



# ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

AMENDMENT NO. 1  
TO  
A COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
ST. JOHN THE BAPTIST PARISH  
AND  
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, INC.

This AMENDMENT NO. 1 ("Agreement"), is made and entered into effective as of this 28<sup>th</sup> day of AUGUST, 2018 (the "Effective Date"), by and among the following parties:

ST. JOHN THE BAPTIST PARISH COUNCIL (hereinafter referred to as "Parish"), a political subdivision of the State of Louisiana, herein appearing by and through Natalie Robottom, Parish President, duly authorized and South Central Planning and Development Commission, (hereinafter referred to as SCPDC), represented herein by and through Kevin Belanger, its Chief Executive Officer, duly authorized.

#### RECITALS

**WHEREAS**, St. John the Baptist Parish and South Central Planning and Development Commission (SCPDC) joined together pursuant to Code 1988 Section, 20:50 Ordinance of January 20, 1972; and

**WHEREAS**, Parish, 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 provides, "[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United states or its agencies, or with any public or private association, corporation, or individual"; and

**WHEREAS**, pursuant to the requirements of Act 12 above, Parish enacted Ordinance No. 07-09 on February 27, 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 and Terrebonne, as well as the Village of Napoleonville, Town of Litcher, 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**, the current payment plan for which SCPDC is paid for its services requires a percentage of the permit fee charged and collected by Parish to be paid to SCPDC; and

**WHEREAS**, the parish presidents and governing authorities participating in the Code Compliance Program have determined that it is necessary to provide a specific budget amount with known revenues in order to sustain the Code Compliance Program in its current form; and

**WHEREAS**, it has been determined that a new monthly payment plan is needed in order to sustain the level of services for which SCPDC is obligated to perform and for which the Parish desires; and

**WHEREAS**, Parish and SCPDC agree that it is necessary and proper to change the terms of Consideration to be paid to SCPDC for the services it provides to the Parish through the Code Compliance Program; and

**WHEREAS**, the change in the Consideration to be paid is from the current percentage based method of permit fees charged and collected by Parish to a specific monthly dollar amount, said amount based on the population of participating governmental entities in the Code Compliance Program, and past plan review and inspections performed by SCPDC in Parish; and

**WHEREAS**, Parish reasonably expects to use the services of SCPDC as outlined hereinbelow on a regular basis throughout a budgetary year and through the term of this Agreement; and

**WHEREAS**, Parish has made a determination that the services of SCPDC in providing building code enforcement within the Parish serves the public purpose of providing for the health, safety and welfare of the residents and Parish and is not gratuitous; and

**WHEREAS**, Parish has a reasonable expectation of receiving a benefit or value for the Parish community, as more fully set forth below in detail, that is at least equivalent to or greater than the consideration described in this Agreement; and

**WHEREAS**, 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; specifically, by supporting higher quality construction and a safer built environment;

**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:

**PUBLIC PURPOSE.** The parties agree that the public purpose of this Agreement is to provide for the public health, safety, and welfare of the residents of the Parish through the enforcement and maintenance of reasonable standards of construction in the buildings and other structures within the Parish (See 40:1730.21). That the cost to be paid pursuant to the terms of this Agreement is less than that which the Parish, itself, would expend to maintain and enforce the building regulations as required by La. R.S. 1730.21, et seq.

**PAYMENTS TO SCPDC.** Parish has demonstrable, objective and reasonable expectations of receiving equivalent value in exchange for making payments as outlined hereinbelow by virtue of the Cost Benefit Analysis conducted by Geoffrey T. Stewart, Ph.D. and the expected budget prepared by the Parish for conducting the services to be provided by SCPDC.

1. South Central Regional Building Code Compliance Program.

- A. The South Central Regional Building Code Compliance Program is 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. Rules of Procedure for the South Central Regional Construction Code are attached as Addendum 2.

