

FINANCE COMMITTEE MEETING
AUGUST 22nd, 2017
Chairman Lennix Madere
Vice-Chairman Michael Wright

Members: Larry Sorapuru, Jr., Kurt Becnel, Julia Remondet, Lennix Madere, Marvin Perrilloux, Larry Snyder, Michael Wright, Thomas Malik, Jaclyn Hotard

PRESENT: Kurt Becnel, Julia Remondet, Lennix Madere, Larry Snyder, Thomas Malik, Marvin Perrilloux, Larry Sorapuru, Michael Wright

ABSENT: Jaclyn Hotard

PUBLIC COMMENT - AGENDA ITEMS ONLY (2 minutes per citizen)

There was no public comment at this time.

BID OPENING REPORT/AWARDS:

There were no bids opened at this time.

Councilman Madere stated, "I have a request from District Attorney, Bridget Dinvaut to address the council."

Bridget Dinvaut, District Attorney, stated, "On June 5th, 2017, the DA's office received the newly proposed CEA regarding the agreement between SCP and the parish government. With only that document for legal review it raised some very serious concerns. In the proposed CEA it raised the concern that an advanced monthly payment of \$27,530.14 may be considered an illegal donation of public funds especially in light of two things. There is an absence of a clearly designed benefit to tax payers and a drastic change in the fee structure which provided for a shifting from an 80/20 fee sharing arrangement to an advanced monthly payment of \$27,530.14. That raised a lot of questions because as we started to do this and just looking at the language in the document we started to ask ourselves some questions. We know that the parish pays a \$4,000.00 membership fee to SCP, we didn't know what the benefit to the citizens were for that or whether or not it was administrative costs and so the CEA indicated that some of this payment would be made towards administrative cost so that was a concern. We wanted to know why the parish was giving up a 20% revenue share of the application fees for a straight flat out payment directly to SCP and we would eliminate the 20% that the parish collects as revenue as a result of someone coming into request a permit and paying the fee. The benefit to the tax payers why was that change and why was it a drastic change and what was the benefit going to be to the tax payers. We also need to know what was the urgency in the change, what caused the change. We also had a concern that if we shift from the 80/20 and go directly to the \$27,530.14 then why would we overlap when we already had an agreement in place for an 80/20 agreement so what was causing, what was the catalyst, what was the motivation behind that. cursory review of it absolutely seemed like it would be an illegal donation of public funds. As a result of that we did have numerous meetings and exchanges via email and there is an outline and a legal opinion that we have prepared. The chronology is listed however on July 19th; I did have an opportunity to meet with Mrs. Carter, part of my legal staff, and SCP the attorney Tom Watkins and Mr. Belanger. At that meeting Mr. Belanger made it clear that the urgency was the fact that a an approximately

1.8 million dollar grant that SCP had been operating under for the past 10 years had been eliminated and those funds would not be there and the money was simply to fill in the gap of the budget for SCP. At that time I advised Mr. Belanger that I was concerned with that because my duty is to the people of the parish and I would be concerned with the budget of St. John Parish and not with the budget of SCP. I do understand that there is this collaboration between the parishes however SCP and this grant over the last 10 years for planning and development of certain programs at this point in time has been eliminated and my major concern is what benefit is it to the tax paying citizens of SJB. As a result of all of that we went into a very comprehensive analysis of the question at issue and tonight I am here to present to you opinion #17-001 in reference to CEA with SCPDC advanced payment structure provisions. The question is whether advanced monthly payments to SCPDC Inc. for services it agrees to perform under the terms of the CEA with SJB is a gratuitous donation of public funds prohibited under the Louisiana Constitution Article 7, Section 14A. The answer to the question is yes it is. We did the analysis and I asked Mr. Green with my office to forward the legal opinion to all of the council members and to the parish administration for your review prior to. It is a very lengthy opinion and it is because it involves the analysis of the Louisiana Supreme Court and Cabela as well as the Attorney General's test which was established based upon the principles in Cabela. I don't want to stand up here and read the entire thing however it is very pertinent that you read the conclusion because the conclusion tells you why we have come up with that answer and it also sheds some light on what the administration can do in order to cure some of the deficiencies if they want to move forward with this type of an agreement. I will take questions if anybody has read it and would like to ask me some questions about it but before I go there I think it is very important for me to clarify this. In the administrative report it says that the administration recommends that this item be tabled to allow SCPDC time to prepare a response to the District Attorney's opinion rendered this afternoon, I am going to stop there. I am not looking or the DA's office is not looking for a response from SCPDC. SCPDC has a duty to itself. I am concerned as District Attorney of this parish about the duty we owe to the citizens and tax payers that they get the best bang for their buck. So I am not looking for a response. I am looking for something from us to say how we are going to spend this money and what we are going to get for it and if you read the opinion the courts have said that it has to be equal to or exceed. So I am not looking for a response from SCP. We have received many documents from Mr. Watkins, he represents SCP as their attorney and that is his job because his duty is to that commission to that entity. My duty is to the governing authority and to the people of SJB. The next thing SCP has agreed to continue the 80/20 payment structure in the short term and it is my understanding for lack of being provided with documents that we currently have an agreement. I don't know about them agreeing to do it but we currently are in an agreement. The people of SJB will be serviced if someone comes in to apply for a permit. They will pay that permit fee. SCP will get 80% of that permit fee to conduct plan review and inspection services and the administration or the parish will receive the 20% revenue. In going through some of the deficiencies the only documents other than some of the things that were provided to us in a piece meal type manner has been the CEA. It is important for me as your legal advisor that the language and contract actually say what they mean. It is fine for us to talk about what they mean but as your legal advisor, in my legal function and my legal obligation is to make sure that those documents protect our interest and make sure that we are being very prudent and good stewards of the public funds. I am concerned with this agreement but I will await some information from the parish. I am not looking

