

2021-0186

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. 21-7-8

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for Building Code Plan Review and Inspections.

WHEREAS, in accordance with Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session, and the implementation of the Louisiana State Uniform Construction Code, the Parish Council adopted Ordinance No. 07-3-6 on March 19, 2007; and,

WHEREAS, said code requires Building Code Plan Review and Inspection by state certified officials; and,

WHEREAS, South Central Planning and Development Commission has been performing building inspections for St. Charles Parish since 2010; and,

WHEREAS, it has been determined that the agreement with South Central Planning and Development Commission is in the best interest of the citizens of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and South Central Planning and Development Commission for Building Code Plan Review and Inspections is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to the vote, the vote thereon was as follows:

YEAS: BILLINGS, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE,
BELLOCK, FISHER

NAYS: NONE

ABSENT: FONSECA, FISHER-PERRIER

And the ordinance was declared adopted this 26th day of July, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Marilyn Gullett*

SECRETARY: *Michelle Dupratato*

DLVD/PARISH PRESIDENT: *July 27, 2021*

APPROVED:

DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: *July 28, 2021*

AT: *8:20am*

RECD BY: *[Signature]*

A COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
PARISH OF ST. CHARLES
AND
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

WHEREAS, the Parish of St. Charles and South Central Planning and Development Commission (SCPDC), and surrounding Parishes and Municipalities have met, discussed, analyzed and mutually agreed to partner together to comply with the mandates of Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session, regarding the implementation of the Louisiana State Uniform Construction Code for Louisiana; and

WHEREAS, Article 7, Section 14 of the Louisiana Constitution allows for political subdivisions and/or corporations to enter into cooperative endeavor agreements in order to expend public funds for a public purpose resulting in a benefit to the public; and

WHEREAS, pursuant to the requirements of Act 12 above, the Parish of St. Charles, enacted Ordinance No. 07-3-6 on March 19th, 2007, adopting the new building codes established by the State of Louisiana; and

WHEREAS, discussions had with SCPDC and the Parish Governments of Assumption, St. James, St. John the Baptist, St. Mary, as well as the Village of Napoleonville, Parish of Lusher, Parish of Gramercy, Parish of Golden Meadow, and the Parish of St. Charles were held in an effort to establish the most cost effective and mutually beneficial manner by which compliance with the provisions of Act 12 could best be accomplished and the health, safety and welfare of the citizens from each jurisdiction protected; and

WHEREAS, subsequent to negotiations and discussions, it was mutually agreed upon that the aforementioned Parishes would join together to form the *South Central Regional Construction Code Council* that will function to provide administrative guidance, oversight and building code enforcement activities in order to fulfill the requirements of Act 12; and

WHEREAS, it was further agreed that SCPDC shall serve as the administrative entity responsible for the implementation of the *South Central Regional Construction Code Compliance Program* by providing plan review and inspection services to the participating jurisdictions; and

WHEREAS, the mission of SCPDC is to help its member Parishes and Municipalities to facilitate intergovernmental cooperation for the resolution of governmental planning and development issues; and

WHEREAS, SCPDC has developed in consultation with the respective Parishes and Municipalities a regional plan review and inspection process called the *South Central Regional Construction Code Compliance Program*; and

WHEREAS, the Parish of St. Charles and SCPDC believe that by entering into this agreement, it will serve a valuable public purpose and produce a public benefit commensurate with the costs; and

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

1. South Central Regional Building Code Compliance Program.

A. The South Central Regional Building Code Compliance Program is a program established by SCPDC in order for SCPDC to provide plan review and inspection services in compliance with Act 12. SCPDC shall staff the Compliance Program with a Certified Building Official, plan

C. Notwithstanding any provision of this Agreement to the contrary, if a significant increase in permit volume occurs as a direct result of a natural disaster or other emergency event during the term of this Agreement, SCPDC may request a renegotiation of the estimated annual cost associated with the Agreement, and the Parish shall not unreasonably deny same.

D. In the event of early termination, the parties agree to settle up to the date of termination on any outstanding amount owed for work performed and budgeted purchases that the Parish owes a pro-rata share for such purchases. This provision shall survive termination of this agreement.

5. Indemnification.

A. Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit loss or expense caused thereby.

B. SCPDC agrees to protect, defend, indemnify, save and hold harmless the Parish of St. Charles, its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of SCPDC, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of the Parish of St. Charles, its officers, agents, servants and employees. SCPDC agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

C. The Parish of St. Charles agrees to protect, defend, indemnify, save and hold harmless SCPDC its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of the Parish of St. Charles, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of SCPDC, its officers, agents, servants and employees. The Parish of St. Charles agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

6. Insurance.

SCPDC and the Parish of St. Charles shall procure and maintain, for the duration of this agreement, insurance for directors, officers' liability and insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the parties' obligations as set forth in this agreement.

7. Records/Equipment.

The Parish of St. Charles and SCPDC shall retain records associated with the Compliance Program for a period of not less than five years. All equipment purchased with the grant funds obtained by SCPDC shall remain the property of SCPDC.

8. Term and Termination.

A. The Parish of St. Charles shall participate in the Compliance Program for a term of three years commencing on August 1st, 2021 with the option to continue in the compliance program for successive three (3) year term(s) subject to the same terms and conditions set out in this agreement.

B. The parties may terminate this Agreement by written mutual consent.

C. Either party may terminate this agreement by 30 days prior written notice. Termination by the Parish of St. Charles shall be subject to ratification by the Parish of St. Charles Council.

9. Notice. In the event a claim, action or lawsuit is made against any one of the parties to this agreement, written notice of such claim shall be made to the other party immediately, either

electronically or via the United States Postal System, postage prepaid and properly addressed to the individual and address identified on the signature page to this agreement.

10. Waiver. The waiver by any party to this agreement of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term condition or covenant herein contained.

11. Entire Agreement. This Cooperative Endeavor Agreement reflects the entire agreement of the parties hereto and shall not be altered, changed or modified in any respect, except in writing, signed by both parties.

12. Governing Law. This Cooperative Endeavor Agreement shall be construed under the laws of the State of Louisiana.

13. Section Headings. The section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this agreement nor the intent of any provisions hereof.

14. Covenants Binding. The terms, covenants, agreements and conditions contained in this Cooperative Endeavor Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and proper assigns.

NOW THEREFORE, BE IT RESOLVED, that the Parish of St. Charles, as evidenced by the signature of the Mayor, agrees to the terms and conditions of this Cooperative Endeavor Agreement with SCPDC, for the purpose of implementing and administering the Code Compliance Program on behalf of the Parish of St. Charles and the region on this 2nd day of August, 2021.

SIGNATURES:



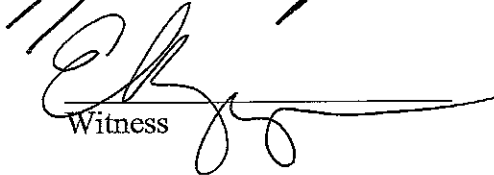
Parish President- Mr. Matt Jewell



Witness



CDO- Kevin Belanger



Witness