

**LAFOURCHE PARISH COUNCIL
AUGUST 25, 2009
UNANIMOUS AGENDA**

A. PRESENTATIONS:

1. **Mr. Bradley Oubre**, to present a **presentation** regarding **right-of-ways**.

B. RESOLUTIONS:

2. RESOLUTION **requesting** the **Attorney General and the Lafourche Parish District Attorney** to look into **reclaiming** the **Company Canal** for **public use**. (L. TOUPS)
3. RESOLUTION **approving** an **intergovernmental agreement** between the **Lafourche Parish Government**, the **Lafourche Parish Sheriff**, the **Lafourche Parish Clerk of Court**, and the **17th Judicial District Court** for **security at the Courthouse and Courthouse Annex** in Thibodaux, Louisiana; and authorizing the Parish President to sign, execute and administer said agreement and any related documents and amendments. (L. RICHARD FOR ADMINISTRATION)
4. RESOLUTION to **determine action** on the **counter offer received on Invoice JBC-AIA #014, Thibodaux Library** and authorizing the Parish President to sign, execute and administer said action on any and all relevant documents. (J. JONES FOR ADMINISTRATION)

ITEM 2

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

RESOLUTION NO. _____

RESOLUTION REQUESTING THE ATTORNEY GENERAL AND THE LAFOURCHE PARISH DISTRICT ATTORNEY TO LOOK INTO RECLAIMING THE COMPANY CANAL FOR PUBLIC USE.

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

WHEREAS, the Company Canal has been closed for approximately two (2) years; therefore,

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby request the Attorney General and the Lafourche Parish District Attorney to look into reclaiming the Company Canal for public use.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the Office of the Attorney General; the Lafourche Parish District Attorney; 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**

ITEM 2

* * * * *

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

ITEM 3

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

RESOLUTION NO. ____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFOURCHE PARISH GOVERNMENT, THE LAFOURCHE PARISH SHERIFF, THE LAFOURCHE PARISH CLERK OF COURT, AND THE 17TH JUDICIAL DISTRICT COURT FOR SECURITY AT THE COURTHOUSE AND COURTHOUSE ANNEX IN THIBODAUX, LOUISIANA; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT AND ANY RELATED DOCUMENTS AND AMENDMENTS.

WHEREAS, the 17th Judicial District Court in Thibodaux, Louisiana requires security at the 17th Judicial District Courthouse, the chambers of the Judges, and the offices of the Clerk of Court; and

WHEREAS, For the contract period of October 1, 2009 through December 31, 2009, the LPG and the Court shall each pay to the Sheriff the sum of \$8,162.50, and the Clerk shall pay to the Sheriff the sum of \$1,625, payable on October 1, 2009, to defray the cost of operation of the security program. For the contract period of January 1, 2010 through December 31, 2010, the LPG and the Court shall each pay to the Sheriff the sum of \$32,650, and the Clerk shall pay to the Sheriff the sum of \$6,500, payable on February 1, 2010, to defray the cost of operation of the security program; and

WHEREAS, the Lafourche Parish Government shall promptly perform such maintenance and repair of the Courthouse and Courthouse Annex as is necessary to insure the integrity of the buildings as it pertains to security purposes; and

WHEREAS, this resolution was sponsored for Administration by Mr. Louis Richard, Councilman, District 3; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council authorize the Parish President to sign said Intergovernmental Agreement and execute and administer any and all relevant documents and amendments.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on August 25, 2009, and does hereby approve an intergovernmental agreement between Lafourche Parish Government, the Lafourche Parish Sheriff, the Lafourche Parish Clerk of Courts and the 17th Judicial District Court for security at the Courthouse and Courthouse Annex in Thibodaux and authorizing the Parish President to sign, execute, and administer any and all relevant documents and amendments.