for information from SCP or Mr. Tom Watkins. I don't intend to debate this with another attorney whose interest is not primarily the interest of this parish regardless of the relationship of the commission or all the other parish president's and all these things. This grant that was for 10 years was for planning and development for these type of services apparently St. John the Baptist Parish did not plan and develop so now we are sort of or the words that were used were we are at the mercy of SCP to continue to do this work for us at this work only because they now do not have the grant money so we have to fill the gap. So this \$27,530.14 is to fill the gap to make sure that SCP can keep their employees to stabilize their budget going into the next year and I sympathize and I understand that but that is not what my legal function is or my legal duty. Thank you very much. At this time I would like to submit for the public record the legal opinion as stated. It is legal opinion #17-0001 and if you would be so inclined any of the members to make a motion to have it admitted into the public records of this meeting I would appreciate it."

Councilman Snyder asked, "What does gratuitous donation mean? Can you explain that to me a little bit?"

Bridget Dinvaut stated, "Gratuitous means that you get something for not the same thing of value in return. Usually gratuitous is like a gift so I may give you a birthday gift or you may give your wife an anniversary gift and that gift may have a dollar amount attached to it and maybe the only expectation is her love and affection in return for it but basically that gift is given. So that is the laymen term for it when we start talking about the legal terms, there are legal definitions and I do have it stated here in the Louisiana Constitution where they prohibit you cannot give public money for something that you are not going to receive in equal or greater value. You cannot use the tax payer's money to give to a particular entity or to purchase something and you are not going to get the same value back. I have heard some comments about retainers and that kind of stuff insurance is a little bit different because you pay for your monthly premiums and the insurance industry is a lot different but this is an actual service and you are going to be paying for the exact same service you are receiving now under the fee structure of 80/20 so what is it if you are paying 80/20 now and the parish is getting 20% and we are getting that service of plan review and inspection what is the value that I am going to get for \$27,530.14 a month. So that has to be equal to or exceed that amount of money. In that outline I definitely made sure that we provided the parish administration with some of the things that they need to provide in response to the legal opinion that says yes as written this CEA is an illegal donation of public funds."

Councilman Snyder stated, "I am good. Thank you."

Councilwoman Remondet stated, "I know we keep comparing it to the Cabela which was an incentive program to get the company to locate in Ascension Parish but I guess I am seeing a service out of here you are paying for availability of service as well as service and the planning district, not that I am saying that we have to pay more, but they determine their costs to provide these services or more. So it still comes across as a donation? I guess I am confused by that part."

Bridget Dinvaut stated, "For this particular service, they are already providing you a service for 80/20. Now because they don't have grant money and because over the past 10 years this parish has not planned and developed

according to the grant a program to come into compliance with the state building codes so you simply relied on SCP to do that work for us. The 80/20 split was very sufficient because the parish is getting 20% for the administrative fee and the 80% is going to SCP and apparently according to Mr. Belanger that was working well because they still had the cushion of the grant money. That grant money is no longer available. So to make sure that SCP's budget is stabilized and to make sure that SCP in this particular area can still survive that is where the proradishare comes in to place. I also put in there a paragraph because suppose other parishes start dropping out, suppose other parishes make the decision that they can no longer afford to pay this proradishare. If it is 10 parishes and one drops out now you have 9, if another drops out, now you have 8. There is a provision in the CEA which causes me great concern and I did mention it that the proradishare is to be determined each year by SCP. So you are entering into a contract where there is no certainty of what that next year is going to be but yet the contract is for 3 years with an automatic 3 year renewal so what burden are you putting on the citizens without some kind of certainty as to what that money is going to look like in 2018, 2019, 2020 or 2024 without also knowing who all is still going to be participating in it."