- B. 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, Parish may issue the necessary permit. Approval by SCPDC verifies compliance with the Louisiana State Uniform Construction Code and does not constitute local permit approval, which is contingent upon (1) additional approvals from agencies including, but not limited to the Health Department, Office of the Fire Marshal, Army Core of Engineers, Levee Boards, and (2) compliance with local and other federal agency regulations including, but not limited to local zoning requirements, Federal Emergency Management Agency (FEMA), and Department of Natural Resources (DNR) requirements.
- C. In accordance with established procedures of the Compliance Program, attached as Addendum 2, 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. SCPDC shall make inspections required by the Louisiana State Uniform Construction Code relative to residential and commercial construction requirements, including, but not limited to electrical, structural, plumbing, energy efficiency, and mechanical inspections. Inspectors shall report back to a central database with the results of inspections. Copies of the inspection reports shall be sent to Parish (i.e. the Service Center at 102 East Airline Highway, LaPlace, LA 70068 and the Administration Building at 1811 West Airline Highway, LaPlace, LA 70068) and to the locations specified by the applicant on their permit application. Upon satisfactory final inspection, the Chief Building Official shall notify Parish and authorize issuance of the Certificate of Occupancy.

## 2. South Central Regional Construction Code Council.

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, which is the Parish President in St. John the Baptist, 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. Rules of Procedure for the South Central Regional Construction Code are attached as Addendum 2 and incorporated into this Agreement.

## 3. Permit Fees.

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

## 4. Consideration.

- A. In consideration of the services performed by SCPDC under this Agreement, for the remainder of 2018 starting on August 1, 2018, Parish shall pay to SCPDC its pro-rata share, detailed in Addendum 3, of SCPDC's building and plan review budget for the Compliance Program (hereinafter the "2018 Budget"), which includes five monthly payments of twenty-seven

thousand, five hundred thirty dollars and eighteen cents (\$27,530.18) for an annual total of one hundred thirty-seven thousand, six hundred fifty dollars and ninety cents (\$137,650.90).

- B. In 2018 the parties agree that Parish shall pay to SCPDC its 2019 pro-rata share, detailed in Addendum 4, of SCPDC's building and plan review budget for the Compliance Program (hereinafter the "2019 Budget"), which includes twelve monthly payments of twenty three thousand three hundred fifty seven (\$23,357) dollars for an annual total of two hundred eighty thousand, two hundred eighty-two (\$280,282) dollars. Years 2020 and beyond will be determined by the approved budgets and pro-rata share calculations.
- C. SCPDC shall provide Parish with access to SCPDC's general ledger and quarterly reports of Budget expenses in advance of each pro rata payment made by Parish. 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.
- D. 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.
- E. 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 Parish owes a pro-rata share for such purchases. This provision shall survive termination of this Agreement.
- F. The Chief Executive Officer of South Central Planning and Development Commission shall submit a budget for the building code compliance program for approval to the South Central Planning and Development Commission Board of Directors no later than July 31 of each year. Upon approval, the pro-rata share is determined by population for the portion of the budget that represents administrative costs not directly related to plan review and inspections. The remainder of the pro-rata share is derived by analysis of the number of plan reviews and inspections that took place in the prior year. The amount derived by population for administrative costs combined with the amount derived based on the number of plan reviews and inspections is combined to determine the total pro-rata share of Parish.
- G. At the end of each fiscal year, any surplus in the Code Compliance Program will be credited to the governmental entities participating in the Code Compliance Program in an amount equal to the percentage of funds each entity contributed to the whole of all funds owed to SCPDC pursuant to the terms of the Cooperative Endeavor Agreement.

#### 5. Term.

Parish shall participate in the Compliance Program for a term of three (3) years 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. At least thirty (30) calendar days before the contract termination date, the Parish shall evaluate the Code Compliance Program to ensure that the services provided, and costs associated therewith remain necessary, continue to further the stated valuable public purpose, and produce the public benefit identified in this Agreement. The findings of the evaluation shall be formally presented to the St. John the Baptist Parish Council at a regularly scheduled Council meeting, whereupon, the Council shall consider re-negotiation, renewal and/or termination of the existing Agreement.

#### 6. Records/Equipment.

Parish shall retain records associated with the Code Compliance Program in accordance with its duly adopted records retention policy. SCPDC shall retain records associated with the Compliance Program for a period of not less than five (5) years from the date the record was created by SCPDC, or the date the record was received by SCPDC. All equipment purchased with the grant funds shall remain the property of SCPDC.

7. Termination.

- A. Either party shall have the right to terminate this agreement by 30 days prior written notice based upon failure of the other party to comply with this Agreement. Termination by Parish shall be subject to ratification by St. John the Baptist Parish Council. Notification of termination by SCPDC shall be made by the Chief Executive Officer pursuant to the authority granted to the Officer as provided by Resolution, a copy of which is attached as Addendum 5.
- B. Either party may terminate this Agreement without cause and without penalty by providing at least sixty (60) days advanced written notice of its intent to terminate.

