louisiana.

WITNESSES:

MAURICE LOUPE JR.

LINDA LOUPE

BEFORE ME, Notary Public, came and appeared _____, who declared that she witnessed the signatures of Maurice Loupe, Jr., and Linda Loupe to the foregoing servitude agreement and that they signed the agreement as their free and voluntary act, for the Parish of Lafourche

Sworn to and subscribed before me on this _____ day of _____, 2009.

NOTARY PUBLIC

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2009, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES:

GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2009.

NOTARY PUBLIC

EXHIBIT "A"

SERVITUDE

**PARR PUMP
ROAD**

Family Farm

© 2009 Tele Atlas

The following ordinance was submitted for introduction by Joe Fertitta, in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT THE SUBDIVISION KNOWN AS THE REDIVISION OF PROPERTY OWNED BY BYRON TALBOT INTO LOTS 1, 2 AND REMAINING PROPERTY INTO THE PARISH SYSTEM.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____ that:

SECTION 1. The streets, drainage system, and/or servitudes in the subdivision known as the Redivision of Property Owned by Byron Talbot into Lots 1, 2 and Remaining Property and being situated in Ward 2, District No. 4 Section 7,T 15S, R17E, Lafourche Parish, Louisiana, as shown on the drawings entitled "Redivision of Property Owned by Byron Talbot into Lots 1, 2 and Remaining Property", sheets 1 through 1 as prepared by David A. Waitz Engineering and Surveying, Inc. dated November 18, 2008 are hereby accepted into the Parish system and are to be maintained by the Lafourche Parish Council effective with the completion of the developers' maintenance obligations as set forth in Section 19:377, Paragraphs A and B of Ordinance No. 3767.

SECTION 2. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 3. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 4. This Ordinance having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 5. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at ____ . m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at ____ . m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was submitted for introduction by Michael Delatte, in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT THE SUBDIVISION KNOWN AS THE ALFRED P. BABIN SUBDIVISION INTO THE PARISH SYSTEM.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____ that:

SECTION 1. The streets, drainage system, and/or servitudes in the subdivision known as the Alfred P. Babin Subdivision and being situated in Ward 7, District No. 2 Section 39, T 15S, R19E, Lafourche Parish, Louisiana, as shown on the drawings entitled “Alfred P. Babin Subdivision”, sheets 1 through 1 as prepared by David A. Waitz Engineering and Surveying, Inc. dated August 22, 2008 are hereby accepted into the Parish system and are to be maintained by the Lafourche Parish Council effective with the completion of the developers’ maintenance obligations as set forth in Section 19:377, Paragraphs A and B of Ordinance No. 3767.

SECTION 2. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 3. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 4. This Ordinance having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 5. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was submitted for introduction by Michael Delatte, in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT THE SUBDIVISION KNOWN AS THE DIVISION OF PROPERTY BELONGING TO CLIFTON RODRIGUE INTO LOT 1 AND LOT 2 INTO THE PARISH SYSTEM.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____ that:

SECTION 1. The streets, drainage system, and/or servitudes in the subdivision known as the Division of Property Belonging to Clifton Rodrigue into Lot 1 and Lot 2 and being situated in Ward 6, District No. 2 Section 11, T 14S, R17E, Lafourche Parish, Louisiana, as shown on the drawings entitled "Division of Property Belonging to Clifton Rodrigue into Lot 1 and Lot 2", sheets 1 through 1 as prepared by Leonard Chauvin, P.E., P.L.S., Inc. dated March 23, 2009 are hereby accepted into the Parish system and are to be maintained by the Lafourche Parish Council effective with the completion of the developers' maintenance obligations as set forth in Section 19:377, Paragraphs A and B of Ordinance No. 3767.

SECTION 2. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 3. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 4. This Ordinance having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 5. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was submitted for introduction by Michael Delatte, in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT THE SUBDIVISION KNOWN AS THE HIGHLAND LAKES SUBDIVISION, ADDENDUM NO. 3 INTO THE PARISH SYSTEM.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____ that:

SECTION 1. The streets, drainage system, and/or servitudes in the subdivision known as Highland Lakes Subdivision, Addendum No. 3 and being situated in Ward 5, District No. 2 Sections 124 & 126, T15S-R16E and Section 33, T14 S- R16E, Lafourche Parish, Louisiana, as shown on the drawings entitled “Highland Lakes Subdivision, Addendum No. 3”, sheets 1 through 1 as prepared by Leonard Chauvin, P.E., P.L.S., Inc. dated November 21, 2008 are hereby accepted into the Parish system and are to be maintained by the Lafourche Parish Council effective with the completion of the developers’ maintenance obligations as set forth in Section 19:377, Paragraphs A and B of Ordinance No. 3767. Streets accepted in this development are Abby Lake Drive, 1754 feet concrete, 40 ft. street right of way, 27 ft. width of street, value \$257,434.00; Little Lake Drive, 565 feet concrete, 40 ft. street right of way, 27 ft. width of street, value \$82,925.00; Lake Boeuf Court, 121 feet concrete, 40 ft. street right of way, 27 ft. width of street, value 17,759.00; North Lake Drive, 120 feet concrete, 40 ft. street right of way, 27 ft. width of street, value \$17,612.00.

SECTION 2. As recommended by an engineering and traffic investigation according to the Louisiana Department of Transportation and Development (DOTD) Uniform Traffic Control Device regulations adopted by the Legislature, as performed by the developer’s engineer, and upon final approval by the Parish’s Department of Public Works, it shall be unlawful for any person to operate or drive any motor vehicle upon all streets in said subdivision at a speed no greater than 18 miles per hour. The necessary placement of “Speed Limit” signs shall be erected on said streets according to the DOTD Traffic Control regulations as recommended by the Developer’s Engineer, upon approval by the Parish’s Department of Public Works. The speed limit set forth in this ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other police officers in the chase of apprehension of violators of the law or any person charged with or suspected of any such violation, nor to any fire department of fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner, operator of any such vehicles from the consequences of reckless disregard of the safety of others. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this ordinance. Any person who violates the provisions of this section shall upon conviction thereof, be punished by imprisonment in the parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the court.

SECTION 2. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 3. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 4. This Ordinance having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 5. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was submitted for introduction by Michael Delatte, in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT THE SUBDIVISION KNOWN AS SUGAR RIDGE WEST SUBDIVISION, ADDENDUM NO. 4 PHASE 2 INTO THE PARISH SYSTEM.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____ that:

SECTION 1. The streets, drainage system, and/or servitudes in the subdivision known as Sugar Ridge West Subdivision, Addendum No. 4 Phase 2 and being situated in Ward 6, District No. 2 Section 104, T 14 S, R16E, Lafourche Parish, Louisiana, as shown on the drawings entitled Sugar Ridge West Subdivision, Addendum No. 4 Phase 2”, sheets 1 through 1 as prepared by Leonard J. Chauvin, P.E., P.L.S., Inc. dated October 28, 2008 are hereby accepted into the Parish system and are to be maintained by the Lafourche Parish Council effective with the completion of the developers’ maintenance obligations as set forth in Section 19:377, Paragraphs A and B of Ordinance No. 3767. Streets accepted in this development are Blackberry Drive, 800 feet concrete, 60 ft. street right of way, 20ft. width of street, value \$88,215.00; Meadow View Court, 220 feet concrete, 60 ft. street right of way, 20 ft. width of street, value \$ 24,260.00.

SECTION 2. As recommended by an engineering and traffic investigation according to the Louisiana Department of Transportation and Development (DOTD) Uniform Traffic Control Device regulations adopted by the Legislature, as performed by the developer’s engineer, and upon final approval by the Parish’s Department of Public Works, it shall be unlawful for any person to operate or drive any motor vehicle upon all streets in said subdivision at a speed no greater than 25 miles per hour. The necessary placement of “Speed Limit” signs shall be erected on said streets according to the DOTD Traffic Control regulations as recommended by the Developer’s Engineer, upon approval by the Parish’s Department of Public Works. The speed limit set forth in this Ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other police officers in the chase of apprehension of violators of the law or any person charged with or suspected of any such violation, nor to any fire department of fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner, operator of any such vehicles from the consequences of reckless disregard of the safety of others. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance. Any person who violates the provisions of this section shall upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the court.

SECTION 3. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was submitted for introduction by Rodney Doucet, in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT THE SUBDIVISION KNOWN AS THE KIP J. PLAISANCE JR SUB. #1, ADD. #1 INTO THE PARISH SYSTEM.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____ that:

SECTION 1. The streets, drainage system, and/or servitudes in the subdivision known as the Kip J. Plaisance Jr. Sub. #1, Add. #1 and being situated in Ward 10, District No. 9 Sections 16 & 17, T 20S, R22E, Lafourche Parish, Louisiana, as shown on the drawings entitled “Kip J. Plaisance Jr. Sub. #1, Addn. #1”, sheets 1 through 1 as prepared by J. Wayne Plaisance, Inc. dated April 7, 2009 are hereby accepted into the Parish system and are to be maintained by the Lafourche Parish Council effective with the completion of the developers’ maintenance obligations as set forth in Section 19:377, Paragraphs A and B of Ordinance No. 3767.

SECTION 2. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 3. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 4. This Ordinance having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 5. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was submitted for introduction by Lindel Toups, in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT THE SUBDIVISION KNOWN AS THE BROCK ZERINGUE SUBDIVISION INTO THE PARISH SYSTEM.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____ that:

SECTION 1. The streets, drainage system, and/or servitudes in the subdivision known as the Brock Zeringue Subdivision and being situated in Ward 4, District No. 6 Sections 20 & 21, T16S, R19E, Lafourche Parish, Louisiana, as shown on the drawings entitled "Brock Zeringue Subdivision", sheets 1 through 1 as prepared by David A. Waitz Engineering and Surveying, Inc. dated February 13, 2009 are hereby accepted into the Parish system and are to be maintained by the Lafourche Parish Council effective with the completion of the developers' maintenance obligations as set forth in Section 19:377, Paragraphs A and B of Ordinance No. 3767.

SECTION 2. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 3. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 4. This Ordinance having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 5. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was introduced by Rodney Doucet in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR A 2009 SUPPLEMENTAL APPROPRIATION (09-017) WITHIN THE 2009 OPERATIONS AND MAINTENANCE BUDGET AND THE 2009 CAPITAL BUDGET TO INCLUDE THE LIBRARY'S BUDGET WITHIN THE PARISH'S BUDGET AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID TRANSACTIONS AS PROVIDED FOR BY ARTICLE VI OF THE LAFOURCHE PARISH HOME RULE CHARTER.

WHEREAS, effective May 2009, the financial information of the Lafourche Parish Library was transferred to the Finance Department of the Parish; and

WHEREAS, it is necessary to include all aspects of the Library's budget within the Parish's Budget; and

WHEREAS, this Ordinance was sponsored for Administration by Mr. Rodney Doucet, Councilman, District 8; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approve the adjustments stated above and authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter.

THEREFORE BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, and hereby authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter; and

BE IF FURTHER ORDAINED, that:

SECTION 1. A supplemental appropriation of the 2009 Operations and Maintenance Budget is hereby approved as follows:

FUND 119 LIBRARY FUND

To include the Library's budget within the budget of Lafourche Parish Government

1. an increase in TAXES in the amount of \$3,376,864
2. an increase in INTERGOVERNMENTAL in the amount of \$111,280
3. an increase in CHARGES FOR SERVICES in the amount of \$15,850
4. an increase in INVESTMENT EARNINGS in the amount of \$140,000

5. an increase in OTHER REVENUE in the amount of \$8,500
6. an increase in SALARIES in the amount of \$1,600,000
7. an increase in EMPLOYEE BENEFITS in the amount of \$259,000
8. an increase in PROFESSIONAL SERVICES in the amount of \$85,000
9. an increase in OPERATING SERVICES in the amount of \$264,800
10. an increase in OTHER SERVICES in the amount of \$280,000
11. an increase in SUPPLIES in the amount of \$858,500
12. an increase in CAPITAL OUTLAY in the amount of \$445,000
13. an increase in TRANSFERS OUT – 299 in the amount of \$950,000
14. an increase in MISCELLANEOUS in the amount of \$1,200

SECTION 2. A supplemental appropriation of the 2009 Capital Budget is hereby approved as follows:

FUND 299 CAPITAL PROJECT FUND

To include the Library's budget within the budget of Lafourche Parish Government

1. an increase in TRANSFER IN - 119 in the amount of \$950,000
2. an increase in CAPITAL OUTLAY in the amount of \$950,000

SECTION 3. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 5. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 6. A certified copy of this Ordinance shall be forwarded to the Lafourche Parish Library, Lafourche Parish Government Finance Department and the Office of the Parish Administrator.