Councilwoman Remondet stated, "Well I would like to see all of our contracts reviewed this tightly. It is a very extensive review. It probably would do us good to have a lot of contracts reviewed by the DA's office. I am serious. I think that would be a good idea."

Bridget Dinvaut stated, "We are happy and I know there has been a lot of talk about time sensitivity but usually we don't get things until 2-3 days before a council meeting and yes there will be delays and there will continue to be delays because of the type of process that we use. The global issue here is and I would like for everybody to understand that lawyers have legal responsibilities to that license. We are answerable to the Louisiana Supreme Court. So there is a legal function that we have to go through. We have to do our due diligence it is important but if we get a document and we look at it and preliminary review causes concerns then we have to ask for more documents and then it gets piece meal and so that is where the delay takes place if someone came to us and I can give you an example on yesterday we were happy to receive a document that gave a vision for a plan going forward well now that is on the radar and now as we see documents or if we are included in the process then we can stop some of these issue from arising but when you send me a contract that is negotiated by someone else or I wasn't involved in it then I have to look at it and go through the complete process because remember my duty is to you to make sure that you have the information, to make sure that you can make the best decision because you are answerable to the people. It is their money. It is not our money and I just Mr. Chairman if you would just allow me a personal privilege I will share this with you."

Councilman Madere stated, "Yes go ahead Mrs. Dinvaut."

Bridget Dinvaut stated, "Because over the last two and a half years I think there has been a misunderstanding. On November 10th, 2014 Mr. Tom Daley, God rest his soul, withdrew from the election which made me the duly elected District Attorney. He called me to tell me and the very next day on November 11th, I called him and I asked him if I could come back to work. He said no I have things to do. The morning of November 12th, he called me in to meet with him. I met with him and what he said to me is I need to talk to you about something because I need for you to get this right. It has been wrong a long

time and I need for you to get this right. He presented me with a conference and he said I need you to go with this and when you come back I am going to give you my tablet. He said I am still your boss. Get GERALYN to make the plane tickets your husband can go but he has to pay on his own. I said okay fine. That happened on the 12th he told me not to come back to work. On that Sunday I left, I went to San Francisco for 7 days and the conference that I went to was the National District Attorneys Association representation of Governmental Authorities and Agencies. At that conference, going through contract review, going through Real Estate, going through Robert's Rules, going through parliamentary and all kind of things. The main focus was that it is my duty to protect the integrity of the governing document, which is our Home Rule Charter, to protect the council from exposure to liability or lawsuits and to protect and represent the people of my parish to make sure that they are provided with good government. I made three pledges to Mr. Daley. I have kept two and I intend to keep all of them and that is one of them and that is a continuing pledge. So that is why it is comprehensive and Mrs. Remondet we would love to be in on the front end of things and be able to make things move a lot smoother however that is just not the process that we are working under at this time."

Councilwoman Remondet stated, "Like everyone else we came in with some contracts in place and until we have to renew them or until we look them over we are stuck with them too. So I appreciate your work."

Bridget Dinvaut stated, "Thank you."

Councilman Madere stated, "Yes I read the legal opinion before I got here tonight and I think Mr. Snyder asked the question at the last meeting with that \$27,530.14 if we pay that up front and a particular month no work is done there was no way to recoup our money back. It would end up being a donation. Also I had a problem with the fact that they lost a grant and are using this formula for the deficit in their budget that is what this amounts to. Also to present a contract for three years that has an automatic renewal in it. When you have a contract that has an automatic renewal in it, it is not a three year contract it is a six year contract you just didn't say it. Automatic means automatic that is six years and the fact that you brought up a very interesting point if someone else drops out then the amount to make up that difference will go up for the individual parishes that are still part of it and if two drop out and we are paying \$27 thousand now with ten we could be paying \$37 thousand..

Bridget Dinvaut stated, "Oh I don't know if it is ten. I don't know how many people are in."

Councilman Madere stated, "I am just using numbers it could be 27 or 37 or even 47 but you have already locked yourself in for six years and that is the concern that I have and I do think that the DA does give us prompt legal advice and I think it would be beholding that this council follows those recommendations closely because you represent us and the people of the parish and to go against those decisions would be to go against our legal representation."

Bridget Dinvaut stated, "Thank you."

Councilman Malik asked, "Please correct me if I am wrong but I seem to have read somewhere that we already have a contract with SCP?"

Bridget Dinvaut stated, "Yes there is currently an agreement in place and it is a 80/20 fee sharing."

Councilman Malik asked, "When does that expire?"

Bridget Dinvaut stated, "From my understanding from SCP is that it expires at the end of the year in December."

