

Reso.

2007-0189

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

RESOLUTION NO. 5446

A resolution to approve and authorize the execution of an Inter-Governmental Agreement with the Department of Public Safety & Corrections, to assist with funding to set up a construction code enforcement office to comply with the Louisiana State Uniform Construction Code.

WHEREAS, the Louisiana State Legislature, by Act 12 of the First Extraordinary Session of 2005, enacted the Louisiana State Uniform Construction Code; and,

WHEREAS, the Louisiana State Legislature has appropriated funding to assist in the implementation of said Construction Code for which St. Charles Parish has been awarded \$192,800.00; and,

WHEREAS, it is the desire of the Parish Council to approve said Inter-Governmental Agreement and authorize its execution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve the Inter-Governmental Agreement between the Department of Public Safety & Corrections, Public Safety Services of the State of Louisiana, and St. Charles Parish.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute said Inter-Governmental Agreement and any and all documents necessary to access said Grant funds.

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

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
BLACK, DUHE, MINNICH
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 18th day of June, 2007, to become effective five (5) days after publication in the Official Journal.

Intergovernmental Agreement with the Dept of Public Safety and Corrections - LA State Uniform Construction Code

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 19, 2007
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Albert D. Laque
RETD/SECRETARY: June 19, 2007
AT: 3:22 pm RECD BY: [Signature]

RFMB # 655088

418-700072

**STATE OF LOUISIANA
INTER-GOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this 18th of June, 2007 by and between the Department of Public Safety & Corrections, Public Safety Services of the State of Louisiana, hereinafter referred to as the "State", and St. Charles Parish officially domiciled at P.O. Box 302, Hahnville, LA 70057 hereinafter referred to as "Jurisdiction."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in inter-governmental agreements with each other ...; "and

WHEREAS, the agency desires to cooperate with the Jurisdiction in the implementation of the Project as hereinafter provided;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Agreement:

Goals/Objectives

The goals and/or objectives of this agreement are to assist local jurisdictions with funding to set up a construction code enforcement office. Jurisdiction hereby agrees to expend funds in the amount of \$192,800.00 in the categories as listed under deliverables.

Deliverables

| | |
|---------------------------------------|--------------|
| Category A: Software/Hardware | \$ 60,000.00 |
| Category B: Training | \$ 40,000.00 |
| Category C: Office Facilities | \$ 10,800.00 |
| Category D: Office Equipment | \$ 16,000.00 |
| Category E: Vehicles (2) | \$ 36,000.00 |
| Category F: Administration/Management | \$ 30,000.00 |

*See Attached Expenditure Category Summary

Methods used to measure and determine contact performance:

Completion of documentation necessary to reconcile expenditures.

Monitoring Plan:

Review of documentation and the reasonableness associated with the agreement deliverables.

Payment Terms

In consideration of the categories described above, State will advance payment to the Jurisdiction in the amount of \$192,800.00. Jurisdiction will be required to submit documentation on a

monthly basis outlining the expenditures to date not to exceed the award amount made in accordance with the categories listed above. The attached expenditure reporting form should be utilized for that purpose. All expenditures in the travel category shall be in accordance with the Division of Administration Policy and Procedure Memorandum 49 (The State General Travel Regulations).

All funds related to this award must be expended by December 15, 2007 with the final report documenting these expenditures to the Department by December 31, 2007. In addition, any unexpended funds or funds expended outside of the approved categories shall be returned to the Department by December 31, 2007.

These expenditure forms and accompanying documentation should be sent to the following address:

Department of Public Safety
Undersecretary's Office
P.O. Box 66614
Baton Rouge, LA 70896
Attn: Danielle LeBouef

Third Party Providers

Jurisdiction understands and agrees that if Third Party Providers are utilized for code enforcement services, that these services shall only be used on a temporary basis until the Jurisdiction can hire a permanent building code enforcement employee. For purposes of receiving funds under a "salary" category, salaries cannot be used for Third Party Providers who will be utilized on a permanent basis. Any money received for salaries that are used to fund Third Party Providers on a permanent basis must be paid back to the State.

Taxes

Jurisdiction hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Jurisdiction's obligation and identified under Federal tax identification number 72-6001208.

Termination Clause

The State may terminate this Agreement for cause based upon the failure of the Jurisdiction to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Jurisdiction written notice specifying the Jurisdiction's failure. If within thirty (30) days after receipt of such notice, the Jurisdiction shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Jurisdiction in default and the Agreement shall terminate on the date specified in such notice. The Jurisdiction may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Jurisdiction shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

The State may terminate the Agreement at any time by giving thirty (30) days written notice to the Jurisdiction. The Jurisdiction shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents and other material delivered or transmitted to Jurisdiction by State shall remain the property of State, and shall be returned by Jurisdiction to State, at Jurisdiction's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Jurisdiction in connection with the performance of the services herein shall become the property of State, and shall, upon request, be returned by Jurisdiction to State, at Jurisdiction's expense, at termination or expiration of this agreement. However, any equipment, furniture, vehicles, computers, supplies and all other related items acquired by the Jurisdiction with the Aid to Local Government funds, shall become the property of the jurisdiction and will remain the property of the jurisdiction after the termination or expiration of this agreement. Furthermore, the jurisdiction is solely responsible for the maintenance, repair and insurance, whichever applicable, to any property they acquire with the Aid to Local Government funds.

Nonassignability

No Jurisdiction shall assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Jurisdiction from assigning his bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

Auditors Clause

It is hereby agreed that the DPS and/or Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Jurisdiction which relate to this agreement.

Term of Agreement

This agreement shall begin on June 18, 2007 and shall terminate on December 31, 2007.

Fiscal Funding

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the

agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

The Jurisdiction agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Jurisdiction agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Jurisdiction agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Eligible Expenditures

Any eligible expenditures made from December 15, 2006 (funding appropriated) to the effective date of this agreement may be submitted and considered for reimbursement.

Any act of discrimination committed by Jurisdiction, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of _____.

WITNESSES SIGNATURES:

Barbara Jean Tucker
Valerie Berthelet

By: Albert D. Laque
Albert D. Laque Parish President
Jurisdiction Representative

WITNESSES SIGNATURES:

Doreen L. Boudreaux
Katli Ryland

DEPARTMENT OF PUBLIC SAFETY &
CORRECTIONS, PUBLIC SAFETY SERVICES

By: Jill P. Boudreaux
Jill P. Boudreaux, Acting Undersecretary

AUG 23 2007

Susan Smith

St. Charles Parish
Code Enforcement Office
Budget

| | |
|--|--------------|
| 1 Software/Hardware | \$ 60,000.00 |
| This category includes the purchase of software for tracking of permits and inspections; purchase of two (2) scanners for plan review and the purchase of four (4) PC/laptops for office field data entries relative to permit/inspection tracking | |
| 2- Training | \$ 40,000.00 |
| Training for eight (8) district employees | |
| 3- Office Facilities | \$ 10,800.00 |
| 4- Office Equipment | \$ 16,000.00 |
| This category includes miscellaneous office equipment, cameras, tools, furniture, file cabinets, etc. | |
| 5- Vehicles | \$ 36,000.00 |
| This category includes funds for the purchase of two (2) vehicles. | |
| 6- Administration/Management | \$ 30,000.00 |
| This category includes general startup (internet based Setup) | |
| Total | \$192,800.00 |