

Ord

**2017-0207**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO.** 17-7-3

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: HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO, WOODRUFF, FLETCHER

And the ordinance was declared adopted this 10<sup>th</sup> day of July, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrill D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: [Signature] RECD BY: [Signature]

A COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

ST. CHARLES PARISH

AND

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

WHEREAS, the St. Charles Parish 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, St. Charles Parish, enacted Ordinance No. 07-3-6 on March 19, 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. Charles, St. Mary, Lafourche, and Terrebonne, as well as the Village of Napoleonville, Town of Lutcher, Town of Gramercy, Town of Golden Meadow and the Town of Lockport, 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 jurisdictions 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, St. Charles Parish 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 examiners, building inspectors, and all clerical and accounting personnel necessary to carry out the daily functions of the Compliance Program. All employees of the Compliance Program shall work under the direction of SCPDC and with guidance from the South Central Regional Construction Code Council.

B. St. Charles Parish shall accept permit applications accompanied by all information required by the "Checklist of Documents to be Submitted" as prepared by SCPDC. Upon receipt by SCPDC, the certified plan examiner will review the submitted plans and permit application for compliance with Act 12 and other applicable building code laws and ordinances. Should SCPDC require additional information or plan revisions prior to certifying that the plans comply with Act 12, SCPDC shall contact the applicant directly. Upon receipt of plans and applications certified in compliance with Act 12 by the Certified Building Official or other designees of the Certified Building Official, St. Charles Parish may issue the necessary permit.

C. In accordance with established procedures of the Compliance Program, SCPDC is responsible for scheduling required inspections with the applicant during construction. All inspections shall be carried out within one (1) business day of request for inspection with the exception of emergency inspections, which shall be carried out immediately by the on-call inspector. Inspections carried out by SCPDC shall include but shall not be limited to open slab, open wall and roof, finish wall and certificate of occupancy inspections. Inspectors shall report back to a central database with the results of inspections. Copies of the inspection reports shall be sent to St. Charles Parish and to the applicant designated locations. Upon satisfactory final inspection, the Chief Building Official shall notify St. Charles Parish and authorize issuance of the Certificate of Occupancy.

2. South Central Regional Construction Code Council.

St. Charles Parish agrees to actively participate in the South Central Regional Construction Code Council (Code Council). The Code Council membership shall consist of each of the chief elected Parish officials or his/her designated Parish official and the Chief Executive Officer of SCPDC or his designee. Each chief elected Parish Official shall declare his designee in writing to SCPDC. The Code Council shall provide administrative oversight and an appeals forum for the Compliance Program. The Code Council shall meet quarterly or as otherwise established in order to properly conduct business. The Code Council shall adopt Rules and Procedures to implement its administrative oversight and appeals functions.

3. Permit Fees

A. St. Charles Parish shall collect fees from the applicants upon application for permits. St. Charles Parish shall have the sole authority to determine the charge applied for each application in accordance with the fee schedules established in the St. Charles Parish ordinances.

4. Consideration

In consideration of the services performed by SCPDC under this agreement, Parish shall pay to SCPDC its pro-rata share of SCPDC's building and plan review budget for the Compliance Program (hereinafter the "Budget"). The parties agree that the Parish's pro-rata share for the remainder of 2017 beginning on August 1, 2017 is One hundred fifty-five thousand, seven hundred and sixty-two dollars and fifteen cents (\$155,762.15) and the pro-rata share for subsequent years will be determined annually. The budget and the pro-rata share for the following calendar year will be submitted by July 31 of the previous year. The pro-rata share will be paid as follows:

A. For the remainder of 2017 starting on August 1, 2017, Parish shall advance to SCPDC five (5) equal monthly payments in the amount of \$31,152.43 each. The payments for 2018 and beyond will be determined by the approved budgets and pro-rata share calculations.

B. SCPDC shall provide Parish with access to SCPDC's general ledger and quarterly reports of Budget expenses upon request. Parish shall have the option of inspecting and auditing all data, records and accounts of SCPDC which relate to this Agreement. This audit provision shall survive termination of this Agreement.

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 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 St. Charles Parish, 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 St. Charles Parish, 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 it such claim is groundless, false or fraudulent.

C. St. Charles Parish 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 St. Charles Parish, 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. St. Charles Parish 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 it such claim is groundless, false or fraudulent.

6. Insurance.

SCPDC and St. Charles Parish 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. Minimum insurance requirements are found in Addendum 1, which is attached and incorporated herein.

7. Records/Equipment.

St. Charles Parish 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 shall remain the property of SCPDC.

8. Term and Termination.

- A. The term of this Agreement shall be for one (1) year, commencing on August 1, 2017 with three (3) successive options to renew for one (1) year terms, on the same terms and conditions set out in this agreement.
- B. Either party may terminate this agreement by 30 days prior written notice.

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.

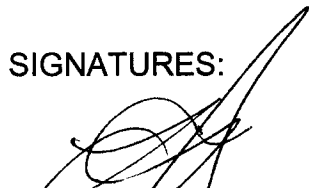
The section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof.

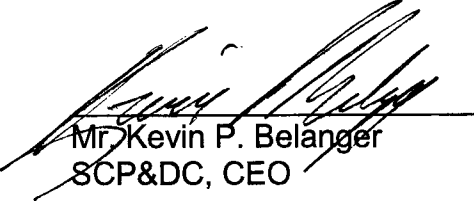
14. Covenants Binding.

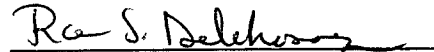
The terms, covenants, agreements and conditions contained in this Cooperative Endeavor Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and proper assigns.

**NOW THEREFORE, BE IT RESOLVED**, that St. Charles Parish, as evidenced by the signature of the Parish President below, 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 St. Charles Parish and the region on this 21<sup>st</sup> day of July, 2017.

SIGNATURES:

  
\_\_\_\_\_  
Mr. Larry Cochran  
St. Charles Parish, Parish President

  
\_\_\_\_\_  
Mr. Kevin P. Belanger  
SCP&DC, CEO

  
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Witness

  
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