Councilman Malik stated, "Thank you."

Natalie Robottom asked, "I wasn't sure if we are operating under the 2 minute public comment or are you all on the item."

Councilman Wright stated, "No we are on the item itself."

Natalie Robottom stated, "Okay did you have to remove it from the table because I think Alex has some additional information and I have at least one point. So again not sure with all of the discussion.."

Councilman Wright stated, "First I want to make sure that the discussion is finished with the DA then I will open it up to the public."

Natalie Robottom asked, "Did you have to take it off of the table? That is the question. So you need to take it off of the table."

Councilman Wright asked, "Any further discussion with Mrs. Dinvaut?"

Councilman Sorapuru stated, "I would just like to thank you for taking your time and gathering all of the information and bringing the information back to this council and I think we have some very tough decisions that we have to make as a council with our zoning department whether it is with SCP or any other company and I just want you to know that I appreciate the ruling that you have done right now for us."

Bridget Dinvaut stated, "Thank you and we will wait for parish administration like I said I am not waiting for anything from SCP. They have their own duty to their own entity and even though that entity might involve a number of parish presidents and a number of other parishes. My concern is what the people of SJPB are going to get for the \$27,531.14 and I am looking for some help from Mrs. Carter and administration and providing them with information."

MOTION: Councilman Wright moved and Councilman Sorapuru seconded the motion to enter into the official minutes of the Finance Committee Opinion 17-0001 from District Attorney, Bridget Dinvaut.

Alexandra Carter - (Tabled 08-08-17) Authorization to amend the Cooperative Endeavor Agreement (CEA) between St. John the Baptist Parish and South Central Planning and Development Commission (SCPDC)

MOTION: Councilman Perrilloux moved and Councilman Wright seconded the motion to remove the authorization to amend the Cooperative Endeavor Agreement (CEA) between St. John the Baptist Parish and South Central Planning and Development Commission (SCPDC) from the table. The motion passed with Councilwoman Hotard absent.

Alex Carter stated, "I am not going to repeat the statement except to say that SCP has agreed to continue the 80/20 payment structure in the short term while the council considers the amended agreement. Just to address some of the points, I would understand that the DA isn't interested in SCP's response because they have made a formal opinion on this matter however for the council I think it is important for you guys to hear both sides and have them respond for your own consideration. They have made a determination but I think it is important that we allow them an opportunity to address these concerns as they have executed this contract with other parishes and agencies. Just to be clear, this is not a gift. We don't see this as a gift. This is a business arrangement. They provide a service and they are our partners. I think there is some misrepresentation that is happening right now. We utilize their program. If anything if they don't issue a single permit in one month we are still actively utilizing every single day in our archiving their software and they are selling this alone to other parishes that don't participate in their program. So there are other services. This isn't just plan review and inspection and based on permit fees. Code enforcement literally functions on the back of this program. All of our letters, templates and all of our monitoring and everything is assessed in this program and monitored and put in the tickler that we can monitor what is going on in Code Enforcement none of those are assessed fees through permits and inspections that has nothing to do with the 80/20 share. I think we covered most of it last meeting but just to reiterate this is not a hole in the budget. It is about a grant that was utilized. The parish didn't not properly plan and develop. The grant was for 1.8 million dollars and it was for 10 years and those 10 years are up. It wasn't a miss-management of funds and St. John didn't develop improperly. It is just that was the time line and that grant is no longer available so the services that they are asking for us to pay for this is the true cost of those services. They are no longer subsidized. This isn't an inflation in price. It is a reflection of the true cost of what it is that they are offering to do for us on a monthly basis and our expectation that those services will be rendered upon request but also that we can utilize their software and programming at will. We rely on these services. We are not set up to start performing this in a 30, 60, or 90 day window and that is why I am pleading with the council to take this very seriously. There is an economy of scale that is associated with this. There is an innovation aspect of partnering with parishes to share costs and resources and I would ask you all to please consider this in your decision making and allow SCP the opportunity to digest this new information because this is new this opinion was rendered this afternoon. So they are not here tonight because they are diligently working on trying to come up with a solution to this. So I would ask you all to be patient. They are willing to work with us. They are willing to continue the 80/20 share permitting process that we are currently under contract until we can resolve it. So I would ask that you please do not act out of haste. There is nothing that we are proposing we do illegally at this point. We are asking that this item be deferred."

Natalie Robottom stated, "Mrs. Carter actually covered most of it but I did want to ask again we have not had a chance to review this document. We did receive it this afternoon. So although we anticipate providing a response we have not had an opportunity. So I think that is the reason for the table as well but with regard to the program and I do think that Alex attempted to explain some of it this began in 2006 and it was an agreement with all of the parishes that each parish couldn't afford to implement this process, it was a new process following Hurricane Katrina could not afford to hire all of the people and didn't have the expertise to manage it separately in each parish."

