

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
ST. CHARLES PARISH COUNCIL  
AND THE  
ST.CHARLES PARISH LAW ENFORCEMENT DISTRICT

THIS AGREEMENT made this 24th day of September, 1999, by and between ST. CHARLES PARISH, ("PARISH") HEREIN REPRESENTED BY CHRIS A. TREGRE, PARISH PRESIDENT and the ST. CHARLES PARISH LAW ENFORCEMENT DISTRICT, ("SHERIFF") HEREIN REPRESENTED BY GREG CHAMPAGNE.

WHEREAS, it is the intent of both the PARISH and the SHERIFF to provide for and maintain the public safety and quality of life for the residents of St. Charles Parish; and,

WHEREAS, present jail facility, constructed in 1978, is not of a sufficient size to accommodate immediate and long term needs for local inmate capacity; and,

WHEREAS, according to Louisiana R. S. 15:702 and 33:4725, it is the responsibility of the PARISH to provide sufficient jail space to serve the needs of Parish residents; and,

WHEREAS, the SHERIFF possesses the expertise required to provide a secure environment for housing pre-trial and adjudicated inmates; and,

WHEREAS, Louisiana Revised Statutes 39:9010 (D) (1) (a) authorizes Law Enforcement Districts to expend public funds to acquire, construct and maintain jail facilities, in addition to authorization under R. S. 33:1422; and,

WHEREAS, the SHERIFF has undertaken and accomplished the considerable research, analysis and actions to identify the type and size facility needed to satisfy the Correctional Facility requirements of St. Charles Parish, including having negotiated and entered into a "Cooperative Endeavor Agreement" with the Louisiana Department of Public Safety and Corrections ("DOC") to safely house state inmates.

NOW, THEREFORE, THE PARISH AND THE SHERIFF hereby enter into this Intergovernmental Agreement for the purpose of constructing and operating a Correctional Facility for St. Charles Parish, subject to the following:

1. The term of this Agreement is perpetual, but may be terminated or amended at any time, based upon the mutual consent of the parties.

2. The **SHERIFF** shall be solely responsible for the construction, operations and maintenance of the Correctional Facility including any and all services required for the housing of inmates.
3. The **SHERIFF** shall construct, operate and maintain the Correctional Facility in accordance with the "Cooperative Endeavor Agreement" with the DOC as well as all applicable state and federal laws and guidelines.
4. The **SHERIFF** shall defend, indemnify and hold harmless St. Charles Parish from any and all damages and/or claims which may be sustained or arise from the housing of inmates in the Correctional Facility, including but not limited to, damages sustained as a result of the negligence of the St. Charles Parish Sheriff's Office, its agents or employees or as a result of any defect in said facility or the use of the same.
5. The **PARISH** shall pay the **SHERIFF** in the amount of four million dollars (\$4,000,000.00) to help defray the cost of constructing the facility. This amount shall be payable upon the execution of the Agreement.
6. The **PARISH** shall pay the **SHERIFF**, on a monthly basis, for housing local pre-trial prisoners and prisoners sentenced to Parish time in the facility. The amount shall be based upon a daily rate of \$20 per day for each local prisoner housed.

**WITNESSES:**

Valerie R. Bechelet  
Penny P. Ashe

Greg Champagne  
San M. Zinn

**ST. CHARLES PARISH**

By: Chris A. Tregre  
**CHRIS A. TREGRE**  
**PARISH PRESIDENT**

**ST. CHARLES PARISH LAW  
 ENFORCEMENT DISTRICT**

By: Greg Champagne  
**GREG CHAMPAGNE**  
**SHERIFF**