8. Discrimination Clause.

SCPDC 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 SPCDC agrees to abide by the requirements of the Americans with Disabilities Act of 1990. SCPDC agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by SPCDC, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

9. 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 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. 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. 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 the Parish, its officers, agents, servants, and employees. 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 if such claim is groundless, false or fraudulent.

10. Insurance.

SCPDC and 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.

11. Entire Agreement.

This Cooperative Endeavor Agreement, and all incorporated exhibits attached hereto, reflect 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. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

12. Governing Law.

This Cooperative Endeavor Agreement shall be governed by the laws of the State of Louisiana.

13. Legal Compliance.

The Parish and SCPDC shall comply with all federal, state, and local laws and regulations, including specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

14. 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.

15. 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. In the case of the Parish, notice of such claim, action or lawsuit shall be immediately made by the Parish to all members of the St. John the Baptist Parish Council and to the District Attorney.

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to other party addressed as follows:

Parish Council:

St. John the Baptist Parish  
1801 West Airline Hwy  
LaPlace, LA 70068  
Attn: Parish President  
Natalie Robottom

SCPDC:

South Central Planning and Development Commission  
P.O. Box 1870  
Gray, LA 70359  
Attn: Chief Executive Officer  
Kevin Belanger

16. Section Headings. The section headings herein are inserted only as a matter of convenience and for reference, and do not define, limit or describe the scope of this Agreement nor the intent of any provisions hereof.

17. 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, as evidenced by the signature of the Parish President, 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. John the Baptist Parish and the region on this 20<sup>th</sup> day of AUGUST, 2018.

(SIGNATURE PAGE TO FOLLOW)

WITNESS:

*L Zoomhs*  
*Deanna Scheunayder*

ST. JOHN THE BAPTIST PARISH

BY: *Natalie Robottom*  
Natalie Robottom  
Parish President

WITNESS:

*[Signature]*  
*[Signature]*

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION

BY: *[Signature]*  
Kevin Belanger  
Chief Executive Officer

## Addendum 1

SCPDC and Parish shall each 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 follows.

A. Minimum Limits of Insurance. Maintain limits no less than:

- Professional Liability Coverage (E & O): The limits of this coverage shall be a minimum of \$1,000,000 per loss; \$1,000,000 Aggregate. This requirement shall extend to all professional subcontractors employed by the party. Each party shall provide certification of such insurance and a copy of the policy upon request.
- Commercial General Liability, including contractual coverage, in the minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Utilize the latest Insurance Services Office form covering Commercial General Liability. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. Utilize the latest Insurance Services Office form covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this Agreement, and if the party does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- Workers' Compensation limits as required by the Labor Code of the State in which the party will conduct operations for services rendered in this Agreement and Employer's Liability coverage.
- Cyber Liability (If Applicable): \$1,000,000 Per Claim and Aggregate limits (depending on the services to be provided, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract).

B. Deductibles and Self-Insured Retentions. Each party shall declare any deductibles or self-insured retention.

C. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A-:VI and licensed to do business in Louisiana. This requirement will be waived for workers' compensation coverage only for those whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

D. Verification of Coverage. Each party shall furnish the other with certificates of insurance of its insurance policies affecting coverage required. Each party reserves the right to require complete, certified copies of all required insurance policies at any time.

E. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- Each party, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the insured party; premises owned, occupied or used by the insured party. The coverage shall contain no special limitations on the scope of protection afforded to the additional insured, its officers, officials, employees or volunteers.
- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to additional insured, its officers, officials, employees, Boards and Commissions or volunteers.



- Workers' Compensation and Employer's Liability Coverage – Each party shall waive all rights of subrogation against the other, its officers, officials, employees and volunteers for losses arising from work performed by the insured party.
- F. Subcontractors. The insured party shall cover all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein.

