

STATE OF LOUISIANA

PARISH OF ST. CHARLES

CONTRACT FOR PROFESSIONAL SERVICES

BE IT KNOWN that on this 17th day of March, 2003, effective the 1st day of April, 2003, this Contract is entered into by and between **St. Charles Parish Government, St. John the Baptist Parish Government, St. James Parish Government, and Ascension Parish Government**, individually and as governing authorities of the Parish of St. Charles, St. John the Baptist, St. James, and Ascension and of all other political subdivisions, districts and boards situated therein (hereinafter referred to as "PARISHES"), represented herein by Albert D. Laque, President of St. Charles Parish, Nickie Monica, President of St. John the Baptist Parish, Dale J. Hymel, Jr., President of St. James Parish, and Harold Marchand, President of Ascension Parish, and **Sarah Whalen**, a resident of the full age of majority of the Parish of East Baton Rouge, Louisiana (hereinafter referred to as "CONSULTANT").

1.

Presidents hereby assign to Consultant and request Consultant to perform and provide professional legislative services involving the 2003 Regular and Special Sessions of the Louisiana Legislature, and matters related thereto, as may be necessary to represent the interests of the St. Charles Parish, St. John the Baptist Parish, St. James Parish, and Ascension Parish Governments.

2.

Consultant agrees to provide the following services:

- A. Monitor proposed legislation and advise the Parishes as to Bills which might affect the Parishes' business, either negatively or positively;
- B. Transmit to legislators information provided by the Parishes as to the affects of proposed legislation on the Parishes' business; and to solicit help on behalf of the Parishes regarding matters pertaining to department rules and regulations;
- C. Seek, by proper and ethical means, to convince legislators of the correctness of the Parishes' Bills;
- D. Appear before legislative committees to present argument on Bills affecting the Parishes;

- E. Assist representative of the Parishes in committee appearances and individual meetings with legislators;
- F. Meet with and provide information to the other state officials whose departments are interested in or affected by proposed Bills in which the Parishes are interested,
- G. Keep the Parishes advised of the status of Bills in which the Parishes' are interested (During the legislative session, a computer printout will be faxed to the Parishes at the end of each week showing the status of each Bill being followed),
- H. As to Bills passed and presented to the Governor for signature, provide information to the Governor and his staff relative to the Parishes' interest and positions;
- I. During the time between regular sessions, monitor proposed legislation, interim committee activities, and actions of relevant regulatory bodies; when feasible and required, attend legislative committee or study group meetings; and meetings of regulatory bodies;
- J. When requested by the Parishes, subject to Consultant's schedule, attend Parish Council meetings, regular or special, to brief Parish Council Members, and provide status reports, when requested, to the Council Chairpersons;
- K. Advise and consult with the Parishes on proposed or needed legislation when requested;
- L. Assist in planning or hosting any social functions for the Legislators.

Consultant is to work under the supervision of and is to report to the Parish President, the Parish Attorney and/or designated representatives of each Parish.

3.

In consideration of the services rendered hereunder, St. Charles Parish agrees to pay Consultant the sum of **Twenty-Four Thousand and No/100ths (\$24,000.00) Dollars** in equal quarterly payments plus approved travel and out of pocket expenses not to exceed **One Thousand and Five Hundred (\$1,500.00) Dollars**. St. James, St. John the Baptist, and Ascension Parishes each agree to reimburse St. Charles Parish one-fourth of the quarterly payments within 30 days of billing.

4.

Consultant agrees to submit quarterly statements. Payment of invoices and monthly statements shall be made by Parish's Finance Department after submittal by Consultant, duly approved by the Parish President or his duly authorized representative. Travel authorized in advance shall be reimbursed at a rate of .325 cents per mile based on odometer readings. Documentation shall be provided for all approved out of pocket expenses.

5.

All information, books, notes, files, documents, data and work product accumulated during or resulting from performance of the work by Consultant set forth herein shall belong to the Parishes, although Consultant may retain copies of or have access to such information at all reasonable times.

At any time during the term of the Contract or any renewal or extension thereof, Consultant, upon written request of the Parish President or upon resolution of the Parish Council, shall turn over and deliver to the Parishes, all original books, records, data, notes, papers, files, equipment, materials and supplies, developed, made, purchased or acquired as the case may be, at any time before, during or after the Contract term, extension or renewal, as a result of the Contract. Upon completion of the Contract, unless otherwise directed in writing by the Parish, Consultant shall turn over and deliver to the Parishes the items described herein.