SECTION 7. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 8. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

FOR 2009 13

ACCOUNTS FOR:
119 LIBRARY FUND

			Character	REVISED BUDGET	Library Code
Revenue					

119311__	311100__	TAXES - AD VALOREM	Taxes	3,376,864.00	501 - Ad Valorem Taxes
119311__	311101__	PENSION DEDUCTIONS	Taxes	0.00	501 - Ad Valorem Taxes
				3,376,864.00	
119331__	331100__	FEDERAL GRANT	Intergovernmental	0.00	
119334__	334100__	STATE GRANT	Intergovernmental	0.00	
119335__	335000__	STATE SHARED REVENUE	Intergovernmental	104,280.00	502 - State Shared Revenue
119337__	337000__	LOCAL GRANT	Intergovernmental	7,000.00	506 - Grants
				111,280.00	
119341__	341400__	CHARGES FOR USE OF PHOTOCOPIER	Charges for Services	9,000.00	503 - Photocopies 516 - Computer Printouts
119347__	347100__	LIBRARY FINES	Charges for Services	0.00	
119347__	347101__	LIBRARY - DAMAGED	Charges for Services	350.00	510 - Damaged
119347__	347102__	LIBRARY - LOST CARD	Charges for Services	800.00	514 - Lost Card
119347__	347103__	LIBRARY - OVERDUE ITEMS	Charges for Services	4,300.00	515 - Overdue Items
119347__	347104__	LIBRARY- LOST ITEMS	Charges for Services	1,400.00	517 - Lost - Book, Video, Software
				15,850.00	
119361__	361100__	INTEREST EARNINGS - INVEST	Investment Earnings	140,000.00	507 - Interest Earnings
				140,000.00	
119395__	395003__	OTHER REVENUES	Other	1,000.00	509 - Miscellaneous Income
119395__	395006__	DONATION	Other	2,500.00	508 - Gifts and Donations
119395__	395007__	PROCEEDS FROM ASSET SALE	Other	5,000.00	504 - Sale of Office Materials
119395__	395008__	COMPENSATION-LOSS OF ASSET	Other	0.00	518- Property Settlement
				8,500.00	
TOTAL REVENUE				3,652,494.00	
Expenditures					

11945500__	411000__	SALARIES	Salaries	1,600,000.00	701 - Payroll Expense
				1,600,000.00	
11945500__	421000__	LIFE/HEALTH INSURANCE	Employee Benefits	50,000.00	720 - Life, Health & Dental Insurance
11945500__	421100__	DENTAL INSURANCE	Employee Benefits	0.00	
11945500__	422000__	FICA/MEDICARE	Employee Benefits	125,000.00	710 - Payroll Taxes
11945500__	423000__	RETIREMENT-457B	Employee Benefits	60,000.00	725 - Retirement Pepsco & Prudential
11945500__	423009__	RETIREMENT-STATE	Employee Benefits	0.00	
11945500__	425000__	UNEMPLOYMENT	Employee Benefits	7,000.00	721 - Unemployment Wages
11945500__	426000__	WORKMEN'S COMPENSATION	Employee Benefits	17,000.00	722 - Workmen's Comp Insurance
				259,000.00	

11945500__	433000__	PSO	Professional Services	75,000.00	803 - Professional Services
11945500__	433001__	PSO-APPRAISAL/SURVEY	Professional Services	0.00	
11945500__	433002__	PSO-ARCHITECT	Professional Services	0.00	
11945500__	433003__	PSO-AUDIT	Professional Services	10,000.00	783 - Accounting and Auditing
11945500__	433005__	PSO-CONSULTING	Professional Services	0.00	
11945500__	433007__	PSO-ENGINEER	Professional Services	0.00	
11945500__	433010__	PSO-LABORATORY	Professional Services	0.00	
11945500__	433011__	PSO-LEGAL	Professional Services	0.00	
11945500__	433011_09022__	PSO-LEGAL	Professional Services	0.00	
11945500__	433029__	PSO - DEPOSITIONS	Professional Services	0.00	
11945500__	433031__	PSO - CLAIMS MANAGEMENT	Professional Services	0.00	
				85,000.00	
11945500__	441000_09038__	UTILITIES	Operating Services	150,000.00	788 - Utilities - Electricity
11945500__	441000_09039__	UTILITIES	Operating Services	3,500.00	791 - Utilities - Gas
11945500__	441100__	UTILITIES-WATER	Operating Services	1,000.00	819 - Utilities - Water
11945500__	442101__	UTILITIES-WASTE COLLECTION	Operating Services	0.00	
11945500__	443001__	REPAIR & MAINT-EQUIPMENT/VEHIC	Operating Services	12,000.00	823 - Bookmobile maintenance
11945500__	443002__	REPAIR & MAINT-VEHICLE	Operating Services	12,000.00	825 - Maintenance of office eqt
11945500__	443003__	REPAIR & SERVICE CONTRACTS	Operating Services	0.00	
11945500__	443003_09045__	REPAIR & SERVICE CONTRACTS	Operating Services	25,000.00	828 - Maintenance technology
11945500__	443006__	REPAIR & MAINT-BLDG	Operating Services	20,000.00	827 - Maintenance of prop and eqt
11945500__	443007__	REPAIR & MAINT-OCCUPANCY	Operating Services	4,800.00	797 - Janitorial
					799 - Laundry and Sanitation
					802 - Pest Control
11945500__	444100__	RENTAL-LAND & BUILDINGS	Operating Services	33,000.00	810 - Building Rental
11945500__	444200__	RENTAL-EQUIPMENT & VEHICLES	Operating Services	3,500.00	813 - Equipment Rental
				264,800.00	
11945500__	452000__	LIABILITY INSURANCE	Other Services	195,000.00	290 - Insurance & Surety Bonds - Building
					795 - Employee Liability Insurance
11945500__	452003__	LIABILITY INSURANCE-VEHICULAR	Other Services	10,000.00	293 - Auto Coverage
11945500__	453000__	COMMUNICATIONS	Other Services	45,000.00	816 - Telephone
11945500__	454000__	ADVERTISING	Other Services	500.00	782 - Advertising
11945500__	454000_09040__	ADVERTISING	Other Services	1,000.00	805 - Publication of legal notices
11945500__	454000_09041__	ADVERTISING	Other Services	1,000.00	806 - Publication of Minutes
11945500__	454000_09044__	ADVERTISING	Other Services	0.00	
11945500__	455000__	PRINTING, DUPLICATING, BINDING	Other Services	2,500.00	785 - Binding
11945500__	456000__	MEMBERSHIP DUES	Other Services	3,000.00	784 - Membership Dues
11945500__	457000__	PROFESSIONAL DEVELOPMENT	Other Services	10,000.00	786 - Education and Conferences
11945500__	458000__	TRAVEL-IN-STATE	Other Services	0.00	
11945500__	458110__	MILEAGE-IN-STATE	Other Services	0.00	
11945500__	458120__	MEALS-IN-STATE	Other Services	10,000.00	817 - Travel and meals
11945500__	458130__	LODGING-IN-STATE	Other Services	2,000.00	815 - Room & Board
11945500__	458900__	TRAVEL-OUT-OF-STATE	Other Services	0.00	
11945500__	458910__	MILEAGE-OUT-OF-STATE	Other Services	0.00	
11945500__	458920__	MEALS-OUT-OF-STATE	Other Services	0.00	
11945500__	458930__	LODGING-OUT-OF-STATE	Other Services	0.00	

11945500__	459000__	FEES, PERMITS, LICENSES	Other Services	0.00	
				280,000.00	
11945500__	461000__	OPERATING SUPPLIES	Supplies	45,000.00	744 - Operating Supplies
11945500__	461008__	EQUIP & VEHICLE REPAIR PARTS	Supplies	7,500.00	831 - Eqt and vehicle repair
11945500__	461010__	OPERATING SUPPLIES - LIBRARY	Supplies	75,000.00	742 - Library Supplies
11945500__	461098__	INCIDENTAL REPAIR SUPPLIES	Supplies	10,000.00	746 - Maintenance Supplies
11945500__	461100__	EQUIPMENT - OTHER	Supplies	48,000.00	867 - Equipment
11945500__	461300__	MATERIALS	Supplies	0.00	
11945500__	461301__	MATERIALS - LIB BOOKS	Supplies	500,000.00	864 - Books
11945500__	461302__	MATERIALS - LIB FURNITURE	Supplies	25,000.00	868 - Furniture
11945500__	461303__	MATERIALS - LIB PERIODICALS	Supplies	24,500.00	872 - Periodicals
11945500__	461304__	MATERIALS - LIB AUDIO	Supplies	20,000.00	874 - Audio Recordings
11945500__	461305__	MATERIALS - LIB SOFTWARE	Supplies	8,000.00	877 - Software
11945500__	461306__	MATERIALS - LIB VIDEO	Supplies	60,000.00	881 - Video Recordings
11945500__	461307__	MATERIALS - LIB PROCESSING	Supplies	15,000.00	882 - Processing
11945500__	462600__	GASOLINE & DIESEL	Supplies	15,000.00	824 - Fuel & Oil
11945500__	465000__	POSTAGE	Supplies	5,500.00	804 - Postage and box rental
				858,500.00	
11945500__	470000__	EQUIP/IMPROVE < \$15,000	Capital Outlay	445,000.00	850 - Building (used for damages for storms or Lockport Building)
11945500__	473000_05187__	CAP OUTLAY - BUILDING	Capital Outlay	0.00	
11945500__	473000_05188__	CAP OUTLAY - BUILDING	Capital Outlay	0.00	
11945500__	473000_05189__	CAP OUTLAY - BUILDING	Capital Outlay	0.00	
11945500__	473000_05192__	CAP OUTLAY - BUILDING	Capital Outlay	0.00	
11945500__	475000__	BOOKS, PUBLICATIONS & LIBRARY	Capital Outlay	0.00	
11945500__	475001__	CAP OUTLAY - EQUIPMENT/FURN	Capital Outlay	0.00	
11945500__	477000__	CAP OUTLAY - AUTO/MACHINERY	Capital Outlay	0.00	
				445,000.00	
11945500__	483299__	TRANSFERS OUT 299	Miscellaneous	200,000.00	866 - Equipment (Fixed Asset)
				725,000.00	869 - Furniture (Fixed Asset)
				25,000.00	851 - Vehicle
11945500__	483299_05187__	TRANSFERS OUT 299	Miscellaneous	0.00	
11945500__	483299_05188__	TRANSFERS OUT 299	Miscellaneous	0.00	
11945500__	483299_05189__	TRANSFERS OUT 299	Miscellaneous	0.00	
11945500__	483299_05192__	TRANSFERS OUT 299	Miscellaneous	0.00	
11945500__	483299_06020__	TRANSFERS OUT 299	Miscellaneous	0.00	
11945500__	483299_06062__	TRANSFERS OUT 299	Miscellaneous	0.00	
11945500__	483299_07014__	TRANSFERS OUT 299	Miscellaneous	0.00	
11945500__	484998__	MISC EXPENSE-LIBRARY	Miscellaneous	1,200.00	770 - Miscellaneous Expense
					796 - Intergovernmental Services
					814 - Service charges and fees
11945500__	485000_05189__	JUDGMENTS & DAMAGES	Miscellaneous	0.00	
				951,200.00	
TOTAL REVENUES				3,652,494.00	
TOTAL EXPENSES				4,743,500.00	
GRAND TOTAL				0.00	-646,006.00

Lafourche Parish Public Library
Profit & Loss Budget vs. Actual
January through December 2009

	TOTAL			
	Jan - Dec 09	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
501 · Ad valorem taxes	3,032,572.59	3,376,864.00	-344,291.41	89.8%
502 · State Revenue Sharing	72,436.88	104,280.00	-31,843.12	69.5%
503 · Photocopies	941.90	3,000.00	-2,058.10	31.4%
504 · Sale of Office Materials	2,493.90	5,000.00	-2,506.10	49.9%
506 · Grants	0.00	7,000.00	-7,000.00	0.0%
507 · Interest Earnings	19,247.09	140,000.00	-120,752.91	13.7%
508 · Gifts and Donations	3,500.00	2,500.00	1,000.00	140.0%
509 · Miscellaneous Income	0.40	1,000.00	-999.60	0.0%
510 · Damaged	105.84	350.00	-244.16	30.2%
514 · Lost card	248.00	800.00	-552.00	31.0%
515 · Overdue items	984.50	4,300.00	-3,315.50	22.9%
516 · Computer printouts	2,166.20	6,000.00	-3,833.80	36.1%
517 · Lost-Book,Video,Software	906.41	1,400.00	-493.59	64.7%
518 · Property Settlement	1,589.85			
Total Income	3,137,193.56	3,652,494.00	-515,300.44	85.9%
Expense				
290 · Insurance & Surety Bonds- Build	0.00	145,000.00	-145,000.00	0.0%
293 · Auto Coverage	0.00	10,000.00	-10,000.00	0.0%
701 · Payroll Expense	495,779.10	1,600,000.00	-1,104,220.90	31.0%
710 · Payroll Taxes	37,926.17	125,000.00	-87,073.83	30.3%
720 · Life,Health & Dental Insurance	19,048.66	50,000.00	-30,951.34	38.1%
721 · Unemployment Wages	3,616.00	7,000.00	-3,384.00	51.7%
722 · Workmen's Comp Insurance	3,172.92	17,000.00	-13,827.08	18.7%
725 · Retirement-Pebsco & Prudential	17,824.89	60,000.00	-42,175.11	29.7%
742 · Library Supplies	21,987.78	75,000.00	-53,012.22	29.3%
744 · Office Supplies	4,591.65	45,000.00	-40,408.35	10.2%
746 · Maintenance Supplies	1,641.66	10,000.00	-8,358.34	16.4%
770 · Miscellaneous Expense	47.65	100.00	-52.35	47.7%
782 · Advertising	0.00	500.00	-500.00	0.0%
783 · Accounting and Auditing	0.00	10,000.00	-10,000.00	0.0%
784 · Membership Dues	132.00	3,000.00	-2,868.00	4.4%
785 · Binding	1,533.50	2,500.00	-966.50	61.3%
786 · Education and Conferences	2,335.00	10,000.00	-7,665.00	23.4%
788 · Utilities - Electricity	23,599.16	150,000.00	-126,400.84	15.7%
791 · Utilities - Gas	541.23	3,500.00	-2,958.77	15.5%
795 · Employee Liability Insurance	0.00	50,000.00	-50,000.00	0.0%
796 · Intergovernmental Services <i>misc</i>	0.00	100.00	-100.00	0.0%
797 · Janitorial	1.86	1,300.00	-1,298.14	0.1%
799 · Laundry and Sanitation	162.37	500.00	-337.63	32.5%
802 · Pest Control	2,084.00	3,000.00	-916.00	69.5%
803 · Professional Services	27,550.63	75,000.00	-47,449.37	36.7%
804 · Postage and box rental	570.91	5,500.00	-4,929.09	10.4%
805 · Publication of legal notices	0.00	1,000.00	-1,000.00	0.0%
806 · Publication of minutes	561.00	1,000.00	-439.00	56.1%
810 · Building rental	0.00	33,000.00	-33,000.00	0.0%
813 · Equipment rental	0.00	3,500.00	-3,500.00	0.0%
814 · Service charges and fees <i>Misc</i>	0.00	1,000.00	-1,000.00	0.0%
815 · Room & Board	839.40	2,000.00	-1,160.60	42.0%
816 · Telephone	11,256.18	45,000.00	-33,743.82	25.0%
817 · Travel and meals	934.15	10,000.00	-9,065.85	9.3%
819 · Utilities - water	314.30	1,000.00	-685.70	31.4%
823 · Bookmobile maintenance	0.00	12,000.00	-12,000.00	0.0%
824 · Fuel & Oil	1,268.14	15,000.00	-13,731.86	8.5%
825 · Maintenance of office eqt	204.41	12,000.00	-11,795.59	1.7%
827 · Maintenance of prop and eqt	12,951.18	20,000.00	-7,048.82	64.8%
828 · Maintenance - technology	23,868.00	25,000.00	-1,132.00	95.5%
831 · Eqt and vehicle repair	0.00	7,500.00	-7,500.00	0.0%
850 · Buildings	187,505.00	445,000.00	-257,495.00	42.1%
850kb · kb Lockport Building <i>06062</i>	725,617.04	800,987.00	-75,369.96	90.6%
850kp · Professional Services-Lockport	7,418.79	192,738.00	-185,319.21	3.8%
850tp · Professional Services-Thibod <i>07014</i>	59,412.20	190,592.00	-131,179.80	31.2%