**Addendum 2**  
**SOUTH CENTRAL REGIONAL CONSTRUCTION CODE COUNCIL**  
**Rules of Procedure**

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**SOUTH CENTRAL REGIONAL CONSTRUCTION CODE COUNCIL  
RULES OF PROCEDURE**

**Article 1—General Provisions**

- 1.1. State and Local Statutes, Committee Rules Applicable.** To the extent that they apply, the South Central Regional Construction Code Council, hereinafter referred to as the “Council,” and its members and officers shall be governed by Louisiana State Statutes, Louisiana State Uniform Construction Code Council and other policies of the member governments including the following:
- A. State statutes applying generally to public boards and Committees, members, and officials including:
    - 1. L.R.S. 42:1101-1169, “Louisiana Code of Governmental Ethics;”
    - 2. L.R.S. 42:4.1-12, “Louisiana Open Meetings Law”/Sunshine Law;
    - 3. L.R.S. 44:1 et seq., “Louisiana Public Records Law”.
  - B. Policies and procedures of the member governments, as applicable; and
  - C. The rules of the Council, as set forth herein.
- 1.2. Requirements for Familiarity with the Requirements.** Upon taking office, all members of the Council shall familiarize themselves with these rules and shall be governed thereby in the conduct of Council affairs.
- 1.3. Rules to be Available to the Public.** A certified official copy of the rules of the Council, in current form, shall be available in the Office of the South Central Regional Construction Code Council. Additional copies shall be provided to members of the Council and be made available to the public on request, but the official copy in the Office of the Chief Building Official for the South Central Regional Construction Code Council shall govern. No amendment to these rules shall become effective until incorporated in the official copy.
- 1.4. Location of Offices.** The office of the South Central Regional Construction Code Council shall be in the Office of South Central Planning and Development Commission, located in Gray, Louisiana or alternate site, as designated by the South Central Regional Construction Code Council.
- 1.5. Official Journal.** The official journal of the Council shall be procured through a bidding process.

## Article 2—Membership on the Council

- 2.1.Number.** The Council shall be composed of not less than six (6) members.
- 2.2.Qualifications.** Each member of the Council shall be a management employee of a member parish government.
- 2.3.Appointment, Appointing Authority.** The members of the Council shall be appointed by the Chief Elected Official from each participating parish and one (1) by the Board of Commissioners of South Central Planning and Development Commission.
- 2.4.Terms.** Members of the Council shall serve until the end of the term in office of the appointing Chief Elected Official. Any member of the Council may be removed as provided in Section 2.8.
- 2.5.Compensation.** Members of the Council shall serve without compensation.
- 2.6.Resignations, Generally and by Absence.** When members propose to resign, if reasonably feasible, they shall give notice of their intent to the Chairman and make the date of resignation effective in such a manner as to allow time for appointment of replacement.
- Failure to attend three (3) consecutive regular meetings, without the recorded consent of the Chairman, may be construed as resignation from the Council by absence.
- 2.7.Vacation of Office.** If a member dies or resigns while in office, the Chairman shall promptly notify the Council that a vacancy exists.
- 2.8.Removal for Cause by Appointing Authority.** Causes for the removal of members from the Council shall include malfeasance, misfeasance, or nonfeasance generally, and in particular:
- A. Failure to maintain reasonable familiarity with Program rules affecting the Council, or failure to be governed thereby, as required herein.
  - B. Failure to disclose conflicts of interest for purposes of disqualification when a member has personal or monetary interest in the matter involved, or will be directly affected by a decision of the Council. For purposes of this section, the definition of a conflict of interest shall conform to the provisions contained in the “Code of Governmental Ethics” for the State of Louisiana.
- 2.8.1. Procedures for Removal.** When it comes to the attention of any member of the Council that a possible act of malfeasance, misfeasance, or nonfeasance, as defined herein has or is occurring by a member of the Council, the matter shall be referred to the Chairman for handling. Any member of the council may be removed after a public hearing for inefficiency, neglect of duty, or malfeasance in office.

## Article 3—Officers and Duties

- 3.1.Selection of Officers.** Annually, in the month of March, the Council shall elect a chairman and vice-chairman. If such regular meeting is canceled or a quorum is lacking, the election shall be held within thirty-six (36) days thereafter at a regular meeting or special meeting. If no quorum can be obtained within thirty-six (36) days, the Chairman shall notify the Council, which shall appoint a chairman and vice-chairman to serve until the next regular election in the month of March. The prior chairman and acting chairman shall remain in office until their successors take office at the next regular or special meeting following their election or appointment.

**3.1.1. Succession of Officers.** If the chairman resigns his/her office or becomes no longer a member of the Council, the vice-chairman shall succeed him/her in office for the remainder of the term. If the vice-chairman resigns his/her office, becomes no longer a member of the Council, or succeeds to the chairman's office, a special election shall be held at the next regular meeting of the Council to select a vice-chairman to complete the term.

**3.2. Duties of the Chairman.** The Chairman shall preside at all meetings and hearings. As the presiding officer, the Chairman shall, in accordance with these and other applicable rules, decide all points of procedure or order. The Chairman shall maintain order and decorum, and to that end, may order removal of disorderly or disruptive persons.

