

Ord.

2016-0171

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

ORDINANCE NO. 16-5-2

An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the Sheriff and Law Enforcement District for the provision of security at the St. Charles Parish Courthouse.

WHEREAS, under the provisions of Article VI, Section 20 of the Louisiana Constitution of 1974 and the Local services Law (part VII, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950), a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions; and,

WHEREAS, it is the objective of the PARISH to provide for the security and safety of the employees and visitors to the St. Charles Parish Courthouse; and,

WHEREAS, the St. Charles Parish Council approved Ordinance No. 13-12-10 on December 16, 2013 implementing certain procedures for the security of the St. Charles Parish Courthouse; and,

WHEREAS, the St. Charles Parish Council approved Ordinance No. 14-9-7 on September 2, 2014 approving and authorizing an Intergovernmental Agreement with the Sheriff and Law Enforcement District for the provision of security at the St. Charles Parish Courthouse effective September 3, 2014 until June 30, 2015; and,

WHEREAS, said Agreement was renewed by written agreement of both parties for additional term effective July 1, 2015 until June 30, 2016; and,

WHEREAS, the SHERIFF is willing to continue to provide staff to the Parish on behalf of the DISTRICT and the PARISH shall provide the necessary equipment and space necessary.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Agreement between St. Charles Parish and the Sheriff and Law Enforcement District for the provision of security at the St. Charles Parish Courthouse is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF

And the ordinance was declared adopted this 2nd day of May, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 5/3/16

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 5/3/16

AT: 4:00pm RECD BY: [Signature]

STATE OF LOUISIANA
PARISH OF ST. CHARLES

INTERGOVERNMENTAL AGREEMENT
BETWEEN
ST. CHARLES PARISH COUNCIL
AND
SHERIFF AND LAW ENFORCEMENT DISTRICT
ST. CHARLES PARISH, LOUISIANA

This Agreement made and entered into on this 9 day of MAY, 2016 by and between the following Parties:

ST. CHARLES PARISH COUNCIL, a political subdivision of the State of Louisiana, herein represented by Parish President Larry Cochran, hereinafter sometimes referred to as the PARISH, and

SHERIFF, Parish of St. Charles, State of Louisiana, herein represented by the duly elected SHERIFF, Greg Champagne, hereinafter referred to as SHERIFF.

WHEREAS, under the provisions of Article VI, Section 20 of the Louisiana Constitution of 1974 and the Local services Law (part VII, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950), a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions; and,

WHEREAS, it is the objective of the PARISH to provide for the security and safety of the employees and visitors to the St. Charles Parish Courthouse, and

WHEREAS, the St. Charles Parish Council approved Ordinance 13-12-10 on December 16, 2013 implementing certain procedures for the security of the PARISH Courthouse; and,

WHEREAS, the SHERIFF is willing to provide staff to the Parish on behalf of the DISTRICT and the PARISH shall provide the necessary equipment and space necessary; and,

WHEREAS, all things necessary or proper to render this Agreement ("Agreement") a valid and binding obligation of the DISTRICT and SHERIFF have been done, and the signing, sealing, execution and delivery thereof has been in all respects duly authorized;

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

ARTICLE I
RESPONSIBILITY OF PARISH

1.1 In order to maintain the security of the Courthouse within St. Charles Parish, the PARISH agrees to:

1.1.1 Designate in writing a person to act, as the PARISH'S representative with respect to the services to be rendered under this agreement. Such person shall have complete authority for coordination with the SHERIFF and to transmit and receive information, on behalf of the PARISH.

- 1.1.3 Maintain all equipment deemed necessary by the Courthouse Security Committee.
- 1.1.4 Provide office space and equipment for the necessary personnel to conduct surveillance of the Courthouse security system.
- 1.1.5 Be responsible for the cost of naming the PARISH as an additional insured on the operator's liability insurance policy, if or when carried by the SHERIFF.
- 1.1.6 Pay the SHERIFF an annual fee of \$216,000.00 prorated on a monthly basis toward the personnel cost to perform the duties contained in this agreement during normal operating hours of the St. Charles Parish Courthouse as set by the Courthouse Security Committee. Pay the SHERIFF an annual fee of \$40,000.00 prorated on a monthly basis toward the personnel cost to perform the duties contained in this agreement during meetings occurring after normal operating hours of the St. Charles Parish Courthouse as set forth in the annual meeting calendar provided by the Council Secretary. Pay the SHERIFF an hourly rate of \$44.05 per deputy as deemed necessary to provide security for specially scheduled meetings in addition to those contained in the aforementioned annual payments. The amounts may be increased by mutual written agreement of both parties and sufficient allocations within the PARISH annual budget.