*already in Parish budget
in Capital Projects.*

Lafourche Parish Public Library Profit & Loss Budget vs. Actual January through December 2009

	TOTAL			
	Jan - Dec 09	Budget	\$ Over Budget	% of Budget
851 · Vehicle	20,359.00	25,000.00	-4,641.00	81.4%
864 · Books	82,061.14	500,000.00	-417,938.86	16.4%
<u>866 · Equipment (Fixed Asset)</u>	598.00	200,000.00	-199,402.00	0.3%
867 · Equipment	2,354.51	48,000.00	-45,645.49	4.9%
868 · Furniture	71.14	25,000.00	-24,928.86	0.3%
869 · Furniture-(Fixed Asset)	0.00	725,000.00	-725,000.00	0.0%
872 · Periodicals	2,219.90	24,500.00	-22,280.10	9.1%
874 · Audio Recordings	6,872.10	20,000.00	-13,127.90	34.4%
877 · Software	0.00	8,000.00	-8,000.00	0.0%
881 · Video recordings	13,848.52	60,000.00	-46,151.48	23.1%
882 · Processing	5,389.25	15,000.00	-9,610.75	35.9%
Total Expense	1,830,070.49	5,927,817.00	-4,097,746.51	30.9%
Net Ordinary Income	1,307,123.07	-2,275,323.00	3,582,446.07	-57.4%
Net Income	1,307,123.07	-2,275,323.00	3,582,446.07	-57.4%

The following ordinance was introduced by Phillip Gouaux in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR A 2009 SUPPLEMENTAL APPROPRIATION (09-018) WITHIN THE 2009 OPERATIONS AND MAINTENANCE BUDGET PER THE REQUEST IN RESOLUTION 09-121 TO PROVIDE \$10,000 FOR THE REPAIRS TO THE SWIMMING POOL LOCATED AT THE LAROSE CIVIC CENTER AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID TRANSACTIONS AS PROVIDED FOR BY ARTICLE VI OF THE LAFOURCHE PARISH HOME RULE CHARTER.

WHEREAS, Resolution 09-121 requested the Administration to provide a supplemental appropriation in the amount of \$10,000 to assist in repairs at the Larose Civic Center Swimming Pool; and

WHEREAS, this Ordinance was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approve the adjustments stated above and authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter.

THEREFORE BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, and hereby authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter; and

BE IF FURTHER ORDAINED, that:

SECTION 1. A supplemental appropriation of the 2009 Operations and Maintenance Budget is hereby approved as follows:

FUND 110 RECREATION FUND

To budget the repairs of the Larose Civic Center Swimming Pool

1. an increase in CAPITAL OUTLAY in the amount of \$10,000

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. A certified copy of this Ordinance shall be forwarded to the Lafourche Parish Finance Department, Department of Grants and Economic Development, Health Activities and the Parish Administrator.

SECTION 6. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 7. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was introduced by Rodney Doucet in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR A 2009 SUPPLEMENTAL APPROPRIATION (09-019) WITHIN THE 2009 OPERATIONS AND MAINTENANCE BUDGET AND THE 2009 CAPITAL BUDGET TO AMEND THE BUDGET FOR ROAD SALES TAX DISTRICT 2 AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID TRANSACTIONS AS PROVIDED FOR BY ARTICLE VI OF THE LAFOURCHE PARISH HOME RULE CHARTER.

WHEREAS, it is necessary to amend the budgets relating to Road Sales Tax District 2 to include the sinking fund payment and construction funds available from the \$10,000,000 bond issued in 2008; and

WHEREAS, it is necessary to carry forward the grant to be received on behalf of the Veterans' Memorial District; and

WHEREAS, this Ordinance was sponsored for Administration by Mr. Daniel Lorraine, Councilman, District 9; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approve the adjustments stated above and authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter.

THEREFORE BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, and hereby authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter; and

BE IF FURTHER ORDAINED, that:

SECTION 1. A supplemental appropriation of the 2009 Operations and Maintenance Budget is hereby approved as follows:

FUND 161 ROAD SALES TAX DISTRICT 2 (NEW 1/2%)

To properly record the transfer out to the sinking fund payment as all information was not available at budget presentation in 2008

1. an increase in TRANSFERS OUT - 318 in the amount of \$828,600
2. a decrease in DEBT SERVICE in the amount of \$790,000

3. an increase in TRANSFERS IN – 318 in the amount of \$2,900

To carry forward the State Grant to be received for the Veterans' Memorial District

1. an increase in INTERGOVERNMENTAL REVENUE in the amount of \$10,000

FUND 318 ROAD SALES TAX DISTRICT 2 – 2008 SINKING FUND

To create fund to hold the sinking fund payments for the 2008 Bond Issuance

1. an increase in INVESTMENT EARNINGS in the amount of \$2,900
2. an increase in TRANSFER OUT – 161 in the amount of \$2,900
3. an increase in TRANSFER IN – 161 in the amount of \$828,600
4. an increase in DEBT SERVICE in the amount of \$828,600

SECTION 2. A supplemental appropriation of the 2009 Capital Budget is hereby approved as follows:

FUND 201 RSTD 2 CONSTRUCTION FUND

To budget the proceeds and interest from the 2008 bond issuance

1. an increase in CONSTRUCTION in the amount of \$9,721,136

SECTION 3. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 5. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 6. A certified copy of this Ordinance shall be forwarded to the Lafourche Parish Library, Lafourche Parish Government Finance Department and the Office of the Parish Administrator.

SECTION 7. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 8. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was submitted for introduction by Michael Delatte in regular session convened on July 14, 2009:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE ACCEPTING THE DONATION OF ONE CERTAIN 1998 BUILT QUALITY EQUIPMENT COMPANY AMPHIBIOUS EXCAVATOR LOWER UNIT (PONTOONS) BEING PART OF THE QUALITY EQUIPMENT/LINKBELT AMPHIBIOUS EXCAVATOR OWNED BY NORTH LAFOURCHE CONSERVATION, LEVEE, AND DRAINAGE DISTRICT AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER ALL RELEVANT DOCUMENTS.

BE IT ORDAINED, that the Lafourche Parish Council convened in regular session on _____, that:

SECTION 1.

WHEREAS, North Lafourche Conservation, Levee, and Drainage District (Donor) wishes to donate one (1) certain 1998 built Quality Equipment Company Amphibious Excavator Lower Unit (Pontoons) being part of the Quality Equipment/Linkbelt Amphibious Excavator (Approximate value of \$70,000.00); and

WHEREAS, the Parish (Donee) will remove and store the Linkbelt Upper Unit for North Lafourche Conservation, Levee, and Drainage District (Donor) until such time the Donor can declare and sell said upper unit as surplus; and

WHEREAS, the Parish desires to receive said equipment for Parish wide use; and

WHEREAS, this Ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

NOW THEREFORE BE IT ORDAINED, that the Lafourche Parish Council convened in regular session on _____, and hereby accepts the donation of the below listed equipment from North Lafourche Conservation, Levee, and Drainage District and authorizes the Parish President to sign, execute, and administer all relevant documents.

One (1) certain 1998 built Quality Equipment Company Amphibious Excavator Lower Unit (Pontoons) being part of the Quality Equipment/Linkbelt Amphibious Excavator owned by the DONOR. (Approximate value of \$70,000.00)

DONEE will remove and store the Linkbelt Upper Unit for the DONOR until such time the DONOR can declare and sell said upper unit as surplus.

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be forwarded to the North Lafourche Conservation, Levee, and Drainage District (P.O. Box 230, Raceland, LA 70394); the Lafourche Parish Government Department of Finance, Department of Public Works, and the Office of the Parish Administrator.

BE IT FURTHER ORDAINED, that;

SECTION 2. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 3. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____ . m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____ . m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ACT OF DONATION

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BEFORE ME, the undersigned authority, this day personally came and appeared:

DWAYNE BOURGEOIS, AS DIRECTOR OF THE NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT (Hereinafter "DONOR")

who declared that it does by these presents, irrevocably donate inter vivos, give, grant, transfer, set-over with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said donor has or may have against all preceding owners and vendors, and deliver unto **LAFOURCHE PARISH GOVERNMENT** (hereinafter "DONEE"), who does hereby accept this donation and acknowledges delivery and possession thereof, its entire interest in and to the following described property, to-wit:

One (1) certain 1998 built Quality Equipment Company Amphibious Excavator Lower Unit (Pontoons) being part of the Quality Equipment / Linkbelt Amphibious Excavator owned by the DONOR. (Approximate value of \$70,000.00)

DONEE will remove and store the Linkbelt Upper Unit for the DONOR until such time the DONOR can declare and sell said upper unit as surplus.

THUS DONE AND SIGNED at _____, Louisiana, this ___ day of _____, 2009, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appears and me, Notary, after reading of the whole.

WITNESSES:

DONOR:
NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT

Danette Neuschurch

BY: Dwayne Bourgeois
DWAYNE BOURGEOIS
DIRECTOR

DONEE:
LAFOURCHE PARISH GOVERNMENT

BY: _____
CHARLOTTE RANDOLPH
PARISH PRESIDENT

Print Name _____
NOTARY PUBLIC
ID# _____

The following ordinance was introduced by Phillip Gouaux in regular session convened on July 14, 2009.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE EXISTING CONTRACT (ORDINANCE NO. 2769) AND THE AMENDMENT (ORDINANCE NO. 3494) BETWEEN LAFOURCHE PARISH AND RIVER BIRCH INCORPORATED, AMENDING THE CONTRACT TERM LENGTH, THE TERM TO BEGIN ON AUGUST 1, 2009 AND TO TERMINATE ON MARCH 31, 2010; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN SAID AMENDMENT.

WHEREAS, this Ordinance was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. The Parish President is hereby authorized to enter into an amendment to the existing contract (Ordinance No. 2769) and the amendment (Ordinance No. 3494) between Lafourche Parish and River Birch Incorporated, amending the contract term length, the term to begin on August 1, 2009 and to terminate on March 31, 2010; and is hereby authorized to sign said amendment.

SECTION 2. If any section, clause, paragraph, provision, or portion of these Regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2009, at which meeting a quorum was present, and was finally adopted on _____, 2009.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

**SECOND AMENDMENT TO THE DISPOSAL AGREEMENT
FOR LANDFILL BETWEEN LAFOURCHE PARISH AND
RIVER BIRCH INCORPORATED**

This Second Amendment is made and entered into this ___ day of July, 2009, by and between Lafourche Parish (“Parish”) and River Birch Incorporated, a Louisiana Corporation (“Contractor”), the operator of the River Birch Landfill (“Landfill”).

WHEREAS, Contractor is the owner and operator of that property known as the River Birch Landfill located near Waggaman in Jefferson Parish, Louisiana;

WHEREAS, Contractor and Parish entered into an Agreement on June 9, 1999 for the disposal of the Parish’s waste at the Landfill (the “June 9, 1999 Agreement”);

WHEREAS, Contractor and Parish entered into a First Amendment to the June 9, 1999 Agreement in August 2004 which extended the term of the June 9, 1999 Agreement to July 31, 2009;

WHEREAS, Contractor and Parish now wish to further amend the June 9, 1999 Agreement, as amended, in order to extend its term to March 31, 2010;

NOW, THEREFORE in consideration of these premises, and for good and valuable consideration, Contractor and Parish hereby agree as follows:

- A.** Section 3.1 of the June 9, 1999 Agreement, as amended in August 2004, is amended to delete its existing language and to substitute in lieu thereof the following language:

3.1 **Term.** The Term of this Agreement, as amended in August 2004, shall not terminate until March 31, 2010.

- B.** Section 25.3 of the June 9, 1999 Agreement, as amended in August 2004, is amended to delete its existing language and to substitute in lieu thereof the following language:

Section 25.3 The First Amendment to the June 9, 1999 Agreement became effective on August 1, 2004 and this Second Amendment to the Amended Contract is effective on August 1, 2009 and shall be binding upon and inure to the benefit of Parish and Contractor, and Contractor’s successors and assigns.

- C.** Except as expressly modified herein, all terms and conditions of the June 9, 1999 Agreement entered into between Parish and Contractor, and the Amendment thereto made in August 2004, remain in full force and effect, including Section

10.2 relating to the annual adjustment of the Gate Fee to reflect changes in the Consumer Price Index.

D. The Parish represents and warrants:

- (1) It has been granted by statute the power and authority to enter into this Amended Agreement and to fulfill and carry out its obligations hereunder; and
- (2) The execution and delivery of this Amended Agreement on its part has been properly authorized by its governing body.

E. The Contractor represents and warrants:

- (1) It is a Corporation organized and existing under the laws of the State of Louisiana and has the power to enter into this Amended Agreement and to fulfill and carry out its obligations hereunder; and
- (2) The execution and delivery of this Amended Agreement on its part has been duly authorized by all corporate action.

IN WITNESS WHEREOF the parties hereto have executed this Amended Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Contract.

RIVER BIRCH INCORPORATED

By: _____
ALBERT J. WARD, JR., President

Attest:

LAFOURCHE PARISH

By: _____
CHARLOTTE A. RANDOLPH
PARISH PRESIDENT

Attest:

Council Secretary - Lafourche Parish

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR A 2009 SUPPLEMENTAL APPROPRIATION (09-020) WITHIN THE 2009 OPERATIONS AND MAINTENANCE BUDGET TO INCREASE HEAD START'S ANNUAL BUDGET FOR THE RECEIPT OF ADDITIONAL FUNDING PROVIDING COLA TO HEAD START EMPLOYEES AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID TRANSACTIONS AS PROVIDED FOR BY ARTICLE VI OF THE LAFOURCHE PARISH HOME RULE CHARTER.