The Chairman may delegate specific duties generally to the vice-chairman or may authorize the vice-chairman to perform specific duties, during his/her absence or in case of his/her other disability to perform necessary Council functions in a timely manner.

Subject to the rules and further instructions from the Council, the Chairman shall direct the official business of the Council, supervise the work of the staff as it relates to the affairs of the Council, and request needed assistance from the member parishes.

The Chairman may designate members of the Council to make personal inspections when necessary for the proper consideration of requests, which come before the Council. The Chairman shall report to the Council on all official transactions, which have not otherwise come to the attention of the Council members.

**3.3. Duties of the Vice-Chairman.** In the absence of the Chairman, the Vice-Chairman shall act as the Chairman and have all the powers of the Chairman.

**3.4. Provision for Clerical Staff Assistance.** Staff shall be made available to attend to all correspondence of the Council; send out and cause to be published all required notices; attend all meetings and hearings of the Council; scrutinize all matters to assure compliance with the Louisiana State Uniform Code Council regulations and these rules; compile all required records; maintain the necessary schedules, files, and indexes; and generally perform all clerical work of the Council.

**3.4.1. Minute Book, Minutes a Public Record.** The staff shall maintain a minute book which shall be kept posted to date. In the minute book shall be recorded the Council's proceedings, showing attendance and all absences, with indications as to whether absences were excused or unexcused by the Chairman, any disqualifications of members, the record of its examinations and all other official actions, and the vote of each member voting on Council issues.

**3.5. Provision for Other Staff Assistance.** The Chairman may request the Chief Building Official to assign the appropriate staff to facilitate all other transactions of the Council, as necessary.

#### **Article 4–Subcommittees**

**4.1. Standing Subcommittees.** The Chairman, with the consenting vote of a majority of the members present, may create standing committees needed for the proper functioning of the Council. All record keeping and public notification of meetings shall be in conformity with the provisions regarding the functions of the full Council. Appointment of members shall be by the Chairman, subject to the ratification by the Council.

**4.2. Other Subcommittees.** The Chairman, with the consenting vote of a majority of the members present, may create other special purpose committees to be composed of

interested citizens. All record keeping and public notification of meetings shall be in conformity with the provisions regarding the functions of the full Council.

#### **Article 5–Rules of Procedure**

**5.1.Adoption of Rules of Procedure.** These rules may be adopted by a majority of the Council at any meeting of the Council.

**5.1.1. Amendments to Rules.** These rules may be amended by a majority of the Council, except where such amendment would be contrary to requirements or limitations set by state law, official policy of the member parishes and municipalities, or the Louisiana Recovery Authority program requirements. An amendment may be proposed at any regular meeting of the Council.

**5.2.Robert’s Rules of Order.** Except as otherwise specified herein, parliamentary procedures of the Council during meetings shall be in accordance with the current edition of *Robert’s Rules of Order*.

**5.3.Waiving or Suspending Rules.** A rule of procedure may be suspended or waived at any meeting by majority vote of the Council members present unless such rule is set by state legislation or the official policies and procedures of the member parishes.

#### **Article 6–Conduct of Members**

**6.1.Compliance with Statutes.** All members of the Council, their staff, and associates, shall comply with all applicable local, state and federal statutes.

**6.2.Representation of Applicants Prohibited.** No member of the Council, or its staff, shall represent applicants on matters on which the Council is to make determinations.

**6.3.Conflicts of Interest.** No member of the Council shall participate in any matter before the Council in which he/she has a financial or personal interest in the property or action concerned, or will be directly affected by the decision, or has or believes he/she has any other conflict of interest as defined in the “Code of Government Ethics” for the State of Louisiana. It shall be the responsibility of each Council member to declare any potential conflict of interest. No member of the staff of the Council or of any agency serving the Council shall prepare or present arguments or reports, or attempt to influence decisions of the Council, in any case in which he/she has a similar interest.

**6.3.1. Chairman to be Notified of Conflict of Interest; Actions by the Chairman.** As soon as any Council member, or staff member of any agency serving the Council, becomes aware of any potential conflict of interest in any case to come before the Council, he/she shall notify the Chairman or acting Chairman. Where the Chairman, in consultation with legal counsel finds that conflict clearly exists, the Chairman shall take action as is appropriate.

