

*Order*

**2007-0384**

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. 07-12-23**

An ordinance to approve and authorize the execution of an Intergovernmental Agency Agreement with the Department of Public Safety and Corrections, Public Safety Services, Office of State Fire Marshall for certain Plan Review Services in accordance with the Louisiana State Uniform Construction Code.

**WHEREAS,** the Louisiana State Legislature enacted the State Uniform Construction Code at its First Extraordinary Session of 2005, Act 12, and,

**WHEREAS,** said Act mandated that St Charles Parish implement the State Uniform Construction Code; and,

**WHEREAS,** the State Fire Marshall's Office has agreed to provide Plan Review of certain structures; and,

**WHEREAS,** it is the desire of the Parish to have this service available to building permit applicants.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Intergovernmental Agency Agreement by and between the Department of Public Safety and Corrections, Public Safety Services, Office of State Fire Marshall and St. Charles Parish is hereby approved.

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

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

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

And the ordinance was declared adopted this 17<sup>th</sup> day of December, 2007, to become effective five (5) days after publication in the Official Journal

2007-0384 Contract State Fire Marshall

CHAIRMAN. *[Signature]*

SECRETARY *[Signature]*

DLVD/PARISH PRESIDENT December 18, 2007

APPROVED

DISAPPROVED

PARISH PRESIDENT *[Signature]*

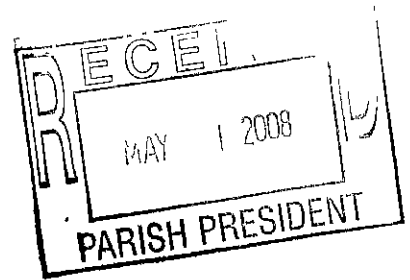
RETD/SECRETARY 12-18-07

AT 3:45 pm

RECD BY *[Signature]*

STATE OF LOUISIANA

INTERGOVERNMENTAL AGENCY AGREEMENT



THIS INTERGOVERNMENTAL AGENCY AGREEMENT, made and entered into this 31<sup>st</sup> day of March, 2008 by and between the **Department of Public Safety and Corrections, Public Safety Services, Office of State Fire Marshal, division of Code Enforcement and Building Safety**, of the State of Louisiana, 8181 Independence Blvd., Baton Rouge, Louisiana, 70806 hereinafter referred to as the "**Department**", and St. Charles Parish, hereinafter referred to as the "**Local Jurisdiction**", officially domiciled at 15045 River Road, Hahnville, LA 70057 (enter address including city, state and zip code), represented herein by Albert D. Laque (enter name of representative and official title), as per Ordinance No. 07-12-23 (enter resolution or ordinance information), a certified copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Department desires to cooperate with the Local Jurisdiction as hereinafter provided;

WHEREAS, the public purpose is described as ensuring compliance with the Louisiana State Uniform Construction Code;

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

**Scope of Services**

The Office of State Fire Marshal will provide plan review of structures submitted in accordance with LRS 40:1574 for compliance with the applicable requirements of the Louisiana State Uniform Construction Code as prescribed by R.S. 40:1730.28(A) and as required by Act 12 of the 2005 First Extraordinary Session of the Louisiana Legislation and as amended thereafter. Structure, as defined by LRS 40:1573, means any building or structure of any nature or kind whatsoever except the interior of a single private dwelling or duplex

Services provided shall include, but are not limited to, review of construction documents, as submitted by the applicant and transmittal of the plan review letter to the applicant and the Local Jurisdiction

**Payment Terms**

In consideration of the services described above, the Department will collect a fee in advance from the applicant on behalf of the Local Jurisdiction. The owner of the project or his representative who submits the plans and specifications shall pay to the Department a plan review or document fee based on the fee schedule provided as Attachment "A" of this agreement, per individual service performed. No review will be conducted until and unless the fee is paid.

**Indemnification and Limitation of Liability**

In accordance with R.S. 40:1730.23(C), the performance of services referenced in Section 1.0 of this agreement shall not constitute or be construed as a warranty or guarantee by the Office of State Fire Marshal as to durability or fitness, or as a warranty or guarantee by the Office of State Fire Marshal that the building, or any material, equipment, method or type of construction used therein is or will be free from defects, will perform in a particular manner, is fit for a particular purpose, or will last in any particular way.

Services provided by the Office of State Fire Marshal shall in no way permit and/or authorize any omissions or deviations of specific requirements of the adopted codes, rules and regulations in accordance with R.S. 40:1730.

The Office of State Fire Marshal will not be responsible for field inspections to assure workmanship that is in accordance with the services performed, unless agreed upon as an additional scope of services.

The performance or non-performance of any procedure by the Office of State Fire Marshal shall be subject to the provisions of R.S. 9:2798.1.