WHEREAS, Lafourche Parish Head Start has received additional funding to provide for COLA for its employees in Financial Assistance Award number 2; and

WHEREAS, the additional \$74,559 will remain as permanent funds and needs to be included within the budget; and

WHEREAS, this ordinance was sponsored by the Administration by Mr. Phillip Gouaux, Councilman, District 7; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approve the adjustments stated above and authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter.



THEREFORE BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, and hereby authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter; and

BE IF FURTHER ORDAINED, that:

SECTION 1. A supplemental appropriation of the 2009 Operations and Maintenance Budget is hereby approved as follows:

FUND 130 HEAD START

To record the funding of COLA increases stated in Financial Assistance Award number 2

1. an increase in INTERGOVERNMENTAL REVENUE in the amount of \$74,559
2. an increase in OTHER REVENUE in the amount of \$18,640
3. an increase in SALARIES in the amount of \$65,317
4. an increase in EMPLOYEE BENEFITS in the amount of \$9,242
5. an increase in MISCELLANEOUS in the amount of \$18,640

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. A certified copy of this ordinance shall be forwarded to the Lafourche Parish Finance Department, Department of Community Services, Head Start and the Parish Administrator.

SECTION 6. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 7. This Ordinance shall become effective on the tenth day after final publication.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, 2009, at _____, __.m.

APPROVED: _____

VETOED: _____

Charlotte A. Randolph
Lafourche Parish President

Returned to the Council Clerk on

_____, 2009, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following amendment was introduced by _____ in regular session convened on _____.

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 4421 AS IT PERTAINS TO FIXING SALARIES OF UNCLASSIFIED EMPLOYEES.

WHEREAS, this ordinance was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and



WHEREAS, the Home Rule Charter states that the Parish President shall fix the salaries of unclassified employees subject to approval by ordinance; and

WHEREAS, amendments presented in this ordinance represents a 3.06% Head Start mandated COLA increase with permanent Head Start Grant funds for all staff except four teachers with a four year degree will receive a 10% COLA with permanent Head Start Grant funds and all Teacher I, Teacher II, Food Service Technicians and Bus Monitors will receive 4.5% COLA increase with permanent Head Start Grant funds. The exceptions above include the 3.06% COLA increase.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. The Maintenance and Operations Budget for the Lafourche Parish Council is hereby amended as follows:

As required by the Lafourche Parish Home Rule Charter, unclassified Legislative Branch employees, salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

As required by the Lafourche Parish Home Rule Charter, only the position listed below for unclassified Executive Branch employees, salaries are set as follows:

POSITIONS SHALL REMAIN THE SAME

Head Start employees are also unclassified employees of the Executive Branch, their salaries are set as follows:

JOB TITLE	OLD HOURLY	NEW HOURLY	BIWEEKLY HOURS	PERIODS	PAY ANNUAL SALARY	OLD ANNUAL SALARY	NEW ANNUAL SALARY
DIRECTOR OF HEAD START	22.76	23.46	80.00	26.10	47,522.88		48,977.08
ADMIN. ASST/FAC.MGR/PLYCLMGR	18.02	18.57	70.00	26.10	32,922.54		33,929.97
EDUCATION MANAGER	19.66	20.26	80.00	26.10	41,050.08		42,306.21
HEALTH MANAGER	21.69	22.35	70.00	26.10	39,627.63		40,840.24
INKIND MANAGER	18.67	19.24	70.00	26.10	34,110.09		35,153.86
NUTRITION MANAGER	18.91	19.49	70.00	26.10	34,548.57		35,605.76
TRANSPORTATION/ENROLL MGR.	18.02	18.57	70.00	26.10	32,922.54		33,929.97
CENTER DIRECTOR	14.99	15.45	80.00	26.10	31,299.12		32,256.87
CENTER DIRECTOR	14.22	14.66	80.00	26.10	29,691.36		30,599.92

CENTER DIRECTOR	12.56	12.94	80.00	26.10	26,225.28	27,027.77
FAMILY INVOLVEMENT SPEC. COORD	15.79	16.27	80.00	26.10	32,969.52	33,978.39
FAMILY INVOLVEMENT SPECIALIST	13.02	13.42	80.00	26.10	27,185.76	28,017.64
FAMILY INVOLVEMENT SPECIALIST	12.70	13.09	80.00	26.10	26,517.60	27,329.04
FAMILY INVOLVEMENT SPECIALIST	12.71	13.10	80.00	26.10	26,538.48	27,350.56
FAMILY INVOLVEMENT SPECIALIST	14.06	14.49	80.00	26.10	29,357.28	30,255.61
TEACHER 1	10.46	10.93	80.00	26.10	21,840.48	22,823.30
TEACHER 1	12.15	13.37	80.00	26.10	25,369.20	27,906.12
TEACHER 1	10.75	11.23	80.00	26.10	22,446.00	23,456.07
TEACHER 1	11.11	11.61	80.00	26.10	23,197.68	24,241.58
TEACHER 1	11.10	11.60	80.00	26.10	23,176.80	24,219.76
TEACHER 1	11.40	11.91	80.00	26.10	23,803.20	24,874.34
TEACHER 1	10.85	11.34	80.00	26.10	22,654.80	23,674.27
TEACHER 1	13.24	14.56	80.00	26.10	27,645.12	30,409.63
TEACHER 1	12.20	13.42	80.00	26.10	25,473.60	28,020.96
TEACHER 1	10.36	10.83	80.00	26.10	21,631.68	22,605.11
TEACHER 1	12.03	12.57	80.00	26.10	25,118.64	26,248.98
TEACHER 1	12.48	13.73	80.00	26.10	26,058.24	28,664.06
TEACHER 1	10.97	11.46	80.00	26.10	22,905.36	23,936.10
TEACHER 1	10.84	11.33	80.00	26.10	22,633.92	23,652.45
TEACHER 1	9.60	10.03	80.00	26.10	20,044.80	20,946.82
TEACHER 1	10.00	10.45	80.00	26.10	20,880.00	21,819.60
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	8.24	8.61	80.00	26.10	17,205.12	17,979.35
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	8.32	8.69	80.00	26.10	17,372.16	18,153.91
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.11	7.43	80.00	26.10	14,845.68	15,513.74
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
TEACHER 2	7.50	7.84	80.00	26.10	15,660.00	16,364.70
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HS SUBSTITUTE TEACHER	7.11	7.33	30.00	22.00	4,692.60	4,836.19
HEAD START BUS DRIVER	16.54	17.02	65.00	22.00	23,609.30	24,331.74
HEAD START BUS DRIVER	13.49	13.90	65.00	22.00	19,290.70	19,881.00
HEAD START BUS DRIVER	12.75	13.14	65.00	22.00	18,232.50	18,790.41
HEAD START BUS DRIVER	12.00	12.37	65.00	22.00	17,160.00	17,685.10
BUS MONITOR	7.59	7.93	65.00	22.00	10,853.70	11,342.12

BUS MONITOR	7.50	7.84	65.00	22.00	10,725.00	11,207.63
BUS MONITOR	7.50	7.84	65.00	22.00	10,725.00	11,207.63
BUS MONITOR	7.11	7.43	65.00	22.00	10,167.30	10,624.83
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
FOOD SERVICE TECHNICIAN	8.00	8.36	62.00	22.00	10,912.00	11,403.04
CHILD OUTCOME SP/DISAB.COORD.	15.00	15.46	80.00	26.10	31,320.00	32,278.39
HEALTH SPECIALIST	16.61	17.12	70.00	26.10	30,346.47	31,275.07
LICENSING SPECIALIST	20.57	21.20	70.00	26.10	37,581.39	38,731.38
MAINTENANCE WORKER	12.50	12.88	64.00	26.10	20,880.00	21,518.93
TRANSPORTATION ASST.	11.49	11.84	70.00	26.10	20,992.23	21,634.59
EARLY CHILDHOOD COORD.	21.10	21.75	65.00	22.00	30,173.00	31,096.29

TOTAL HEAD START SALARIES

~~-1,574,693.20~~ 1,640,010.40

Community Action employees are also unclassified employees of the Executive Branch their salaries are set as follows:

POSITIONS SHALL REMAIN THE SAME

One employee in the Registrar of Voters is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

One employee in the Coastal Zone Management Dept. is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

One employee in the Office of Emergency Preparedness Dept. is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinance or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:
NAYS:
ABSENT:
NOT VOTING:

SECTION 6. This Ordinance shall become effective retroactive to January 1, 2009.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, 2009, at _____, __.m.

APPROVED: _____

VETOED: _____

**Charlotte A. Randolph
Lafourche Parish President**

Returned to the Council Clerk on

_____, 2009, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in

Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following amendment was introduced by _____ in regular session convened on _____.

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 4421 AS IT PERTAINS TO FIXING SALARIES OF UNCLASSIFIED EMPLOYEES.

WHEREAS, this ordinance was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and



WHEREAS, the Home Rule Charter states that the Parish President shall fix the salaries of unclassified employees subject to approval by ordinance; and

WHEREAS, amendments presented in this ordinance represents a 1.84% mandated AARA COLA increase with temporary federal funds for a one year period for all staff except all Teacher I, Teacher II, Food Service Technicians and Bus Monitors will receive 3.10% COLA increase with permanent funds. The exceptions above include the 1.84% COLA increase.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. The Maintenance and Operations Budget for the Lafourche Parish Council is hereby amended as follows:

As required by the Lafourche Parish Home Rule Charter, unclassified Legislative Branch employees, salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

As required by the Lafourche Parish Home Rule Charter, only the position listed below for unclassified Executive Branch employees, salaries are set as follows:

POSITIONS SHALL REMAIN THE SAME

Head Start employees are also unclassified employees of the Executive Branch, their salaries are set as follows:

JOB TITLE	OLD HOURLY	NEW HOURLY	BIWEEKLY HOURS	PAY PERIODS	OLD ANNUAL SALARY	NEW ANNUAL SALARY
DIRECTOR OF HEAD START	23.46	<u>23.88</u>	80.00	26.10	48,977.08	49,851.50
ADMIN. ASST/FAC.MGR/PLYCLMGR	18.57	<u>18.90</u>	70.00	26.10	33,929.97	34,535.74
EDUCATION MANAGER	20.26	<u>20.62</u>	80.00	26.10	42,306.24	43,061.53
HEALTH MANAGER	22.35	<u>22.75</u>	70.00	26.10	40,840.24	41,569.38
INKIND MANAGER	19.24	<u>19.58</u>	70.00	26.10	35,153.86	35,781.48
NUTRITION MANAGER	19.49	<u>19.84</u>	70.00	26.10	35,605.76	36,241.45
TRANSPORTATION/ENROLL MGR.	18.57	<u>18.90</u>	70.00	26.10	33,929.97	34,535.74
CENTER DIRECTOR	15.45	<u>15.72</u>	80.00	26.10	32,256.87	32,832.78
CENTER DIRECTOR	14.66	<u>14.92</u>	80.00	26.10	30,599.92	31,146.24
CENTER DIRECTOR	12.94	<u>13.18</u>	80.00	26.10	27,027.77	27,510.32
FAMILY INVOLVEMENT SPEC.	16.27	<u>16.56</u>	80.00	26.10	33,978.39	34,585.03

COORD

FAMILY INVOLVEMENT SPECIALIST	13.42	<u>13.66</u>	80.00	26.10	28,017.64	28,517.86
FAMILY INVOLVEMENT SPECIALIST	13.09	<u>13.32</u>	80.00	26.10	27,329.04	27,816.96
FAMILY INVOLVEMENT SPECIALIST	13.10	<u>13.33</u>	80.00	26.10	27,350.56	27,838.87
FAMILY INVOLVEMENT SPECIALIST	14.49	<u>14.75</u>	80.00	26.10	30,255.64	30,795.79
TEACHER 1	10.93	<u>11.25</u>	80.00	26.10	22,823.30	23,500.36
TEACHER 1	13.37	<u>13.74</u>	80.00	26.10	27,906.12	28,692.57
TEACHER 1	11.23	<u>11.57</u>	80.00	26.10	23,456.07	24,151.90
TEACHER 1	11.61	<u>11.95</u>	80.00	26.10	24,241.58	24,960.70
TEACHER 1	11.60	<u>11.94</u>	80.00	26.10	24,219.76	24,938.24
TEACHER 1	11.91	<u>12.27</u>	80.00	26.10	24,874.34	25,612.24
TEACHER 1	11.34	<u>11.64</u>	80.00	26.10	23,674.27	24,376.56
TEACHER 1	14.56	<u>14.97</u>	80.00	26.10	30,409.63	31,266.63
TEACHER 1	13.42	<u>13.80</u>	80.00	26.10	28,020.96	28,810.64
TEACHER 1	10.83	<u>11.15</u>	80.00	26.10	22,605.11	23,275.69
TEACHER 1	12.57	<u>12.94</u>	80.00	26.10	26,248.98	27,027.66
TEACHER 1	13.73	<u>14.11</u>	80.00	26.10	28,664.06	29,471.87
TEACHER 1	11.46	<u>11.80</u>	80.00	26.10	23,936.10	24,646.17
TEACHER 1	11.33	<u>11.66</u>	80.00	26.10	23,652.45	24,354.10
TEACHER 1	10.03	<u>10.33</u>	80.00	26.10	20,946.82	21,568.20
TEACHER 1	10.45	<u>10.76</u>	80.00	26.10	21,819.60	22,466.88
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	8.61	<u>8.87</u>	80.00	26.10	17,979.35	18,512.71
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	8.69	<u>8.95</u>	80.00	26.10	18,153.91	18,692.44
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.43	<u>7.65</u>	80.00	26.10	15,513.74	15,973.95
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
TEACHER 2	7.84	<u>8.07</u>	80.00	26.10	16,364.70	16,850.16
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HS SUBSTITUTE TEACHER	7.33	<u>7.46</u>	30.00	22.00	4,836.19	4,922.54
HEAD START BUS DRIVER	17.02	<u>17.32</u>	65.00	22.00	24,331.74	24,766.16
HEAD START BUS DRIVER	13.90	<u>14.15</u>	65.00	22.00	19,881.00	20,235.94
HEAD START BUS DRIVER	13.14	<u>13.37</u>	65.00	22.00	18,790.41	19,125.89
HEAD START BUS DRIVER	12.37	<u>12.59</u>	65.00	22.00	17,685.10	18,000.84
BUS MONITOR	7.93	<u>8.17</u>	65.00	22.00	11,342.12	11,678.58
BUS MONITOR	7.84	<u>8.07</u>	65.00	22.00	11,207.63	11,540.10

BUS MONITOR	7.84	<u>8.07</u>	65.00	22.00	41,207.63	11,540.10
BUS MONITOR	7.43	<u>7.65</u>	65.00	22.00	40,624.83	10,940.01
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
FOOD SERVICE TECHNICIAN	8.36	<u>8.61</u>	62.00	22.00	41,403.04	11,741.31
CHILD OUTCOME SP/DISAB.COORD.	15.46	<u>15.74</u>	80.00	26.10	32,278.39	32,854.68
HEALTH SPECIALIST	17.12	<u>17.42</u>	70.00	26.10	31,275.07	31,833.45
LICENSING SPECIALIST	21.20	<u>21.58</u>	70.00	26.10	38,731.38	39,422.88
MAINTENANCE WORKER	12.88	<u>13.11</u>	64.00	26.10	21,518.93	21,903.12
TRANSPORTATION ASST.	11.84	<u>12.05</u>	70.00	26.10	21,634.59	22,020.85
EARLY CHILDHOOD COORD.	21.75	<u>22.13</u>	65.00	22.00	31,096.29	31,651.48

TOTAL HEAD START SALARIES

~~1,640,010.40~~ 1,678,943.61

Community Action employees are also unclassified employees of the Executive Branch their salaries are set as follows:

POSITIONS SHALL REMAIN THE SAME

One employee in the Registrar of Voters is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

One employee in the Coastal Zone Management Dept. is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

One employee in the Office of Emergency Preparedness Dept. is also an unclassified employee of the Executive Branch, the salary is set as follows:

POSITIONS SHALL REMAIN THE SAME

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinance or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:
NAYS:
ABSENT:
NOT VOTING:

SECTION 6. This Ordinance shall become effective on the date of the grant award which is still pending.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, 2009, at _____, __.m.