#### **Article 7–Powers and Duties**

**7.1.Powers and Duties of the Council.** The Council shall have all and only such powers as are delegated to it by the intergovernmental agreement, and shall exercise such powers only in the manner, for the purposes, and in accordance with the procedures set forth therein.

#### **Article 8–Meetings, Hearings**

**8.1.Regular Meetings, Time and Place.** Regular meetings of the Council shall be held at 10 a.m. rotating amongst the member Parishes on the 4th Thursday of each month; provided that such meetings may be held at any other convenient place, date, or time if directed by the Chairman in advance of the meeting.

**8.1.1. Notice of Meetings.** Written public notice of the regular meetings of the Council shall be sent to each member, as well as other persons and agencies requesting notification.

A notice shall also be posted in the offices of the South Central Regional Construction Code Council.

**8.1.2. Notice of Executive Session.** In the event of the calling of an executive session, the meeting notice shall contain a statement of the matters that will be discussed in executive session and specifically citing the court, case number, and the parties relative to any pending litigation to be considered at the meeting; an identification of the parties involved and reasonably identifying the subject matter of any prospective litigation for which formal written demand has been made that is to be considered at the meeting

**8.1.3. Cancellation of Meetings.** If it is apparent that a quorum will be unavailable, any meeting may be canceled and rescheduled by the Chairman by giving notice to all members and the press/media at least twenty-four (24) hours before the time set for such meeting.

**8.2.Special Meetings.** Special meetings for any purpose may be held at the call of the chairman or a majority of the members of the Council. At least twenty-four (24) hours written notice of the time and place of any special meeting shall be given by the Chairman.

**8.3.Recess of Meetings.** Any regular or special meeting may be recessed by the Chairman for not more than ten (10) minutes, provided there is no objection from any Council member.

**8.4.Quorums.** A quorum of the Council shall consist of four (4) members present.

**8.5.All Meetings to be Public.** All meetings of the Council shall be open to the public unless closed pursuant to the provisions set forth in Section 8.7 of this article.

**8.6.Voting.** All votes made by members of the Council shall be viva voce and shall be recorded in the minutes. Each chief elected official shall appoint one (1) person to serve as sole proxy for each member. The South Central Planning and Development Commission Board of Commissioners shall appoint one (1) person to serve as sole proxy for its appointment.

**8.7.Executive Session.** In conducting public business, occasions arise when it is necessary and in the best interest of the Council to meet and discuss certain matters in meetings closed to the general public. The Council may hold executive sessions only upon an affirmative vote, taken at an open meeting for which notice has been given, of two-thirds of its constituent members present. Notice of the executive session shall conform to the provisions contained in Section 8.1.2 of this article. The vote of each member on the question of holding such an executive session and the reason for holding such an executive session shall be recorded and entered into the minutes of the meeting. No final or binding action, however, shall be taken during an executive session.

**8.8.Records Required.** The Council shall keep written minutes for all of their open meetings. The minutes shall contain the following:

- A. Date, time, and place of the meeting;
- B. Members of the Council recorded as being either present or absent;
- C. Substance of all matters decided and, at the request of any member of the Council, a record—by individual member—of any votes taken; and



- D. Any other information that the Council requests be included or reflected in the minutes.

**8.9. Records to be Public.** The Council shall comply with the Louisiana Public Records Law in affording the public the right of access to its public records.

**8.10. Order of Business.** An agenda for each meeting of the Council shall be prepared. The order of business shall be as follows:

***Regular or Special Meetings:***

1. Call to Order;
2. Roll Call;
3. Action on Minutes of Previous Meeting;
4. New Business;
5. Public Hearing;
6. Other Business;
7. Adjournment;

**8.11. Procedures for Public Hearings.** Orderly conduct of public hearings is of paramount importance to the proper and orderly functioning of the Council. The following rules shall apply in relation to conducting public hearings:

- A. At the start of the hearing, the Chairman shall describe the nature of the matter subject to public hearing and request that the applicant present to the Council an explanation of his request.
- B. All persons addressing the Council shall state their name and address for the record prior to making their presentation;
- C. If, in the opinion of the Chairman, there are a substantial number of persons wishing to address the Council on a particular issue, the Chairman may entertain a motion to invoke a time limit for persons wishing to speak.
- D. During the hearing, the Chairman and Council members may ask questions; however, no member should debate or argue an issue with any person addressing the Council or in the audience.
- E. During the hearing, each person shall be allowed to proceed without interruption; all questions and comments shall be addressed to the Chairman.
- F. The Chairman shall preserve decorum and order. To preserve decorum and order, the Chairman shall prohibit the discussion of matters, which are repetitious, redundant, not germane to the matter being heard.