So they put together an agreement that I think was forwarded to the DA's office in 2006 which created this code counsel and then out of that came this program that all the parishes at that time decided would be best to deal with this new requirement which was required because of the insurance dilemma that state faced following Hurricane Katrina. So it was the plan to participate with our fellow parishes that belong to SCP and split or divide the cost of providing the service and programs throughout all of the parishes. So that was the plan. There wasn't a miss-plan. That was the plan that was approved by then council members who voted on it. It has been approved by other councils and also the members of SCP. I think also Alex did reference and I think they are looking for it. We do have a current contract. We are the only parish because the move was to go to the, this is something that has been talked about for a while. The grant was going to run out. We had to come up with an alternate solution for covering those costs everybody agreed it was worthwhile we could not provide that same level of service on our own at the cost that we are paying to do it in a group the existing contract is good until 2020 however we are the only entity, it doesn't end at the end of this year it is until 2020 however as with all of our contracts and with theirs there is an out clause and because SCP is moving to the other structure obviously we would have to renegotiate with them. So we are asking again for time to review the opinion that was received today. Obviously we will be working with our partners who also feel that they engaged in something that was worthy to the commission and if there are questions I thought there were some recommendations that we could possibly address. I think Alex told me in going through them that there are some things that we can address that may satisfy some of the questions however this is our first time seeing the document today or hearing any of the questions. So we are asking to leave it tabled or to put it back on the table and give us the opportunity to read the opinion which was received today."

Councilman Madere asked, "Mrs. Carter okay Mrs. Robottom answered my first question they have a contract until 2020 already."

Alex Carter stated, "It was approved on January 27, 2017 and it goes for three years but there is a 30 day termination clause so the idea that it is an automatic renewal or that we are dead locked in this it is 30 days for either one of us to get out of the agreement."

Councilman Madere asked, "Okay next question, SCP based their current contract on a grant? So the 80/20 split was based on the fact that they had a grant for 10 years."

Alex Carter stated, "My understanding is when they started this program they started it with the application for grant that would support the program and have these parishes be able to do this in an economical way."

Councilman Madere stated, "I understand that. My question was was the grant for 10 years? That is what was said and they entered into a new contract with us in 2017. So you entered into a new contract now you want to get out of it and get into a new contract?"

Alex Carter stated, "They are trying to amend the existing contract."

Councilman Madere asked, "So why would you come and get a contract and in a few months later you want to amend and get out of that contract and then threaten that if we don't amend to your satisfaction you want to pull out that

is basically what is being said."

Alex Carter stated, "I think it is important that we allow them to answer that."

Natalie Robottom stated, "I don't think they want to pull out. We would be pulling out. Their plan included all the parishes that they represent and whatever the year was there was an initial plan and grant but to get the most out of that grant it was determined by those in position at that time it would be more cost effective is everybody pitched in to pay for it but again with the grant ending and serving on the advisory council this has been discussion through the entire council and there are parish president's on it as well as three other representatives from each parish that have been looking at this and the budget knowing that a change was going to have to be made however the recommendation for the change in fee structure did not come until April or May. So if you are just hearing about it but the commission was aware and working on a different structure and everybody had input you know different populations should we all be paying the same thing. So it took time to come up with a structure that the entire commission approved. So that is why they continued with their existing contract while they worked on a new structure and again they are not pulling out we are because the existing structure is in place and they are continuing to provide that service. They are continuing to provide it to their clients around the state they are continuing to sell that software program not just to their members but they are actually selling it around the state and other states so it would be us pulling out not them."

Councilman Madere stated, "Well I understand that but back to what I said you came and asked for a contract and we gave them a contract. Now because the money has run out they want a new contract to support the money that is missing and it is obvious to me if that money didn't run out we wouldn't be having this conversation about a new contract and the \$27,531.14. So it is obvious that the additional money from us or anyone else is to make up for the short fall out of their budget. That is exactly what it is about because if they had this grant we wouldn't be having this discussion. The problem I have is you entered into a contract a few months ago and now you want a new one because your money is running short and you expect us to pay for it that seems to be everything in a nut shell because if you had this money for another 5-10 years we wouldn't be having this discussion."

Councilman Malik asked, "What would be the cost to the parish if we weren't with SCP?"