APPROVED: _____

VETOED: _____

**Charlotte A. Randolph
Lafourche Parish President**

Returned to the Council Clerk on

_____, 2009, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

On motion by _____, and seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION REQUESTING THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (LADOTD) TO CONSIDER EXEMPTING ALL RESIDENTS OF LAFOURCHE PARISH FROM HAVING TO PAY TOLLS ON THE TOMMY DOUCET BRIDGE.

WHEREAS, the tolls should be paid for by Mineral Management Services (MMS), the Federal Government, and the State of Louisiana; and

WHEREAS, all revenue that is generated at Port Fourchon and Leeville is paid back in taxes to the Federal and State Government; and

WHEREAS, Lafourche Parish Government will pay DOTD \$3,500,000.00 for engineering and design from Golden Meadow to Leeville to assist for the elevated highway, with this being done in three (3) installments in 2009, 2010, and 2011; and

WHEREAS, if the Federal Government will pay 100% of the twin span from Slidell, Louisiana to New Orleans, Louisiana, they should consider paying this for the people of Lafourche Parish since we supply the nation with twenty (20) percent of all oil and gas to the United States of America.

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby request the Louisiana Department of Transportation and Development (LADOTD) to consider exempting all residents of Lafourche Parish from having to pay tolls on the Tommy Doucet Bridge.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to Senator Mary Landrieu; Senator David Vitter, Congressman Charlie Melancon, Governor Bobby Jindal, Representatives Jerry "Truck" Gisclair, Jerome "Dee" Richard, Damon Baldone, Gordy Dove and Joe Harrison; and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Assembled Council in Regular Session on _____ at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

On motion by _____, and seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION REQUESTING THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (LADOTD) TO CLEAN THE CATCH BASINS SOUTH OF EAST 174TH STREET, 175TH STREET AND 176TH STREET OFF OF HIGHWAY 308, GOLDEN MEADOW, LOUISIANA.

WHEREAS, the Lafourche Parish Council has made and continues to make requests to the Louisiana Department of Transportation and Development which concerns the general health, safety and welfare of the citizens of the Parish; and

WHEREAS, it is the duty upon oath that the Governing Authority and State Officials address concerns dealing with the general health, safety and welfare of the citizens and said resolution satisfies this criteria; and

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby request the Louisiana Department of Transportation and Development (LADOTD) to clean the catch basins south of East 174th Street, 175th Street and 176th Street off of Highway 308, Golden Meadow, Louisiana.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Louisiana Department of Transportation and Development, Attn: Mr. Michael Stack, District Administrator, P. O. Box 9180, Bridge City, Louisiana 70096-9180; and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Assembled Council in Regular Session on _____ at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

On motion by _____, and seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

**RESOLUTION SUPPORTING THE LOUISIANA WILDLIFE FEDERATION
CAMINADA HEADLANDS STATE SEASHORE.**

WHEREAS, it is the duty upon oath that the Governing Authority and State Officials address concerns dealing with the general health, safety and welfare of the citizens and said resolution satisfies this criteria; and

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby support the Louisiana Wildlife Federation Caminada Headlands State Seashore.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Louisiana Wildlife Federation and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL



CAMINADA HEADLANDS STATE SEASHORE

Concept:

Managed public use recreation area and wildlife preserve between Caminada Pass on the east and Belle Pass on the west, along approximately 14 miles of beach fronting the Gulf of Mexico, and including as much landward property or pertinent property rights as can be acquired via lease or fee between the Gulf of Mexico and Louisiana Highway 1 that is consistent with the recreational and conservation purposes of the "Caminada Headlands State Seashore."

Managed public uses would include fishing/crabbing/hiking/birding along the entire length of the shoreline and designated areas landward of the shore, all consistent with coastal restoration/protection and wildlife/fish conservation. Primitive camping including truck, car and camper camping would be allowed in designated areas. Restrictions on the use of off-road vehicles (ATVs/4-wheelers, etc.) should be considered and beach access by vehicles should be adequately controlled to avoid habitat damage and beach erosion and perhaps should be limited to designated routes and parking areas.

Amenities could be limited to trash receptacles and possibly a visitor's complex near where Hwy 3090 enters the Gulf and near Hwy 1 at Elmer's Island. As feasible, additional amenities might include a sewage pump-out station at each complex, a bath house with toilets and showers, a parking area/s and strategically located put-ins for paddle-craft and small motorized (perhaps limited to 25 HP) boats. Consideration could be given to locating a group camp at the Elmer's Island end located near where Jay Elmer's camp is but no closer to the beach than that. The group camp could serve as staff (if any) headquarters and be intended to accommodate groups for educational programming.

Day and overnight use fees could be charged which was the practice of the previous operator of Elmer's Island (though, historically, access and use at Hwy 3090 has been at no charge). A survey has indicated that the public expects to pay a fee to access Elmer's Island. (See LSU AgCenter Survey/Report [Elmer's Island Coastal Preference Survey, Dec. 2003], and Spring 04 LA Wetland News, also LWF summary of the Elmer's Island acquisition campaign and vision for use and management.)

Caminada Headlands State Seashore, Page 2

Location:

South LaFourche and Jefferson Parishes between and south of Houma and New Orleans. The only access road to and from the "mainland" is Louisiana Hwy 1.

Access to the beach would be from/on Hwy 3090 on the west and the road to the beach from Hwy 1 at Elmer's Island on the east.

Justification:

- Historic public use of the area to which access has been limited or closed in recent times;**
- Historically, very popular destination for families and folks seeking a great beach experience, especially outstanding surf angling and crabbing with excellent birding opportunities;**
- Significant contribution to the Grand Isle and Leeville economies (food, drink bait, fuel, overnight accommodation, etc. - see AgCenter report and article previously referenced.)**
- Restoration of lost element of regional cultural heritage;**
- Opportunity to develop in conjunction with \$71 million state Caminada Headlands Restoration Project.**

Current Status:

The entire acreage known as Elmer's Island, including state-claimed property is approximately 1700 acres and contains sand pits where sand was quarried in the past, large lagoon and tidal channels, low dunes, mud and sand flats, and salt marsh. The state has claimed the beach and accreted sand on the east side of Elmer's Island along Caminada Pass and the Gulf of Mexico – about 400 acres, and is managing it as a wildlife refuge. Daily access is via the water and via the road from Hwy 1 on Saturdays and Sundays. Some funding (\$6.5 million?) has been identified for use to develop "recreation" associated with the \$71 million Caminada Headlands Restoration Project.

On the west side at Hwy 3090, Lafourche Parish has established the South Lafourche Beach Development District (Al Danos) that is managing the reestablishment of public access to and use of a portion of the beach at Hwy 3090. Plans include the reconstruction of the toilet/shower facility at the public boat launch on the east side of Hwy 3090 just before the bridge. Hwy 3090 continues over a bridge to the backside of the Fourchon Beach where there is a parking area.

Caminada Headlands State Seashore, Page 3

Challenges/Possibilities:

Although title to some of the land on Elmer's Island is clouded and there may be multiple claimants of portions of the property, that should not be a problem along the beach front, westward. The City of New Orleans/Wisner Donation owns the land from Bayou Thunder, almost to Hwy 3090 and west of Hwy 3090 to Belle Pass. Chevron leases surface access rights from the Wisner Foundation from Hwy 3090 to the west behind the beach. The Caillouet Land Corporation owns a small portion along the beach at Hwy 3090. There may be no other adjacent (to the beach) owners than these from the Elmer's Island Road to Bell Pass whose cooperation would be needed to establish the "State Seashore." The Wisner Foundation cannot sell any property interests due to restrictions on the property title, but it can lease surface rights. The other owners may either sell or lease the surface rights to establish the "Seashore."

Although some may dispute it, Wisner claims ownership of the beach up to the water. Regardless, acquisition of access rights via lease, fee purchase or donation would be necessary to establish public use of the "Seashore." Other considerations are the LOOP/Chevron pipelines and the security considerations associated with proximity to the LOOP and port facilities which may require control of vehicle use on the beach outside of designated access points.

For a variety of reasons, the adjacent private owners have discouraged public access to and vehicle traffic on the beach. That is in part due to the variety of behavior some beach users have demonstrated over the years, and the damages it has caused to wildlife, esthetics and, most importantly, to the land itself which has encouraged erosion and loss. However, the landowners might go for the concept of managed public use that is anticipated with the "State Seashore" concept, provided they can be convinced that the use will be adequately policed to prevent misbehavior. Managed use is superior to prohibited use that occurs anyhow without adequate policing. Port Fourchon Director Ted Falgout has said that the Port does not wish to encourage public use west of Hwy 3090, so perhaps any use in that direction could be coordinated with the Port to make sure it is comfortable with whatever use is intended for that part of the seashore.

Stakeholders/Potential Partnerships:

It is important to inform the potentially-affected landowners of the "State Seashore" concept from the beginning and win their support. They include those previously mentioned – Wisner Foundation/City of New Orleans; Caillouet Land Corporation; Port Fourchon; Chevron and any other leaseholder/landowner who would be affected and whose cooperation is essential to establish the "State

Caminada Headlands State Seashore, Page 4

Seashore” as envisioned. In addition, the following entities must be involved or at least kept informed as this concept moves forward. This list is open and no entity with a stake or interest in this should be left out:

Government - Coastal Protection and Restoration Authority including the Governor’s Executive Assistant for Coastal Activities; the Governor’s Advisory Commission on Coastal Protection and Restoration; Louisiana Department of Wildlife & Fisheries; Lafourche Parish Government; South Lafourche Beach Management District; Town of Grand Isle; Greater Lafourche Port Commission/Port Fourchon; Lafourche Parish Sheriff; Grand Isle Port Commission; Jefferson Parish Government; Legislative Delegation including State Rep. Gisclair and Senators Alario and ?; Congressman Charlie Melancon and Senators Landrieu and Vitter; Louisiana Offshore Oil Port; Others

NGOs – local chamber of commerce and tourist commission; Friends of Grand Isle; Barataria-Terrebonne National Estuary Program; CCA of Louisiana; Bayou Kayak Club; Louisiana Ornithological Society; Redstick & New Orleans Flyfishers; Louisiana Wildlife Federation; Others.

Management of the “State Seashore” will likely have to be cooperative and coordinated. Right now, the LDWF is the lead agency for Elmer’s Island, but management and enforcement of the rules should be a team effort involving the local community, for example, sanitation and facility maintenance can be done cooperatively by the Town of Grand Isle, and Lafourche Parish Government. Policing can be done by the Lafourche Parish Sheriff and the Department of Wildlife & Fisheries with assistance from the Ports, and Town of Grand Isle. If a fee is to be charged, the town of Grand Isle, Port Commissions, Lafourche Parish Government could handle that. It may require legislation to designate “Caminada Headlands State Seashore” and to authorize the collection of fees, establish responsibilities for the various aspects of management, etc.

A “State Seashore” advisory board or “friends” group could be established to guide management and assist with volunteer activities like staffing a docent program, litter pick-ups, etc.

Various businesses with proximity to the “Seashore” could be tapped to contribute in some way. Plains Pipeline has a relay station on Elmer’s Island. LOOP and Chevron have already been mentioned. There are likely other potential financial supporters for this endeavor as it will be/is a popular concept.

Hon. Mitch Landrieu, Page 2

established to provide for and regulate public use of the Fourchon Beach where the road meets the beach and westward to Belle Pass, with the cooperation of the adjacent landowners, the Wisner Donation and the Caillouet Land Company.

Elmer's Island would be the eastern anchor for the "Caminada Headlands State Seashore" and the Fourchon Beach at Hwy 3090 would be the western anchor.

We have retained a professional landscape planning group to develop a presentation of the concept that we hope to be able to schedule for the agenda of the 25 August meeting of the Coastal Protection & Restoration Authority. I'd welcome the opportunity to speak with you about this further and hope that you and the Louisiana Department of Culture, Recreation & Tourism can join us in advocating this concept for our state.

Thanks for your attention. I look forward to your response.

Sincerely yours,

**Randy P. Lanctot
Executive Director**

Caminada Headlands State Seashore, Page 5

Enhancement Opportunities:

An opportunity that may still be viable is the inclusion of the property along Hwy 1 just west of Bayou Thunder that has been owned by the Plaisance Family (Lafourche Realty). It is approximately 2700 acres and includes narrow cheniers that are ecologically significant and ponds and tidal channels that provide excellent opportunities for bank fishing and use of small boats and paddlecraft. A few years ago a now-deceased member of the family said that they would consider selling the property to the state to be part of the Elmer's Island project. The property may have since been sold to someone else. Still, it should be considered as a possibility. It would offer a great opportunity for restoration of woody vegetation on the ridges battered by the recent storms and would make a great project for volunteers and partnership with BTNEP. Likewise, there would be other opportunities in conjunction with the Caminada Headlands Restoration Project for use of volunteers to rehab dunes and ridges along the "Seashore."