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BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the 17th Judicial District Court; the Lafourche Parish Clerk of Court; the Lafourche Parish Sheriff's Office, Lafourche Parish Government Department of Parks, Recreation, and Public Facilities; Department of Finance; Human Resources 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**

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INTERGOVERNMENTAL AGREEMENT FOR COURTHOUSE SECURITY

STATE OF LOUISIANA PARISH OF LAFOURCHE

This Agreement is made by and between:

The **Lafourche Parish Government**, (the LPG) the governing authority of the Parish of Lafourche, represented in this agreement by the Parish President, Charlotte Randolph,

Craig Webre (the Sheriff), duly elected Sheriff of the Parish of Lafourche,

Vernon H. Rodrigue, (the Clerk), duly elected Clerk of Court for the Parish of Lafourche, and

The **17th Judicial District Court**, (the Court) in and for the Parish of Lafourche, represented in this agreement by John E. LeBlanc, Chief Judge of the Court,

1. PURPOSE

The purpose of this Agreement is to provide for and maintain security in the Courthouse and Courthouse Annex in Thibodaux, Louisiana, where the courtrooms of the 17th Judicial District Court, the chambers of the Judges, and the offices of the Clerk of Court are located.

2. TERM

The term of this agreement shall commence on October 1, 2009 and end on December 31, 2010.

3. GENERAL CONDITIONS

All parties agree to adhere to and comply with the following general conditions and requirements:

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a. Security will be provided in the Courthouse continuously between the hours of 8:30 a.m. and 4:30 p.m. and in the Courthouse Annex between the hours of 7:30 a.m. and 4:30 p.m. each day that the Court is open. The secure point-of-entry in the Courthouse shall commence operation at 8:15 a.m. when a division of court in that building has summoned a jury venire for a civil or criminal case. The operation of the secure point-of-entry in the Courthouse Annex between 7:30 a.m. and 8:30 a.m. is restricted to admitting visitors to offices of the Clerk of Court on the first floor only. In the event that one or more divisions of court remains in session later than 4:30 p.m., at the request of the presiding judge of any division of court still in session, the secure point of entry in the building(s) shall remain manned and in operation until court is adjourned or until released by the presiding judge.

b. The Security Order rendered by the Court on April 25, 2002 shall remain in full force and effect during the term of this agreement or until amended by the Court, including (but not limited to) the single point of entry concept and the restriction on the introduction of firearms into the buildings. A copy of the Order is attached and is part of this agreement.

c. All readily-identifiable elected public officials may enter the buildings without being subject to search or scan, and the employees and staff of the LPG, the Court, the District Attorney, the Clerk of Court, the Assessor, the Registrar of Voters, and the Indigent Defender's Office may enter the buildings without search or scan provided he or she displays proper picture identification at the secure point-of-entry. Members of the Lafourche Parish Bar Association who display proper picture identification may enter the buildings without search or scan. Lafourche Parish Sheriff's Office deputies and members of other recognized law enforcement agencies, in uniform, may enter the buildings without search or scan. Employees of the Sheriff,

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in uniform or displaying proper picture identification, may enter the buildings without search or scan.

d. All parties to this Agreement recognize the need for building security and pledge to cooperate with each other and to conduct the operations of their offices in a manner that promotes security and safety for all staff and employees and for visitors to the Courthouse and Courthouse Annex.

4. OBLIGATIONS

a. For the contract period of October 1, 2009 through December 31, 2009, the LPG and the Court shall each pay to the Sheriff the sum of \$8,162.50, and the Clerk shall pay to the Sheriff the sum of \$1,625, payable on October 1, 2009, to defray the cost of operation of the security program. For the contract period of January 1, 2010 through December 31, 2010, the LPG and the Court shall each pay to the Sheriff the sum of \$32,650, and the Clerk shall pay to the Sheriff the sum of \$6,500, payable on February 1, 2010, to defray the cost of operation of the security program. Any delay or diminution in the above-mentioned payments may result in immediate scaled-back security operations or, at the sole discretion of the Sheriff, an ending of the security program. Failure to make the full aforementioned payment will be construed to be a breach of this Agreement/contract and will be actionable within the 17th J.D.C. in, and for, the Parish of Lafourche with the defaulting party being solely liable for all reasonable attorney fees and all court costs associated with enforcement of the same.

b. The LPG, the Court and the Clerk shall provide to the Sheriff (on or before October 1, 2009) a current list of employees and staff who have proper picture identification, and the list shall identify each employee or staff member by name, gender, race, and date of birth. The LPG,