Alex Carter stated, "It would be nearly double. Right now we pay them approximately \$21,000.00 a month what they are asking for in 2017 is an additional \$6,000.00 a month which would be approximately \$30,000.00 per year in 2017. What they are looking for in 2018 since we have their projected budget is....Natalie interrupted her telling her just to answer his question...She said it would be conservatively around \$500,000.00 at present we budget around \$360,000.00 but that is what it would look like for 2018 so we are talking about a \$200,000.00 increase in service cost for the issuance and review of permits that is not including code enforcement programs, software purchasing and we are talking that from the ground up we would have to build this because we utilize them in every aspect of plan review and enforcement."

Councilman Malik asked, "Madam DA is it not so much the money it is giving the money prior to them doing any work or this is the forwarding of the money?"

Bridget Dinvaut stated, "Remember we only have the CEA that doesn't say any of the things that the parish president is saying or anything that Mrs. Carter is saying and that is why it is very important and I started off this conversation by saying it is nice and fine for us to have these conversations but as a lawyer the language of the contract should say what we are getting for this \$27,531.14 and the money the advancement has to be justified. What are we getting? I heard Mrs. Robottom say that they all got together and said well we are all going to share the cost. I appreciate that. I appreciate working in the spirit of cooperation but my job and my duty is to St. John. What is St. John getting and that is what we have been asking for and the only thing that we got when we were going through this review and the comments that I made about the 10 year grant I got that from Mr. Belanger himself, he said my grant has run out I need the money to fill the gap in order to keep going is what he said to me. I asked him about the advanced payments and about making the because Mr. Green had suggested in one of the amendments to the CEA early on that they turn in a monthly invoice so if you say I am giving you \$27,531.14 at the end of the month you say okay you have used my computer software, you have used my administrative service and that was \$18,000.00 then how do we recoup of money. So St. John may not ever get a service and maybe St. James is getting all the service and maybe they are exceeding the price that they are paying and that is fine. I, as the DA, my duty is to SJPB and to the taxpayers here."

Councilman Malik stated, "Oh I am not arguing that. I understand that."

Bridget Dinvaut stated, "We were asking for recoupment, like how do we recoup if we didn't spend that amount of money and they said they couldn't do it but that they would give us a percentage credit at the end of the year. So at the end of the year they would try to give us a credit based on the budget that they submit but it would only be a credit. It wouldn't be a return or recoupment of actual funds."

Councilman Malik asked, "So are all 10 parishes paying the same amount?"

Natalie Robottom stated, "No it is based on population and previous history of permitting."

Bridget Dinvaut stated, "I talked to St. Charles Parish today. I had a long conversation with them. They have not agreed to the share at this point in time. They have received it and they are running some kind of situation with them and that is their business because they have to worry about their own people. We are happy because we did provide recommendations to the parish administration and in fact I am pleased to hear Mrs. Carter say all the great things that SCP does for our parish and how much we need them. I just need it to be in writing because it isn't according to the documents that we have received."

Councilman Madere stated, "The way I look at it, it comes down to number one is it legal and if that question hasn't been answered by the DA then that is the biggest answer that we need that contract isn't legal and they have to find a way if they want a contract to come up with legal verbiage in there. Okay we give you \$27 thousand dollars and no service is done and all you can give me is a credit at the end of the year that isn't good. My thing is plain and simple if I give you \$27 thousand dollars I expect a service for it and if I don't get a service I expect a full refund and they aren't willing to give

it because they need that money to supplement a lost in their budget from the grant and that is what it is all about and like I said before if they didn't lose the grant we wouldn't be having this discussion and we wouldn't be paying \$27,531.14 we would still be paying 80/20 and it isn't legal. When they become legal come back and see us. I don't want to have to go back and forth with their lawyers and having a court battle every week. We have a statement from the DA and as far as I am concerned that is the final statement. They don't need to bring their lawyer here to contradict what our lawyer is saying."

Natalie Robottom stated, "I am not sure when this started but this is a question for the DA. We would like to sit down obviously this opinion was written with no discussion from us where we could have provided information but moving forward our request is that in accordance with the agreement that was made we thought that the DA's office was going to help draft contracts basically what is happening is non-attorney's which is my staff depending on which department are drafting these contracts which clearly are not meeting the legal standard that your office is requiring so moving forward I do think that a meeting is more in line then trying to email back and forth with legal language that obviously my staff is not familiar with."