**Article 9—Decisions and Recommendations**

**9.1. Form and Procedure for Decisions.** All decisions of the Council shall be made at a public meeting by motion made and seconded and by a vote of the Council members present. Any member of the Council may request a roll call vote on any matter to come before the Council.

**9.2. Board of Appeals.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of the Louisiana State Uniform Construction Code, there shall be and hereby created a board of appeals. The board of appeals shall consist of members who are chief elected officials, or their designee, from each Parish participating in the South Central Regional Construction Code Compliance Program. The building official shall be an ex-officio member of said board but shall have no vote on any of its proceedings. An application for appeal shall only be valid if it is delivered in writing within 30 days of the decision against which appeal is being made. An appeal may only be based on a claim that the true intent of Louisiana State Uniform Construction

Code has been incorrectly interpreted, the relevant provisions of the Louisiana State Uniform Construction Code do not apply to the structure, or an equally good or better form of construction is proposed and supported by an engineering assessment sealed by a professional engineer acting within his registered specialty. The Board shall have no authority to waive, modify, or grant variance in respect to any of the provisions of the Louisiana State Uniform Construction Code. The Board shall make every effort to hear an appeal within 48 hours of the appeal submittal. Appeals shall be submitted to the South Central Regional Code Council Chairman and to the Building Official in writing.

#### **Article 10-Miscellaneous**

- 10.1. Reimbursement of Travel Expenses.** The travel policy of South Central Planning and Development District shall govern the reimbursement of expenses incurred by members traveling on official South Central Regional Construction Code Council business.

Addendum 3 – 2018 Budget

**SCRCCC BUDGET BREAKDOWN  
Proposed Flat Rate for Program**

<b>BASED ON POPULATION</b>				
	2010 Census Population		<b>365,500.00</b>	mo. Avg
Assumption	22761	8.08%	29,515.38	2,459.61
Golden Meadow	2101	0.75%	2,724.48	227.04
Gramercy	3613	1.28%	4,685.17	390.43
Lockport	2578	0.91%	3,343.03	278.59
Lutcher	3559	1.26%	4,615.14	384.60
Napoleonville	660	0.23%	855.86	71.32
St Charles	52780	18.73%	68,442.58	5,703.55
St James	14930	5.30%	19,360.51	1,613.38
St John	45924	16.29%	59,552.05	4,962.67
St Mary	21092	7.48%	27,351.10	2,279.26
Terrebonne	111860	39.69%	145,054.71	12,087.89
	<u>281858</u>		<u>365,500.00</u>	<u>30,458.33</u>

<b>BASED ON INSPECTION &amp; PLAN REVIEW SERVICE</b>				
	MAR'16-FEB'17 ACTIVITY		<b>1,434,500.00</b>	mo. Avg
Assumption	1672	8.90%	127,619.67	10,634.97
Golden Meadow	70	0.37%	5,342.93	445.24
Gramercy	153	0.81%	11,678.12	973.18
Lockport	86	0.46%	6,564.17	547.01
Lutcher	232	1.23%	17,707.99	1,475.67
Napoleonville	5	0.03%	381.64	31.80
St Charles	4001	21.29%	305,386.53	25,448.88
St James	1419	7.55%	108,308.80	9,025.73
St John	3548	18.88%	270,810.15	22,567.51
St Mary	1120	5.96%	85,486.86	7,123.90
Terrebonne	6488	34.52%	495,213.15	41,267.76
	<u>18794</u>		<u>1,434,500.00</u>	<u>119,541.67</u>

<b>COMBINED</b>				
			<b>1,800,000.00</b>	mo. Avg
Assumption		8.73%	157,135.04	13,094.59
Golden Meadow		0.45%	8,067.41	672.28
Gramercy		0.91%	16,363.28	1,363.61
Lockport		0.55%	9,907.20	825.60
Lutcher		1.24%	22,323.13	1,860.26
Napoleonville		0.07%	1,237.49	103.12
St Charles		20.77%	373,829.12	31,152.43
St James		7.09%	127,669.31	10,639.11
St John		18.35%	330,362.20	27,530.18
St Mary		6.27%	112,837.96	9,403.16
Terrebonne		35.57%	640,267.86	53,355.66
			<u>1,800,000.00</u>	<u>150,000.00</u>