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Court and Clerk shall secure and provide to the Sheriff the picture identification of any staff member or employee who separates from service and shall promptly notify the Sheriff of the name and address of any separated employee who refuses to surrender his or her identification. All parties shall notify the Sheriff immediately of the full-name and identification of employees or staff who begin work after October 1, 2009, and all parties shall promptly arrange with the Sheriff to provide proper picture identification for the new employee or staff.

c. The LPG shall promptly perform such maintenance and repair of the Courthouse and Courthouse Annex as is necessary to insure the integrity of the buildings for security purposes. The LPG shall consider installing or constructing improvements or additions to the buildings and grounds as may be recommended by the Sheriff for enhancement and improvement of the security program.

d. The Court shall maintain ownership of the scanners and metal detectors located at the secure points-of-entry, and the Court shall maintain these items in good working order during this agreement at the Court's expense.

e. The Sheriff shall staff, conduct, enforce and operate the security program in the Courthouse and Courthouse Annex. The Sheriff shall provide at least one P.O.S.T. certified, uniformed and armed deputy at the secure point-of-entry in each building each day Court is open and the deputy shall remain at his/her post during regular hours and while Court is in session. Each day that Court is open, the Sheriff shall provide one additional P.O.S.T. certified, uniformed and armed deputy between the hours of 8:00 a.m. and 12:00 (noon), which deputy shall be assigned by the Sheriff to the secure point-of-entry in either building depending on the Court's schedule. No deputy or officer shall be allowed to report for security duty without prior

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training to become familiar with the operation of the scanner and metal detectors, including hand-held wands, in use at the secure points-of-entry.

5. Special Conditions

a. The Sheriff shall be solely responsible for the security education and training of all officers under his command that are assigned to security duty in the buildings.

b. The Sheriff shall have sole authority to write and implement policy and procedure for the operation of the security program.

c. The Sheriff shall have sole authority to make and issue picture identification cards to staff and employees of the parties to this agreement and other agencies who are permitted to enter the buildings without scan or search with picture identification. Each party to this Agreement shall be responsible for the collection of identification cards of former-employees; the Sheriff shall destroy the identification cards of former-employees of all parties hereto.

d. Upon the request of any party, in writing and addressed to all other parties, all parties shall participate in a meeting, personally (or through designated representatives with full authority to act), to consider changes and amendments to any part of this Agreement.

THUS DONE AND SIGNED in Thibodaux, Louisiana, on this _____ day of _____, 2009.

WITNESSES:

Lafourche Parish LPG

By: _____
Charlotte Randolph
Parish President

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Craig Webre
Sheriff

WITNESSES:

Vernon H. Rodrigue
Clerk of Court

17th Judicial District Court

By: _____
John E. Leblanc
Chief Judge

ITEM 4

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

RESOLUTION NO. ____

RESOLUTION TO DETERMINE ACTION ON THE COUNTEROFFER RECEIVED ON INVOICE JBC-AIA #014, THIBODAUX LIBRARY AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID ACTION ON ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, the Lafourche Parish Council approved Resolution No. 09-149 "...for JBC-AIA Architect Joseph B. Caillouet, to cease any and all work for the proposed construction of the Thibodaux Library project..." due to pending action on an existing facility, and

WHEREAS, Lafourche Parish Administration paid Invoice No. 15 on July 1, 2009, representing 90% completion of the Construction Document Phase, and offering full payment of Invoice No. 15 in exchange for termination of the contract, and

WHEREAS, an attorney representing Joseph B. Caillouet has presented a counter offer to Lafourche Parish Government, citing specific articles of the Standard Form of Agreement Between Owner and Architect (AIA Form B141), and

WHEREAS, Article 7 of said contract allows for arbitration: "Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by the arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties agree otherwise"; and

WHEREAS, it is the recommendation of the Administration that the Lafourche Parish Council consider action on the offer and counteroffer; and

WHEREAS, this resolution was sponsored for Administration by Mr. Jerry Jones, Councilman, District 1; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council authorizes 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 determine action on the counteroffer received on invoice JBC-AIA #014, Thibodaux Library and authorizing the Parish President to sign, execute, and administer said action on any and all relevant documents.

ITEM 4

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to; Joseph B. Caillouet, Architect/AIA; Lafourche Parish Government 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**