Bridget Dinvaut stated, "There are not legal questions. Mrs. Robottom has brought this up this is a totally different issue this is a procedural issue and about legal language and contract writing basically for the contract review. We cannot tell you what your public purpose is when you enter into negotiations or agreements with vendors or other entities and you can't establish a public purpose we can't establish it for you because we don't know what the public purpose is that is the responsibility of the parish administration. We don't mind addressing legal issues but we are not on your staff to write your contract because first of all we have never been included but we are making recommendations because those are things that the parish administration has to answer because you are the managers and the ones that are going to be supervising that contract. We are not involved in the negotiation of that contract however when we report back to the council or to you that a contract is legally sufficient that means that it doesn't have any legal implications where it is not in compliance with the law however the governing authority is responsible for the agreements that they make with entities. I can't tell you. I would never disrespect your office or this council by telling them what to put in a contract. I don't negotiate contracts. We don't have any skin in the game and that is one of the reasons why the DA office is the legal advisor because we don't have an interest in the game. So no we will not write your contracts but we will give you legal advice on your contracts. It doesn't have to be legal language. In fact in this particular CEA I think the public purpose was to have better building construction and to have something else that was better. That is not a public purpose because first of all building construction is based on how much you can afford but that isn't a public purpose. I can't tell you what the public purpose is for you entering into an agreement with an entity."

Natalie Robottom stated, "Absolutely and I don't think that is what we are asking but I think a couple of years ago there was an amendment to the budget for additional funding that specifically said that the office would be drafting contracts, ordinances and resolutions as well as providing someone to work with our office which hasn't happened."

Bridget Dinvaut stated, "It hasn't happened because you haven't cooperated and we constantly have to get into this willful defiance when we request

information. We are brought in at the last minute in fact just recently when Geoffrey Michel started going to the agenda meetings now you don't want to have them so this is a personal issue Mrs. Robottom but I am here to tell you that we are willing to work with you, we want to do whatever we can and we would like to be brought in on the front end of all of these issues so that we don't have a delay and we can move forward in a very harmonious and cooperative way."

Councilman Snyder stated, "I am getting the feeling that we backed ourselves into a corner here and SCP is doing the painting and I don't like that feeling. There are other parishes that have to follow the same thing that we have and we should look into that and see what Jefferson or Orleans is doing because they have the same issues. Our DA has given us some information that we need to adhere to if not we will have issues not only now but down the line. I have asked for information from SCP and was told that I couldn't get it and that is part of their contract and I don't see why I couldn't get it. I am of the opinion like Mr. Madere said we have our opinion from our DA let's move on through and if you are saying that we have to be the one to initiate this divorce between us and SCP well have you started looking for some other places that we could get the same service because I know there has to be someone else out there getting the same service. I know there are other parishes that don't so there has to be someone else with this service and I am so sure that if do our due diligence and put something out there for people who provide the service we are talking about software let's use this contract for the next three years. We have never discussed other means of financing these people besides paying this \$27,531.14 or \$31 thousand actually but we never did discuss anything else. They get 80/20 why didn't they discuss 90/10 to help them out but no they don't want that but I never heard that come up but right now we are asking our people to pay for a service that they are providing beforehand and I just really don't like that. I am like Mr. Madere and move on and hold them to the contract they have."

Councilman Madere stated, "Yes and if they want to exercise their 30 day out clause so be it but don't come 5 months and ask for a new contract and then come back and now you want a new one because you lost your funding and like I have said if they didn't lose the funding we wouldn't be having this discussion. So it is clearly a source of funding their business on the back of taxpayer money in SJB. So we will move on to someone else and they can find someone else to pay them that money."

MOTION: Councilman Perrilloux moved and Councilman Sorapuru seconded the motion to TABLE the authorization to amend the Cooperative Endeavor Agreement (CEA) between St. John the Baptist Parish and South Central Planning and Development Commission (SCPDC) from the table. The motion passed with Councilwoman Hotard absent.

Natalie Robottom/Blake Fogleman - (Tabled 07-11-17) Authorization to enter into a Professional Services Agreement with Principal Engineering for the St. John the Baptist Parish - Wastewater Treatment Plant Tank Rehab Project

MOTION: Councilman Perrilloux moved and Councilman Becnel seconded the motion to remove the authorization to enter into a Professional Services Agreement with Principal Engineering for the St. John the Baptist Parish - Wastewater Treatment Plant Tank Rehab Project from the table. The motion passed with Councilwoman Hotard absent.

MOTION: Councilman Sorapuru moved and Councilman Perrilloux seconded the

motion to remove the Authorization to enter into a Professional Services Agreement with Principal Engineering for the St. John the Baptist Parish - Wastewater Treatment Plant Tank Rehab Project from the agenda. The motion passed with 7 yeas, 1 against (Malik) and 1 absent (Hotard).

Jean Stewart - Authorization to re-bid the Pleasure Bend Water Treatment Facility Project

Jean Stewart stated, "Administration recommends rejecting all bids and re-bidding as they exceed the budgeted amount for the project (see bid tab sheet).

MOTION: Councilman Sorapuru moved and Councilman Perrilloux seconded the motion to grant administration authorization to reject all bids and re-bid the Pleasure Bend Water Treatment Facility Project. The motion passed with Councilwoman Hotard absent.