**Termination Clause**

The Local Jurisdiction may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Office of State Fire Marshal to comply with the terms and conditions of this agreement; provided that the Local Jurisdiction shall give the Office of State Fire Marshal written notice specifying the Office of State Fire Marshal's failure and a reasonable opportunity for the Office of State Fire Marshal to cure the defect.

**Termination for Convenience**

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

**Nonassignability**

Local Jurisdiction shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the Department. This provision shall not be construed to prohibit the Local Jurisdiction from assigning its 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 Department.

**Remedies for Default**

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA - R.S 39:1524 – 1526.

**Auditors Clause**

It is hereby agreed that the 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 Local Jurisdiction which relate to this agreement.

**Term of Agreement**

This agreement shall begin on January 1, 2008 and shall terminate on December 31, 2010 or as otherwise provided for in this agreement.

**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.

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 31<sup>st</sup> day of March, 2008.

WITNESS' SIGNATURE:

Barbara Jacob Tucker  
Witness Signature

Barbara Jacob Tucker  
Printed Witness Name

LOCAL OFFICIAL'S SIGNATURE:

By: Albert D. Laque

Albert D. Laque  
Printed Name and Title of Official  
And Name of Local Jurisdiction

WITNESS' SIGNATURE:

Danielle LeBout  
Witness Signature

Danielle LeBout  
Printed Witness Name

By: Jill Boudreaux  
Jill Boudreaux, Acting Undersecretary  
on behalf of the Department of Public  
Safety & Corrections

**ATTACHMENT "A"**

State of Louisiana, Department of Public Safety and Corrections  
Office of the State Fire Marshal Code Enforcement and Building Safety

**Louisiana State Uniform Construction Code (LSUCC) Plan Review Fee Schedule**

<b>Occupancy</b>	<b>Gross Square Footage</b>	<b>LSUCC Review Fee</b>
<b>ASSEMBLY</b>  Groups A-1, A-2, A-3, A-4, A-5	0 - 2500	\$280.00
	2,501 - 4,500	\$420.00
	4,501 - 10,000	\$1,015.00
	10,001 - 50,000	\$1,501.00
	50,001 - 100,000	\$1,960.00
	100,001 and over	\$1,960.00 + .01/sqft over 100,000sqft
<b>EDUCATIONAL or DAYCARE</b>  Groups E, I-4	0 - 5,000	\$280.00
	5,001 - 10,000	\$420.00
	10,001 - 30,000	\$615.00
	30,001 - 80,000	\$1,105.00
	80,001 - 150,000	\$1,595.00
	150,001 and over	\$1,595.00 + .01/sqft over 150,000sqft
<b>HEALTH CARE, INSTITUTIONAL, or DETENTION</b> (Includes Limited Care/Assisted Living facilities)  Groups I-2, I-3	0-2,000	\$280.00
	2,001-5,000	\$510.00
	5,001-10,000	\$765.00
	10,001-20,000	\$1,015.00
	20,001-30,000	\$1,015.00
	30,001-50,000	\$1,995.00
	50,001-100,000	\$2,485.00
	100,001 and over	\$2,485.00 + .02/sqft over 100,000sqft
	New High rise	\$2,485.00 + .02/sqft over 100,000sqft

HOTELS, DORMITORIES, APARTMENTS, LODGING or ROOMING HOUSES, RESIDENTIAL BOARD AND CARE FACILITIES  Groups R-1, R-2, R-3, R-4, I-1	0-2,500	\$280 00
	2,501-10,000	\$420 00
	10,001-30,000	\$1,015.00
	30,001-80,000	\$1,505 00
	80,001-150,000	\$1,995 00
	150,001 and over	\$1,995.00 + .01/sqft over 150,000sqft
	New High rise	\$1,995.00 + .01/sqft over 150,000sqft
BUSINESS or MERCANTILE  Groups M, B	0-3,000	\$280.00
	3,001-10,000	\$420 00
	10,001-30,000	\$580 00
	30,001-50,000	\$860 00
	50,001-150,000	\$1,105 00
	150,001 and over	\$1,105 00 + .01/sqft over 150,000sqft
	New High rise	\$1,105 00 + .01/sqft over 150,000sqft
INDUSTRIAL or STORAGE  Groups F-1, F-2, S-1, S-2, U	0-10,000	\$280.00
	10,001-20,000	\$420 00
	20,001-50,000	\$580 00
	50,001-100,000	\$720.00
	100,001 and over	720 00 + .01/sqft over 100,000sqft
HIGH HAZARD  Groups H-1, H-2, H-3, H-4, H-5	0-2,000	\$440 00
	2,001 and over	\$440.00 + .030/sqft over 2,000sqft

**Notes:**

1. Fee applies to the primary occupancy class of the building, but includes square footage for the total building, even where composed of separate occupancy classes, incidental uses or accessory uses.
2. Only one complete set of plans and specifications are required to be submitted to this office for review.