ARTICLE II RESPONSIBILITY OF SHERIFF

- 2.1 In order to maintain the security of the St. Charles Parish Courthouse as provided by the Courthouse Security Committee, the SHERIFF agrees to:
 - 2.1.1 Designate in writing a person to act, as the SHERIFF'S representative with respect to the services to be rendered under this agreement. Such person shall have complete authority for coordination of SHERIFF services with the PARISH and to transmit and receive information, on behalf of the SHERIFF.
 - 2.1.2 Provide the necessary security personnel to provide the level of security as established by the Courthouse Security Committee to fulfill the terms of this agreement.
 - 2.1.4 Establish, in writing, standard operating procedures in accordance with instructions furnished and approved by the Courthouse Security Committee. Monitor operating personnel to assure that said procedures are being followed.
 - 2.1.5 All Courthouse Security employees remain deputies of the St. Charles Parish Sheriff's Office and shall abide by the rules and regulations of the Sheriff of St. Charles Parish. The PARISH shall incur no liability including workman's compensation or any other employee benefit.

ARTICLE III INDEMNIFICATION

- 3.1 Each Party shall indemnify, defend, and hold harmless the other party against any and all claims, demands, suits, judgments of sums of money to any party accruing against the other party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act of omission, or the operation of the party, his agents, servants or employees, while engaged in, or about, or in connection with, the discharge of performance of the services to be done or performed by the party hereunder.

ARTICLE V INSURANCE

- 4.1 Each Party shall secure and maintain at his expense such insurance that will protect him and the other party from claims of bodily injury, death or property damage which may arise from the performance of services under this Agreement. Each Party shall also secure and maintain a Comprehensive General Liability (CGL) Policy to protect from any injury, death or property damage with limits not less than One Hundred Thousand Dollars (\$100, 000.00) for one person, and not less than Five Hundred Thousand Dollars (\$500, 000.00) for any one occurrence. The insurance for property damage shall be in the minimum amount of Fifty Thousand Dollars (\$50, 000.00) for each accident.
- 4.2 In lieu thereof, each Party may carry One Million Dollars (\$1,000,000.00) combined Single Limit (CSL) Policy with at least a Two Million (\$2,000,000.00) aggregate.
- 4.3 Each policyholder will endorse Contractual Liability to protect the other party from the comprehensive general liability assumed under this agreement.
- 4.4 Each Party shall have endorsed to all policies Waivers of Subrogation, a 30-Day Notice of Cancellation and the respective parties listed as Additional Insured.
- 4.5 All policies of insurance shall be with a carrier that is no less than A-VIII Best rating.

ARTICLE V DURATION OF AGREEMENT

- 5.1 It is agreed by the parties hereto, that to allow for provision of adequate security of the St. Charles Courthouse, the terms of this agreement shall commence on the effective date of this agreement, and shall remain in full force and effect until December 31, 2017 and can be renewed for additional annual terms upon written agreement of both parties.

ARTICLE VI TERMINATION

- 6.1 This agreement may be terminated by mutual consent of the parties hereto.

ARTICLE VII
PLEDGE OF COOPERATION

- 7.1 The parties hereto pledge their mutual cooperation in complying with the terms of the Agreement, all to the end that the health and welfare of the visitors and employees of the St. Charles Parish Courthouse shall be promoted and that the security needs of said visitors and employees may be satisfactorily met.

ARTICLE VIII
SEVERABILITY

- 8.1 In the event any one or more provisions of this Agreement is for any reason held to be illegal or invalid, illegality or invalidity shall not affect any other provision hereof, but, the Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provisions enacted after the date of this Agreement, that validates or makes legal any provision hereof shall be deemed to apply hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by their hereunder-signed officers each in the presence of the undersigned two competent witnesses in the Parish of St. Charles, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole, in various counterparts.

Witnesses:

Ro S. Sullivan

[Signature]

[Signature]

Supria Knein

St. Charles Parish
State of Louisiana

By: [Signature]

Larry Cochran, Parish President

Sheriff and Law Enforcement District
Parish of St. Charles
State of Louisiana

By: [Signature]

Greg Champagne, Sheriff