LaVerne Toombs - Authorization to enter into a Servitude Agreement with Delta Land Services, L.L.C.

LaVerne Toombs stated, "Administration requests this item be tabled until the September 12th, meeting so the Parish Engineer can determine the status of Delta Land Services response to his recommendations."

MOTION: Councilman Perrilloux moved and Councilman Sorapuru seconded the motion to TABLE the item to grant administration authorization to enter into a Servitude Agreement with Delta Land Services, L.L.C. The motion passed with Councilwoman Hotard absent.

Alex Carter - Authorization to enter a Parking License Agreement with Carville-Lasseigne, LLC for the property adjacent to the Edmond "Skipper" Songy Service Center

Alex Carter stated, "This agreement addresses staff parking at the Service Center making more parking space in their parking lot available for the public. The agreement which costs \$3,000 per year has been approved by Legal Counsel and Administration recommends approval."

MOTION: Councilman Snyder moved and Councilman Wright seconded the motion to grant administration authorization to enter a Parking License Agreement with Carville-Lasseigne, LLC for the property adjacent to the Edmond "Skipper" Songy Service Center. The motion passed with Councilwoman Hotard absent.

Stacey Cador - Authorization to renew the Parish's retiree health insurance for the Medicare Parts A&B - eligible retirees with Humana

Stacey Cador stated, "This renewal through Tatje Insurance and Financial Products for a Medicare Advantage Plan has a monthly premium of \$225.86 per member per month reflecting an increase of \$7.63 over the expiring premium. Retirees are pleased with their coverage and administration recommends approval."

MOTION: Councilman Wright moved and Councilman Becnel seconded the motion to grant administration authorization to renew the Parish's retiree health insurance for the Medicare Parts A&B - eligible retirees with Humana. The motion passed with Councilwoman Hotard absent.

Stacey Cador - Authorization to renew the Fire Departments Workers

Compensation Insurance Policy with LWCC

Stacey Cador stated, "This renewal through Riverlands Insurance Services, Inc. is at an annual premium of \$252,503. This reflects an 18% increase over the expiring premium due to an increase in payroll and claims activity. The annual premium is mitigated by LWCC dividends, which were \$176,561 this year. Premiums are paid through the Office of Fire Services. The current policy expires on September 6th, therefore administration recommends approval."

MOTION: Councilwoman Remondet moved and Councilman Snyder seconded the motion to grant administration authorization to renew the Fire Departments Workers Compensation Insurance Policy with LWCC. The motion passed with 7 yeas, 1 against (Sorapuru) and 1 absent (Hotard).

Stacey Cador - Authorization to renew the Fire Department's Sick and Accident (Special Risk) policy with National Union

Stacey Cador stated, "This renewal through Riverlands Insurance Services, Inc. is at an annual premium of \$60,313, reflecting a 2.99% increase due to claims activity. Premiums are also funded through the Office of Fire Services and the current policy expires on September 16th. The administration recommends approval."

MOTION: Councilman Becnel moved and Councilman Snyder seconded the motion to grant administration authorization to renew the Fire Department's Sick and Accident (Special Risk) policy with National Union. The motion passed with Councilwoman Hotard absent.

Stacey Cador - Authorization to renew the Juvenile Probation Officers General Liability Insurance Policy

Stacey Cador stated, "This renewal through Riverlands Insurance Services, Inc. is necessary as the JPO's are not covered under the Parish's professional liability policy. The renewal premium of \$3,683.30 remains the same as the expiring premium and is funded through the Juvenile Detention Budget. This policy expires on September 1st, and the administration recommends approval."

MOTION: Councilwoman Remondet moved and Councilman Perrilloux seconded the motion to grant administration authorization to renew the Juvenile Probation Officers General Liability Insurance Policy. The motion passed with Councilwoman Hotard absent.

Daron Cooper/Andy Positerry - Authorization to execute the Certificate of Substantial Completion with Louisiana LA Contracting Enterprises, LLC for the St. John Senior Citizen Center

Daron Cooper stated, "This project has been deemed substantially complete by the Project Engineer and the Capital Projects Administrator. The punch list is attached to the Certificate. Administration recommends execution of the Certificate of Substantial Completion to begin the 45 day lien period."

MOTION: Councilman Perrilloux moved and Councilman Sorapuru seconded the motion to grant administration authorization to execute the Certificate of Substantial Completion with Louisiana LA Contracting Enterprises, LLC for the St. John Senior Citizen Center. The motion passed with 6 yeas, 1 absent (Hotard) and 2 against (Madere, Sorapuru).

Adjournment

MOTION: Councilman Snyder moved and Councilman Sorapuru seconded the motion to adjourn the finance meeting. The motion passed with Councilwoman Hotard absent.