One concept for addressing the desire to have land-based access to the "Seashore" for fishing and tent camping would be to have a beach tram with low-impact flotation tires that could make regular runs from one end of the "seashore" to the other (or, if access along the entire length of the beach is not feasible or desirable, access to a more limited length of beach embarking from each end or access point of the "Seashore"), carrying passengers and dropping off and picking up campers/fishers and gear along the way. Use of the tram could be considered in a charge for access to the "Seashore" or a separate fee could be collected.

The establishment of the Caminada Headlands State Seashore would present the opportunity for cultural interpretation of a region that is not only unique in the state but unique in the United States and for that matter the world. It should not be passed by. The "Seashore" grades from the relatively natural Elmer's Island to industrial Port Fourchon with its skyscraping cranes, their huge arms seemingly reaching right out of the marsh to make the most improbable, but real, skyline. Seaward, oil and gas production platforms arise from the Gulf floor, coexisting with shrimp trawlers and seabirds and the abundance below. And anywhere along the beach, families can find remarkable angling and crabbing and birding; all in relative isolation.

Louisiana deserves a "State Seashore," and the Louisiana Wildlife Federation thinks this is it! Help make it happen.

Contact: LWF@lawildlifefed.org

On motion by _____, seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION REQUESTING A RULING FROM THE LAFOURCHE PARISH DISTRICT ATTORNEY REGARDING THE EXEMPTION OF TOLLS ON THE NEW TOMMY DOUCET BRIDGE.

WHEREAS, it is the duty upon oath that the Governing Authority and State Officials address concerns dealing with the general health, safety and welfare of the citizens and said resolution satisfies this criteria; therefore

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby request a ruling from the Lafourche Parish District Attorney regarding the exemption of tolls on the new Tommy Doucet Bridge.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the Lafourche Parish District Attorney; the Legislative Delegation; the LA1 Coalition; and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Assembled Council in Regular Session on _____, which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

On motion by _____, seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. 08-041 APPROVING THE PURCHASE OF A 2008 FORD F150 EXTENDED CAB TRUCK FOR THE COASTAL, ENVIRONMENTAL, AND ENERGY DEPARTMENT AT A COST OF SIXTEEN THOUSAND SIX HUNDRED THIRTY-THREE AND 00/00 DOLLARS (\$16,633.00) AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER ANY AND ALL RELATED DOCUMENTS.

WHEREAS, The Coastal, Environmental, and Energy (Solid Waste) Department wishes to purchase a 2008 Ford F150 Extended Cab Truck at a cost of Sixteen Thousand Six Hundred Thirty-three and 00/00 dollars (\$16,633.00);

WHEREAS, bids to purchase this vehicle were received in accordance with all state and federal regulations; and,

WHEREAS, Lafourche Motors LLC has offered the low bid; and,

WHEREAS, purchases of this nature require prior approval of the Governing Authority; and,

WHEREAS, this resolution was sponsored for administration by Mr. Phillip Gouaux Councilman, District 7; and,

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council authorize the Parish President to sign, execute and administer any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on _____, and does hereby approve the purchase of a 2008 Ford F150 Extended Cab Truck for the Coastal, Environmental, and Energy Department at a cost of ~~Seventeen Thousand Nine Hundred Forty Seven and 50/00 dollars~~ **Sixteen Thousand Six Hundred Thirty-three and 00/00 dollars** (\$16,633.00) and authorizes the Parish President to sign, execute and administer any and all associated documents.

BE IT FURTHER RESOLVED that the Department of Solid Waste will furnish all purchase documentation to the Lafourche Parish Government Finance Office, Risk Management (Michael Hanley), and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION APPROVING A TRANSFER OF APPROPRIATION (TA 09-009) AND AUTHORIZING THE PARISH PRESIDENT TO TRANSFER \$60,000 FROM THE POINTE AUX CHENES PUMP PROJECT TO PROVIDE FUNDING TO THE TERREBONNE LEVEE AND CONSERVATION DISTRICT FOR THE LAFOURCHE PORTION OF THE FORCED DRAINAGE SYSTEM POINTE AUX CHENES 4-1 LEVEE IMPROVEMENTS AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID TRANSFER OF APPROPRIATION AND ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, The 2009 Capital budget included \$375,000 for the Pointe Aux Chenes Pump Project; and

WHEREAS, the Terrebonne Levee and Conservation District has established the Forced Drainage System Pointe Aux Chenes 4-1 Levee Improvements; and

WHEREAS, a cooperative endeavor agreement will be entered into to include the Lafourche Parish portion of this project at the rate of \$60,000; and

WHEREAS, this ordinance was sponsored by the Administration by Mr. Phillip Gouaux, Councilman, District 7; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the council approve the adjustments stated above and authorizes the Parish President to sign, execute and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter.

THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on _____, and does hereby authorize the Parish President to transfer Sixty thousand dollars (\$60,000) from the Pointe Aux Chenes Pump Project within the 2009 Operations and the 2009 Capital Outlay Budget to provide funding to the Terrebonne Levee and Conservation District for the Lafourche Portion of the Forced Drainage System Pointe Aux Chenes 4-1 Levee Improvements and authorizing the Parish President to sign, execute, and administer said transfer of appropriation and any and all relevant documents.



BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the Lafourche Parish Government Finance Department, Department of Public Works, and the Office of the Parish Administrator.

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

YEAS:
NAYS:
ABSENT:

And the resolution was declared adopted this _____ day of _____,
2009.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN LAFOURCHE PARISH GOVERNMENT AND THE TERREBONNE LEVEE AND CONSERVATION DISTRICT FOR THE FORCED DRAINAGE SYSTEM POINTE AUX CHENES 4-1 LEVEE IMPROVEMENTS AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, the Pointe Aux Chenes 4-1 drainage levee system is critical to providing flood protection to the residents of Lafourche and Terrebonne Parishes; and

WHEREAS, Hurricanes Rita in 2005 and Ike in 2008 caused overtopping of this levee which inundated these communities of Pointe Aux Chenes, flooding hundreds of homes; and

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) shall provide \$675,000, Terrebonne Levee and Conservation District (TLCD) shall provide \$100,000, Lafourche Parish Government (LPG) shall provide \$60,000 and the State of Louisiana shall provide \$175,000 to fund the repair, rehabilitation and elevation of the Pointe Aux Chenes 4-1 levee improvements, as shown on Exhibit "A" attached; and

WHEREAS, this project consists of levee repair and improvements from Point Farm southward to the existing sheet pile wall as shown on Exhibit "A" attached; and

WHEREAS, this resolution was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves entering into an Intergovernmental Agreement with the Terrebonne Levee and Conservation District for the Forced Drainage System Pointe Aux Chenes 4-1 Levee Improvements and authorizes the Parish President to sign, execute, and administer said agreement and any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on _____, and does hereby approve an Intergovernmental Agreement with the Terrebonne Levee and Conservation District for the Forced Drainage System Pointe Aux Chenes 4-1 Improvements and authorizes the Parish President to sign, execute, and administer said agreement and any and all relevant documents.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Terrebonne Levee and Conservation District; Lafourche Parish Government Department of Public Works, Department of Finance, and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
LAFOURCHE PARISH GOVERNMENT,
AND THE TERREBONNE
LEVEE AND CONSERVATION DISTRICT
FOR THE POINTE AUX CHENES 4-1 LEVEE IMPROVEMENTS**

This Intergovernmental Agreement is made and entered into between the following:

LAFOURCHE PARISH GOVERNMENT, a political subdivision of the State of Louisiana (“LPG”), represented herein by its duly authorized President, Charlotte Randolph; and

TERREBONNE LEVEE AND CONSERVATION DISTRICT, a political subdivision of the State of Louisiana (“TLCD”), represented herein by its duly authorized president, Anthony Alford; and

who declare as follows:

WHEREAS, Louisiana Revised Statute 33:1324 provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the acquisition or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and

WHEREAS, LA R.S. 38:329 authorizes the TLCD to enter into agreements of this nature; and

WHEREAS, LA R.S. 33:1236(3) authorizes the LPG and the TLCD to enter into agreements of this nature; and

WHEREAS, the TLCD, and the LPG, recognize the public purpose of providing flood protection to the residents of Terrebonne Parish; and

WHEREAS, the Pointe aux Chenes 4-1 drainage levee system is critical to providing flood protection to the residents of Lafourche and Terrebonne Parishes; and

WHEREAS, Hurricanes Rita in 2005 and Ike in 2008 caused overtopping of this levee which inundated these communities of Pointe-aux-Chenes, flooding hundreds of homes;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, the parties hereto agree as follows:

PURPOSE

This intergovernmental agreement shall evidence the terms and conditions agreed to with respect to the extent of TLCD performing Pointe aux Chenes 4-1 levee improvements as shown on Exhibit "A" attached. This project is in furtherance of the intent of TPCG, TLCD, and LPG and the State of Louisiana, to repair and elevate the described levee system to an elevation of nine +9 feet.

TERMS

1.

TPCG shall provide \$675,000, TLCD shall provide \$100,000, LPG shall provide \$60,000 and the State of Louisiana shall provide \$175,000 to fund the repair, rehabilitation and elevation of the Pointe aux Chenes 4-1 levee improvements, as shown on Exhibit "A" attached.

2.

TLCD shall attempt to secure, with these funds, environmental permits including mitigation, and secure required engineering and contracting, if required, to carryout all aspects of the project attempting to repair, rehabilitate the levees to an elevation of nine (9) feet, with a minimum side slope of 2:1.

Notwithstanding anything in this agreement to the contrary, TLCD is only obligated to provide the amount of levee repair and improvements from Point Farm southward to the existing sheet pile wall, as shown on Exhibit "A" attached, as allowed by the funds (\$1,010,000)

provided by TPCG herein. Once the funds (\$1,010,000) provided herein are exhausted, TLCD will have no further obligations related to this agreement or to the project.

3.

TPCG shall be solely responsible for the maintenance of the levee improvements made herein and for maintenance of the existing 4-1 levee system.

5.

INDEMNIFICATION

The TLCD agrees to protect, defend, indemnify, save and hold harmless the LPG, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the sole negligence of the TLCD, its officers, agents, servants, and employees, except those claims, demands and/or causes of action arising out of the negligence of the LPG, its officers, agents, servants and employees. The TLCD agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

The TPCG agrees to protect, defend, indemnify, save and hold harmless the TLCD, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the sole negligence of the LPG, its officers, agents, servants, and employees, except those claims, demands and/or causes of action arising out of the negligence of the TLCD, its officers, agents, servants and employees.

6.

INSURANCE

The TLCD and LPG shall maintain, for the duration of this agreement, all insurance policies currently in place as evidenced by the attached certificates of insurance of TLCD and LPG against claims for injuries to persons or damages to property which may arise from or in connection with the parties' obligations as set forth in this agreement. Neither party shall be required to obtain any additional insurance not already in place, unless otherwise mutually agreed to by the parties.

7.

COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

8.

CHOICE OF LAW

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.

9.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

10.

AMENDMENT

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties.

11.

NO WAIVER

The failure of LPG or TLCD to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

12.

CAPTIONS

The captions to the various clauses of this agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed legal hands on the _____ day of _____, 2009.

WITNESS:

LAFOURCHE PARISH GOVERNMENT

BY: _____
**CHARLOTTE A. RANDOLPH
PARISH PRESIDENT**

IN WITNESS WHEREOF, the parties hereto have affixed legal hands on the _____ day of _____, 2009.

WITNESS:

**TERREBONNE LEVEE AND
CONSERVATION DISTRICT**

BY: _____
**ANTHONY J. ALFORD
PRESIDENT**

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

A RESOLUTION ACCEPTING THE LOW BID _____ IN THE AMOUNT OF _____ (\$_____.00) FOR THE MAINTENANCE CONTRACT FOR ROAD SALES TAX DISTRICT A AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID CONTRACT AND ASSOCIATED DOCUMENTS.

WHEREAS, Lafourche Parish Government is interested in hiring a contractor to complete the removal and/or installation of culverts as well as the cleaning of culverts, drain pipes, ditches and canals, in addition to driveway replacement, road pavement patching and repair, tree clearing and shredding, and other related items on public property in Road Sales Tax District "A" through the execution of a Maintenance Contract; and,

WHEREAS, Lafourche Parish Government legally advertised the project in the official journal; and,

WHEREAS, the bids were received and read publicly on July 27, 2009; and,

WHEREAS, a low bid from _____ was received in the amount of _____; and,

WHEREAS, it is the recommendation of Administration that the Parish Council accept the bid of _____ and enter into a contract with same; and,



WHEREAS, this resolution was sponsored for Administration by Mr. Joseph Fertitta, Councilman, District 4.

THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on _____, and does hereby accept and approve the bid _____ by _____, and does hereby authorize the Parish President to sign, execute and administer said contract and all related documents.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to _____; Lafourche Parish Department of Public Works; Lafourche Parish Finance Department, and the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING THE LOW BID
_____ IN THE AMOUNT OF
_____ (\$_____.00) FOR THE
MAINTENANCE CONTRACT FOR ROAD SALES TAX
DISTRICT 2 AND AUTHORIZING THE PARISH PRESIDENT TO
SIGN, EXECUTE AND ADMINISTER SAID CONTRACT AND
ASSOCIATED DOCUMENTS.**

WHEREAS, Lafourche Parish Government is interested in hiring a contractor to complete the removal and/or installation of culverts as well as the cleaning of culverts, drain pipes, ditches and canals, in addition to driveway replacement, road pavement patching and repair, tree clearing and shredding, and other related items on public property in Road Sales Tax District 2 through the execution of a Maintenance Contract; and,

WHEREAS, Lafourche Parish Government legally advertised the project in the official journal; and,

WHEREAS, the bids were received and read publicly on July 27, 2009; and,

WHEREAS, a low bid from _____ was received in the amount of _____; and,

WHEREAS, it is the recommendation of Administration that the Parish Council accept the bid of _____ and enter into a contract with same; and,



WHEREAS, this resolution was sponsored for Administration by Mr. Daniel Lorraine, Councilman, District 9.

THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on _____, and does hereby accept and approve the bid _____ by _____, and does hereby authorize the Parish President to sign, execute and administer said contract and all related documents

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to _____; Lafourche Parish Department of Public Works; Lafourche Parish Finance Department, and the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CONTRACT WITH DR. MELVIN ELLIOTT, JR. OF THIBODAUX ANIMAL HOSPITAL TO PROVIDE VETERINARY SERVICES ON AN AS NEEDED BASIS FOR THE LAFOURCHE PARISH ANIMAL SHELTER AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID CONTRACT AND ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, Lafourche Parish Government has opened the Lafourche Parish Animal Shelter and in order to provide medical care to animals in the care of the shelter, the services of a veterinarian are required; and

WHEREAS, Lafourche Parish Government published a request for proposals for veterinarians to provide veterinary services on an as needed basis; and

WHEREAS, one (1) proposal was received from the Thibodaux Animal Hospital; and

WHEREAS, it is the recommendation of the Health Activities Manager and this Administration to retain Dr. Melvin Elliott, Jr., of Thibodaux Animal Hospital to provide veterinary services for the Lafourche Parish Animal Shelter on an as needed basis; and

WHEREAS, this resolution was sponsored for Administration by Mr. Rodney Doucet, Councilman, District 8; and

WHEREAS, it is recommended by the Administration of Lafourche Parish Government that the Council authorizes the Parish President to sign, execute, and administer said contract and any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on July 28, 2009, and does hereby retain Dr. Melvin Elliott, Jr. of Thibodaux Animal Hospital to provide veterinary services for the Lafourche Parish Animal Shelter on an as needed basis; and authorizes the Parish President to sign, execute, and administer said contract with Thibodaux Animal Hospital, Dr. Melvin Elliott, Jr. and any and all relevant documents.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Thibodaux Animal Hospital, Dr. Melvin Elliott, Jr. at 1005 St. Mary Street, Thibodaux, Louisiana 70301, Lafourche Parish Government Health Activities Manager, Department of Finance, and the Office of the Parish Administrator.

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

YEAS:
NAYS:
ABSENT:

And the resolution was declared adopted this _____ day of _____, 2009.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

STATE OF LOUISIANA

PARISH OF LAFOURCHE

CONTRACT FOR VETERINARY SERVICES

BE IT KNOWN, that on this ___ day of _____ in the year 2009 the Lafourche Parish Government (hereinafter referred to as Parish) and Thibodaux Animal Hospital (hereinafter referred to as Contractor) do hereby enter into this contract under the following terms and conditions.

One

Contractor agrees to furnish the following professional services on an as needed basis under the direction of the Parish:

1. to provide veterinary services on an as needed basis at the Lafourche Parish Animal Shelter including but not limited to:
 - Examination of sick or injured animals in the care of the Lafourche Parish Animal Shelter
 - Basic treatment of animals in the care of the Lafourche Parish Animal Shelter
 - Boarding of animals
 - Euthanizing animals
 - Spay or neutering of animals
 - Visits to the Lafourche Parish Animal Shelter

Two

In consideration for these services, the Parish shall pay Contractor for the above listed services in accordance with the following fee schedule:

Examination	\$40.00
Spay 1-10 lbs	\$125.00
Spay 11-20 lbs	\$135.00
Spay 21-35 lbs	\$145.00
Spay 36-50 lbs	\$165.00
Spay 51-75 lbs	\$185.00
Spay 76-100 lbs	\$215.00
Spay 101 lbs & above	\$250.00
Castration / cats	\$125.00
Castration 1-10 lbs	\$125.00
Castration 11-20 lbs	\$135.00
Castration 21-35 lbs	\$145.00
Castration 36-50 lbs	\$155.00
Castration 51-75 lbs	\$175.00
Castration 75-100 lbs	\$190.00
Castration 101 lbs & above	\$225.00
Boarding / per day	\$ 18.00
Rabies Observation / per day	\$ 18.00
Euthanasia under 10 lbs	\$ 9.00
Euthanasia 11-25 lbs	\$ 12.00
Euthanasia 26-50 lbs	\$ 13.00
Euthanasia 51-75 lbs	\$ 14.00
Euthanasia 76-100 lbs	\$ 15.00
Euthanasia 101 lbs & above	\$ 18.00
Visits to the shelter per hour	\$105.00

Payments shall be made from invoices to be submitted for each service.

Three

The Parish and Contractor acknowledge that Contractor is an independent contractor and that no employer-employee relationship is created by this contract. Contractor is responsible for paying taxes that may be due on the amounts paid by the Parish to his/her for services rendered under this contract. Contractor will complete a W-9 and other appropriate tax documents providing Parish with their federal tax ID number.

Four

CONTRACTOR shall indemnify and save harmless the State against any and all claims, demands, suits and judgments or sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any negligent act or omission, operation or work of CONTRACTOR while engaged upon or in connection with the services required or performed by CONTRACTOR.

CONTRACTOR shall acquire insurance coverage in accordance with Attachment A for all work done on behalf of Lafourche Parish Government.

Five

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Parish, provided however, that claims for money due or to become due to Contractor from the Parish may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

Six

Contractor 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 Act of 1974, Title IX of the Education Amendments of 1972, and the Americans with Disabilities Act of 1990.

Seven

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Eight

If, in the determination of the Parish, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract the Parish shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return receipt requested) to the Contractor of such termination and specifying the effective date. Termination for cause as here described shall be effective upon notification.

Both the Parish and the Contractor may terminate this contract without cause at any time by giving written notice to the other by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

Nine

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall be provided to the Parish upon request.

Ten

CONTRACTOR shall carry the amount of workmen's compensation insurance and public liability, property damage and automotive vehicle insurance generally required by the PARISH. CONTRACTOR shall comply with all requirements of federal, state, and local laws. A schedule of currently required insurance coverage is detailed on Exhibit A.

Eleven

The term of this contract will be for one year beginning on the date fully executed.

THUS DONE AND SIGNED in Thibodaux, Louisiana in the presence of competent witnesses.

WITNESSES:

Parish of Lafourche

Charlotte Randolph
Parish President

Thibodaux Animal Hospital

Melvin Elliott, Jr., D.V.M.

EXHIBIT "A"

LAFOURCHE PARISH GOVERNMENT INSURANCE REQUIREMENTS

1. GENERAL REQUIRMENTS

Each of the insurance policies maintained by Contractor for work/services performed under this agreement must be endorsed as follows, in addition to any other requirements:

- A. To provide to Lafourche Parish Government thirty (30) days written notice of cancellation, reduction of coverage or material change.
- B. For liabilities and indemnities assumed by Contractor under this agreement, Contractor's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name Lafourche Parish Government as additional insured.
- C. For liabilities and indemnities assumed by Lafourche Parish Government under this agreement, Contractors insurance policies shall provide that the Contractors' insurers waive their rights of subrogation against Lafourche Parish Government and their insurers.
- D. It is understood and agreed that (i) such insurance provided by Contractor shall be primary to and receive no contribution from any insurance maintained by or on behalf of Contractor, and (ii) Lafourche Parish Government shall not be responsible or liable for any deductibles, self insured retentions and/or premiums of Contractor's insurance.
- E. It is further understood and agreed that such insurance provided by Contractor shall not be reduced, voided, waived or in any other manner limited with respect to Government if Contractor violates any warranties, terms or conditions of Contractor's insurance policies.
- F. Lafourche Parish Government reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Any deductibles or self-insured retentions must be declared and approved by Lafourche Parish Government. Prior to entering into this agreement, and at the option of the Lafourche Parish Government either, the Parish shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Parish, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.
- H. Insurance is to be placed with insurers with an A. M. Best's Rating or no less than A:VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.
- I. Vendor shall furnish Government with certificates of insurance evidencing the coverage and conditions required by this agreement. Commencement of project/work without the required certificates of insurance, or without compliance with any other provision of this agreement, shall not constitute a waiver by Government of any rights to this agreement.

2. MINIMUM INSURANCE REQUIREMENTS

The required limits for coverage are as follows:

- I.
 - A. Workers’ Compensation, as required by statute, and Employee’s Liability Insurance, \$1,000,000 limits, covering Contractor’s employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. Lafourche Parish Government shall be provided with a waiver of subrogation as well as listed as Alternate Employer. Contractor expressly agrees to comply with all provision of the Workers’ Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers’ Compensation Act, and/or Maritime Operations coverage, Maritime Employer’s Liability Including wages, maintenance and transportation, and coverage for Master and Crews.
 - B. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.
 - C. Commercial General Liability insurance, \$1,000,000 limit, covering 3rd party bodily injury and property damage to include the following:
 - Premises and Operations coverage;
 - Contractual Liability covering liabilities assumed under this Agreement;
 - Products and Completed Operations Coverage;
 - Action Over/Indemnity Buyback/
 - Underground resources liability endorsement (when applicable);
 - Broad form property damage;
 - Pollution liability coverage.
 - D. Aircraft Liability insurance when aircraft (including fixed wing and helicopters) that are owned, rented or chartered are used in the operation under this agreement. The required limit of liability is \$10,000,000 combined single limit to include passenger liability. If owned aircraft are utilized, then a waiver of subrogation in favor of Government should also be provided for Hull Damage to the craft.
 - E. Marine Liability, Charters Legal Liability, and Towers Liability insurance when tugs, vessels or barges that are owned, rented, or chartered are used in the operations under this agreement. The required limit of liability is \$10,000,000 which can be provided under a separate, stand alone policy or under Contractor’s Commercial General Liability or Excess/Umbrella Liability Coverage.
 - F. Watercraft Hull Damage insurance if owned watercraft are utilized, including a waiver of subrogation in favor of Lafourche Parish Government.
 - G. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with Lafourche Parish Government.
 - H. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policies.

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION APPROVING A CONTRACT BETWEEN LAFOURCHE PARISH GOVERNEMENT AND CORRECT HEALTH FOR COMPREHENSIVE INMATE HEALTHCARE SERVICES AT THE DETENTION CENTER, AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, the Lafourche Parish Government is responsible for medical services at the Detention Center in Thibodaux; and

WHEREAS, Correct Health has submitted a proposal for comprehensive inmate healthcare services including medical and mental health services along with the healthcare personnel and support services at the Lafourche Parish Detention Center; and

WHEREAS, Correct Health will be the sole provider of inmate healthcare services for the Lafourche Parish Detention Center; and

WHEREAS, Correct Health will provide a single point contact to manage the inmate healthcare services for the Lafourche Parish Detention Center; and

WHEREAS, the Administration did solicit proposals to ensure a competitive price for this service and recommends Correct Health to be the sole provider for inmate healthcare for the Lafourche Parish Detention Center, at an annual cost of \$577,138.51 or \$48,094.88 monthly; and

WHEREAS, this resolution is sponsored for Administration by Mr. Rodney Doucet, Councilman, District 8; and

WHEREAS, it is recommended by the Administration of Lafourche Parish Government that the Council approves a contract between Lafourche Parish Government and Correct Health for comprehensive inmate healthcare services at the Detention Center at an annual cost of \$577,138.51 or \$48,094.88 monthly, and authorizes the Parish President to sign, execute, and administer said contract and any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on July 28, 2009, and does hereby approve a contract between Lafourche Parish Government and Correct Health for comprehensive inmate healthcare services at the Detention Center at an annual cost of \$577,138.51 or

\$48,094.88 monthly, and authorizes the Parish President to sign, execute, and administer said contract and any and all relevant documents; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to, Correct Health, 9020 Peridot Parkway, Stockbridge, GA 30281; the Lafourche Parish Government Department of Health Activities, Department of Finance, and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT") by and between LAFOURCHE PARISH, a political subdivision of the State of Louisiana and the Lafourche Parish Government (hereinafter collectively referred to as "PARISH") and CORRECTHEALTH LAFOURCHE, LLC (hereinafter referred to as "COMPANY"), is entered into as of the ____ day of _____ 2009.

WITNESSETH:

WHEREAS, PARISH is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the LAFOURCHE PARISH DETENTION CENTER (hereinafter called "FACILITY") and,

WHEREAS, PARISH desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the PARISH, desires to enter into this Agreement with COMPANY to promote this objective;

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the PARISH under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

- 1.1 General Engagement. PARISH hereby contracts with COMPANY to provide healthcare services to inmates of the FACILITY. This care is to be delivered to individuals under the custody and control of the Lafourche Parish Sheriff's Office at the FACILITY, and COMPANY enters into this Agreement according to the terms and provisions herein. COMPANY agrees to provide such services.
- 1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the Facility. COMPANY shall provide on-site health care services for all persons committed to the custody of the Facility, as defined in COMPANY's Proposal to PARISH. COMPANY will arrange, but NOT be financially responsible for the provision of: HIV / AIDS medications, dental services, specialty care, outpatient and inpatient care, hospitalizations, and emergency services transports (ambulance).

- 1.3 Injuries Incurred Prior to Incarceration; Pregnancy. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate's commitment into the custody of the Facility. Furthermore, COMPANY is not financially responsible for the cost of services outside the FACILITY for any medical treatment or health care services provided to medically stabilize any inmate presented at booking by an agency, with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY's intake medical personnel that the inmate has been medically stabilized, and accepted by PARISH FACILITY personnel into the custody of the Facility, COMPANY will, commencing at that point, then become financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the FACILITY. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the FACILITY personnel, so that the inmate can reasonably be housed inside the FACILITY.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the FACILITY prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

- 1.4 Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Lafourche Parish Sheriff's Office. This does not include inmates who are under guard in FACILITYs or prisons outside of PARISH. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work

detail who are supervised by the appropriate law enforcement agency and become injured will be the responsibility of COMPANY as long as they are returned to the facility to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of PARISH are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

- 1.5 Elective Medical Care. COMPANY is not responsible for providing elective medical care to inmates, unless expressly contracted for by the PARISH. For purposes of the Agreement, "elective medical care" means medical care, which, if not provided, would not cause definite harm to the inmate's well being.
- 1.6 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, the Lafourche Parish Sheriff's Office will, upon prior request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, COMPANY shall arrange for all emergency ambulance transportation of inmates in accordance with this Agreement.