6.

The Parishes reserve the right and Consultant hereby expressly grants to the Parishes the right, as a condition of this Contract, to inspect and audit all of the Consultant's books, records, papers, files and notes, in written, typed, taped, computer made and stored form, or in any form, pertaining or relating, directly or indirectly, in any manner to the Contract, provided, however, that nothing herein shall apply to personnel files of Consultant or to tax returns of Consultant and its employees. Any such inspection and audit must be completed no later than two years following termination of the Contract or any extension or renewal thereof.

7.

The Contract is in effect for the period commencing on the 1st day of April, 2003 and ending on the 31st day of March, 2004, unless sooner terminated or extended.

8.

Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the Parishes; provided, however, any claims of Consultant for money due or to become due hereunder may be transferred, assigned or pledged to a bank, trust company or other financial institution without such approval. Notice of any such assignment, pledge or transfer shall be furnished promptly to the Parishes.

9.

Either party shall have the right to cancel this Contract, with or without cause, by giving the other party sixty (60) days written notice forwarded to their respective address by certified mail

10.

During the term of this Contract, and any extension or renewal thereof, Consultant or any member of the Consultant's firm shall not knowingly accept, be retained in, associate with, represent any party or participate in any manner in any claim, case or matter adverse to the Parishes Government or any of its political subdivisions, districts boards and commission; provided, however, that such provision shall not apply to a suit by Consultant to recover fees and costs due for services rendered. Should Consultant or any member of Consultant's firm be unable to accept, be retained in, associate with, represent any party or participate in any manner in any claim, case or matter because of a conflict of

interest, Consultant certifies and agrees under sworn affidavit attached hereto, that neither it nor any member of its firm shall accept referral fees or other remuneration for claims, cases or matters referred to another in Consultant's profession who is not a member of or otherwise associated with Consultant's firm. Consultant agrees to furnish the Parishes with a complete list of Consultant's clients and keep said list updated during the term of this Contract or any extensions or renewals.

11.

As a material consideration and condition of this Contract, Consultant consents to the venue of the Twenty-Ninth Judicial District Court for the purposes of litigation and alternative dispute resolution of any and all matters, excluding bankruptcy, pertaining or relating to the Contract. Furthermore, Consultant consents to the application of Louisiana law to the Contract unless otherwise prohibited by law.

12.

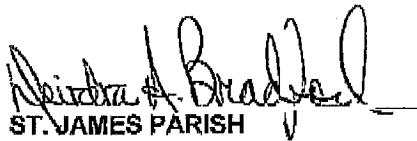
The Parishes may, as needed, direct Consultant to provide additional local governmental and public relations professional services on major issue(s) of interest to the Parishes. If such occasion arises, an additional fee for services will be negotiated on a "per issue" basis or an increase in the contract price. Any additional services shall be agreed upon in writing prior to performance of any services.

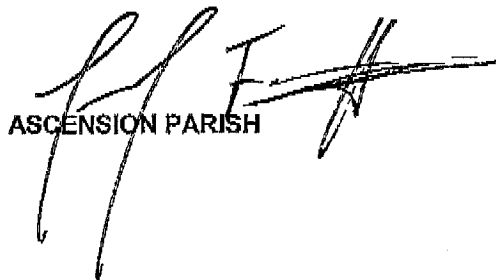
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.


WITNESSES:



ST. CHARLES PARISH

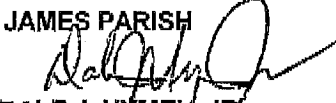

ST. JOHN THE BAPTIST PARISH


ST. JAMES PARISH



ASCENSION PARISH

ST. CHARLES PARISH
BY: 
ALBERT D. LAQUE
PARISH PRESIDENT

ST. JOHN THE BAPTIST PARISH
BY: 
NICKIE MONICA
PARISH PRESIDENT

ST. JAMES PARISH
BY: 
DALE J. HYMEL, JR.
PARISH PRESIDENT

ASCENSION PARISH
BY: 
HAROLD MARCHAND
PARISH PRESIDENT

CONSULTANT
BY: 
SARAH WHALEN
LEGISLATIVE LIAISON