ARTICLE II: PERSONNEL

- 2.1 Staffing. COMPANY shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the FACILITY, as follows:

Personnel	FTE	Hours per week
Provider (MD or MLP)	0.10	4
Health Services Administrator (RN or equivalent)	1.00	40
Nursing / Clinical Staff Days	1.40	56
Nursing / Clinical Staff Evenings	1.40	56
Nursing / Clinical Staff Nights	1.40	56
Medical Records / Medical Assistant	1.00	40
Mental Health Professional	0.10	4

- 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by COMPANY to render services hereunder shall be licensed, certified or registered, in their respective areas of expertise as required by applicable Louisiana law.
- 2.3 PARISH's Satisfaction with Health Care Personnel. If the Corrections Department Head and/or Warden of the FACILITY becomes dissatisfied with any health care personnel provided by COMPANY hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall following receipt of written notice from the PARISH of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Corrections Department Head, Warden, and PARISH of the FACILITY, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the Sheriff has expressed dissatisfaction with approval by the Parish. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY.
- 2.4 Use of PARISH Personnel and Inmates in the Provision of Health Care Services. PARISH personnel and/or inmates shall not be employed or otherwise engaged by facility personnel in the direct rendering of any health care services.
- 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, COMPANY will engage certain health care professionals as independent contractors rather than as employees. PARISH consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of COMPANY under this Agreement, COMPANY shall provide insurance as required by Parish as described in Section 8.1 of this Agreement.

- 2.6 Discrimination. During the performance of this Agreement, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:
- a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
 - b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

ARTICLE III: REPORTS AND RECORDS

- 3.1 Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each Inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and the PARISH policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times to PARISH, as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with Louisiana law and PARISH policy with regard to access by inmates and PARISH personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provided by PARISH policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the PARISH. However, PARISH shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.
- 3.2 Regular Reports by COMPANY to PARISH. COMPANY shall provide to PARISH, on a date and in a form mutually acceptable to COMPANY and PARISH, reports relating to services rendered under this Agreement.
- 3.3 Inmate Information. Subject to the applicable Louisiana law, in order to assist COMPANY in providing the best possible health care services to inmates, PARISH will provide COMPANY with information pertaining to inmates that COMPANY and PARISH mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder.

3.4 COMPANY Records Available to PARISH with Limitations on Disclosers. COMPANY shall make available to PARISH, at PARISH's request, records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. PARISH understands that written operating policies and procedures employed by COMPANY in the performance of its obligations hereunder are propriety in nature and will remain the property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by PARISH, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY.

3.5 PARISH Records Available to COMPANY with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, PARISH will provide COMPANY at COMPANY's request, PARISH's records relating to the provision of health care services to inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY's conduct. Consistent with applicable law, PARISH will make available to COMPANY such inmate medical records as are maintained by PARISH, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent PARISH has any control over those records) as COMPANY may reasonable request. Any such information provided by PARISH to COMPANY that PARISH considers confidential shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the PARISH.

ARTICLE IV: SECURITY

4.1 General. COMPANY and the PARISH and Lafourche Parish Sheriff's Office understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and FACILITY personnel, consistent with the correctional setting. The Lafourche Parish Sheriff's Office personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and adequately provide the health care services described in this Agreement. It is expressly understood by the three parties that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY's obligation to provide its services in a routine, timely, and proper fashion. This provision, however shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity,

to any claim against PARISH by an inmate, employee of company or any other person in anyway whatsoever.

- 4.2 Security During Transportation Off-Site. The PARISH, by and through the Lafourche Parish Sheriff's Office, will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the FACILITY and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1 General. PARISH agrees to provide COMPANY reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line in the medical area, copy machine in the medical area for use by medical staff, facsimile machine with dedicated line in the medical area, and secured Internet access for the sole and exclusive use by medical staff. Further, PARISH will provide and pay for utilities (gas, electric, water, phone lines, internet access, facsimile access, etc.). Further, PARISH will provide necessary maintenance and housekeeping of the office space and facilities. COMPANY will provide all supplies and non-capital equipment (less than \$500) used in the healthcare delivery system administered at the FACILITY. This includes medical supplies, medical records, office supplies, forms, and long distance telephone usage.
- 5.2 Delivery of Possession. PARISH will provide to COMPANY beginning on the date of commencement of this Agreement, possession and control of all PARISH medical and office equipment and supplies in place at the FACILITY's health care unit. At the termination of this or any subsequent Agreement, COMPANY will return to the PARISH FACILITY possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the FACILITY's health care unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the providee of said equipment of the FACILITY, for proper acceptance. At the commencement of service by COMPANY an inventory of all supplies, medical and office equipment as described herein will be completed in writing by PARISH personnel. This inventory will be reviewed and approved in writing by, Parish President Charlotte A. Randolph, the authorized agent of the PARISH as well as the COMPANY.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 Initial Term. This Agreement will be effective as of _____ on _____, 2009 and end as of _____ on _____, 2010 for an initial term of

approximately one (1) year. This Agreement is renewable annually under like terms, subject to negotiation of the service component and agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term.

6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- a. Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- b. Termination by Cancellation. This Agreement may be canceled, without cause, by either party upon sixty (60) days prior written notice in accordance with Section 9.3 this Agreement.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the FACILITY will be transferred from COMPANY to PARISH.

ARTICLE VII: COMPENSATION

7.1 Base Compensation. PARISH will pay COMPANY an annual base of \$577,138.51 during the initial term of this agreement. Payments will be \$48,094.88 per month during the initial term of this agreement. This compensation level assumes a maximum inmate population of 275 inmates. COMPANY will receive census count at 6:00 am shift change everyday to be submitted on a monthly basis to PARISH for evaluation.

COMPANY will invoice PARISH during the month prior to the month of service. PARISH agrees to pay COMPANY according to PARISH accounts payable schedule attached as Exhibit B. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

7.2 Per Diem. PARISH agrees to compensate COMPANY \$2.56 per inmate per day when the average daily census is greater than 275.

7.3 Inmates From Other Jurisdictions. Medical care rendered within the FACILITY to inmates from jurisdictions outside PARISH, and housed in the FACILITY pursuant to written contracts between PARISH and such other jurisdictions or the State of Louisiana, or by statute will be the responsibility of COMPANY but as limited by this Agreement. Medical

care that cannot be rendered within the FACILITY will be arranged by COMPANY and the costs of such care will be responsibility of the other jurisdiction, the State of Louisiana, or the PARISH. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the FACILITY on ex parte orders. COMPANY shall directly bill other parishes for onsite professional medical fees, supplies, tests and medications. COMPANY will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the FACILITY. A nominal standard fee schedule will be utilized and is available upon request. PARISH agrees to assist COMPANY with these billing activities.

- 7.4 Compensation Escalator. The Compensation paid to COMPANY for any succeeding twelve (12) month period (after the first term of the Agreement) shall be increased by the percentage increase of the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States. The resultant percentage increase shall be multiplied by the annual Base Compensation to determine the subsequent annual Base Compensation for the succeeding twelve (12) month period. The resultant percentage increase shall also be multiplied by the Per Diem rate set forth in this Agreement to determine the subsequent Per Diem rate for the succeeding twelve (12) month period. This CPI-W adjustment shall be reflected in the billing for any contract renewal period. COMPANY shall provide PARISH with written notice of any such proposed increase prior to the expiration of the term in effect at that time.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

- 8.1 Insurance. At all times during this Agreement, COMPANY shall maintain professional liability insurance covering COMPANY for its work at PARISH, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that coverage changes, COMPANY will notify PARISH in writing. COMPANY will also notify PARISH, in writing 30 days in advance of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the PARISH. COMPANY shall make available a Certificate of Insurance evidencing the above policy levels. Commencement of project/work without the required certificates of insurance, or without compliance with any other provision of this agreement, shall not constitute a waiver by Government of any rights to this agreement. COMPANY shall furnish PARISH with certificates of insurance evidencing the coverage and conditions required by this Agreement, and such certificates shall comply with the following:

A. GENERAL REQUIRMENTS: Each of the insurance policies maintained by COMPANY for work / services performed under this Agreement must be endorsed as follows, in addition to any other requirements:

1. To provide to PARISH thirty (30) days written notice of cancellation, reduction of coverage or material change.
2. For liabilities and indemnities assumed by COMPANY under this agreement, COMPANY's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name PARISH as additional insured.
3. For liabilities and indemnities assumed by PARISH under this agreement, COMPANYS insurance policies shall provide that the COMPANYS' insurers waive their rights of subrogation against PARISH and their insurers.
4. It is understood and agreed that (i) such insurance provided by COMPANY shall be primary to and receive no contribution from any insurance maintained by or on behalf of COMPANY, and (ii) PARISH shall not be responsible or liable for any deductibles, self insured retentions and/or premiums of COMPANY's insurance.
5. It is further understood and agreed that such insurance provided by COMPANY shall not be reduced, voided, waived or in any other manner limited with respect to Government if COMPANY violates any warranties, terms or conditions of COMPANY's insurance policies.
6. PARISH reserves the right to require complete, certified copies of all required insurance policies, at any time.
7. Any deductibles or self-insured retentions must be declared and approved by PARISH. Prior to entering into this agreement, and at the option of the PARISH either, the PARISH shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the PARISH, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.
8. Insurance is to be placed with insurers with an A.M. Best's Rating or no less than A:VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

9. COMPANY shall furnish PARISH with certificates of insurance evidencing the coverage and conditions required by this agreement. Commencement of project/work without the required certificates of insurance, or without compliance with any other provision of this agreement, shall not constitute a waiver by PARISH of any rights to this agreement.

B. MINIMUM INSURANCE REQUIREMENTS: The required limits for coverage are as follows:

1. Workers' Compensation, as required by statute, and Employee's Liability Insurance, \$1,000,000 limits, covering COMPANY's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. PARISH shall be provided with a waiver of subrogation as well as listed as Alternate Employer. COMPANY expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.
2. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.
3. Commercial General Liability insurance, \$1,000,000 limit, covering 3rd party bodily injury and property damage to include the following:
 - Premises and Operations coverage;
 - Contractual Liability covering liabilities assumed under this Agreement;
 - Products and Completed Operations Coverage;
 - Action Over/Indemnity Buyback;
 - Underground resources liability endorsement (when applicable);
 - Broad form property damage; and
 - Pollution liability coverage.
4. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with PARISH.

5. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policies.

8.2 Indemnification. COMPANY shall indemnify, defend and hold PARISH harmless from and against any and all claims against PARISH based on COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the PARISH or Lafourche Parish Sheriff's Office or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or in failing to promptly present an ill or injured inmate to COMPANY for treatment. PARISH shall defend, and hold COMPANY harmless from and against any and all claims against COMPANY arising out of the performance by PARISH, its employees, agents, officers, or contractors in connection with PARISH's obligations hereunder or other conduct. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against PARISH by an inmate, employee of company or any other person in any way whatsoever.

ARTICLE IX: MISCELLANEOUS

9.1 Independent COMPANY Status. The parties acknowledge that COMPANY is an independent contractor engaged to provide medical care to Inmates at the FACILITY under the direction of COMPANY management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer - employee relationship, or a joint venture relationship between the parties.

9.2 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the other person at any other address as may be designated in writing by the parties:

(a) PARISH: Lafourche Parish Government
 P.O. Drawer 5548
 402 Green Street
 Thibodaux, LA 70302

FACILITY: Lafourche Parish Detention Center

(b) COMPANY: CorrectHealth Lafourche, LLC
ATTN: Carlo A. Musso, M.D.
9020 Peridot Parkway
Stockbridge, GA 30281

Notices shall be effective upon receipt regardless of the form used.

- 9.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 9.4 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- 9.5 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 9.6 Other contracts and Third-Party Beneficiaries. The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which PARISH is a party and which relate to the providing of medical care to inmates at the FACILITY. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 9.7 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.8 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this Agreement.

- 9.9 Time of Essence. Time is and shall be of the essence of this Agreement.
- 9.10 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 9.11 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.12 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

LAFOURCHE PARISH ("PARISH")

By: _____

Title: Lafourche Parish President

Print Name: Charlotte A. Randolph

Date: _____

Attest: _____

CORRECTHEALTH LAFOURCHE, LLC ("COMPANY")

By: _____

Title: President / Managing Member

Print Name: Carlo A. Musso, M.D.

Date: _____

Attest: _____

On motion by _____, second by _____, the following resolution was introduced and adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING LAFOURCHE COMMUNITY ACTION TO APPLY FOR THE PROPOSED GRANT WITH THE LOUISIANA DEPARTMENT OF SOCIAL SERVICES, OFFICE OF FAMILY SUPPORT EARNED INCOME TAX CREDIT (EITC)/FREE TAX ASSISTANCE PROGRAM AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID DOCUMENTS ON THE BEHALF OF LAFOURCHE PARISH COUNCIL OFFICE OF COMMUNITY ACTION AGENCY.

WHEREAS, the Department of Social Services/Office of Family Support offers a grant for the Earned Income Tax Credit (EITC)/Free Tax Assistance Program. Lafourche Parish Office of Community Action will be applying for the grant as the contractor for the Region 4 area (Ascension, Assumption, Lafourche, St. Charles, St. James, St. John, and Terrebonne) named the River Bayou Coalition for Asset Building (RBCAB); and

WHEREAS, the 2010 proposal for the State offers two hundred forty nine thousand, nine hundred ninety nine dollars (\$249,999.00) for said program; and

WHEREAS, the parish of Lafourche serves as fiscal agent for said proposal under the direction and oversight of Denise D. Hughes, Executive Director and Board of Advisors led by Board President, Mrs. Eva Shanklin; and

WHEREAS, this resolution is sponsored for Administration by Mr. Jerry Jones, Councilman, District 1; and

THEREFORE BE IT RESOLVED, that the Lafourche Parish Council does approve the Lafourche Parish Office of Community Action to apply for the proposal offered by the Department of Social Services/Office of Community Service in accordance with state requirements and subject to recommendations of Community Action Advisory Board to execute and administer said proposal and all associated documents.



BE IT RESOLVED by vote of the Lafourche Parish Council convened in regular session on _____, that it does hereby approve for Lafourche Parish Office of Community Action to apply for the proposed grant and further approve the Parish President to sign, execute, and administer said documents on behalf of Lafourche Parish Council Office of Community Action Agency.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded; Lafourche Parish Community Service; Lafourche Parish Council Office of

Community Action Agency; Louisiana Department of Social Service/Office of Family Support; Lafourche Parish Government Finance Department, and the Office of the Parish Administrator.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS DAY OF _____, 2009.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**