Addendum 4 – 2019 Budget

**SCRCCC BUDGET BREAKDOWN**  
**Proposed Flat Rate for Program**

January - December 2019

<b>BASED ON POPULATION</b>				
	2017 Census Population		<b>302,725.00</b>	mo. Avg
Assumption	21,916	13.53%	40,951.05	3,412.59
Golden Meadow	1,999	1.23%	3,735.22	311.27
Gramercy	3,409	2.10%	6,369.87	530.82
Lutcher	3,300	2.04%	6,166.20	513.85
Napoleonville	610	0.38%	1,139.81	94.98
St Charles	52,749	32.56%	98,563.93	8,213.66
St James	14,658	9.05%	27,389.15	2,282.43
St John	43,441	26.81%	81,171.51	6,764.29
St Mary	19,929	12.30%	37,238.25	3,103.19
	<u>162,011</u>		<u>302,725.00</u>	<u>25,227.08</u>

<b>BASED ON INSPECTION &amp; PLAN REVIEW SERVICE</b>				
	JUL'17-JUN'18 ACTIVITY		<b>797,275.00</b>	mo. Avg
Assumption	1,330	10.58%	84,391.23	7,032.60
Golden Meadow	31	0.25%	1,967.01	163.92
Gramercy	269	2.14%	17,068.60	1,422.38
Lutcher	174	1.38%	11,040.66	920.05
Napoleonville	29	0.23%	1,840.11	153.34
St Charles	4,664	37.12%	295,940.36	24,661.70
St James	1,879	14.95%	119,226.40	9,935.53
St John	3,138	24.97%	199,112.53	16,592.71
St Mary	1,051	8.36%	66,688.10	5,557.34
	<u>12565</u>		<u>797,275.00</u>	<u>66,439.58</u>

<b>COMBINED</b>				
			<b>1,100,000.00</b>	mo. Avg
Assumption		11.39%	125,342.28	10,445.19
Golden Meadow		0.52%	5,702.24	475.19
Gramercy		2.13%	23,438.47	1,953.21
Lutcher		1.56%	17,206.86	1,433.90
Napoleonville		0.27%	2,979.92	248.33
St Charles		35.86%	394,504.29	32,875.36
St James		13.33%	146,615.55	12,217.96
St John		25.48%	280,284.04	23,357.00
St Mary		9.45%	103,926.36	8,660.53
			<u>1,100,000.00</u>	<u>91,666.67</u>

**Addendum 5**

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER, MR. KEVIN P. BELANGER, TO SIGN ANY AND ALL DOCUMENTS, INCLUDING BANK DRAFTS, AND TO ENTER INTO CONTRACTS AND AGREEMENTS ON BEHALF OF SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION.**

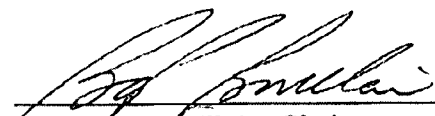
WHEREAS, the actions taken by Mr. Kevin P. Belanger, in his capacity as Chief Executive Officer and representative of South Central Planning and Development Commission, require the authorization of the Board of Commissioners to sign any and all documents, including bank drafts, which in his discretion are in the best interest of said Commission;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for South Central Planning and Development Commission that, authorization is hereby granted to Mr. Kevin P. Belanger, in his capacity as the Chief Executive Officer of South Central Planning and Development Commission, to sign any and all documents, including bank drafts, and to enter into contracts and agreements which, in his discretion, are in the best interest of the operations of the Commission.

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I, Barry P. Bonvillain, Chairman of South Central Planning and Development Commission, do hereby certify the above to be a true and correct copy of the resolution adopted at the August 12, 1998, Commission meeting by a vote of the Board of Commissioners and that same is in full force and effect and has not been revoked or rescinded in any manner.

WITNESS my signature as Chairman of South Central Planning and Development Commission, this 12<sup>th</sup> day of August, 1998.



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**Barry P. Bonvillain, Chairman**  
South Central Planning and Development Commission



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*August 29<sup>th</sup>, 2018*

Division A  
Larry Sorapuru, Jr.  
502 Hwy. 18 River Road  
Edgard, LA 70049  
Cell 504-218-9049

Division B  
Jaclyn S. Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

District I  
Kurt Bechel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

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Julia Remondet  
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Lennix Madere, Jr.  
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Reserve, LA 70084  
Cell 985-379-6188

District IV  
Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

District V  
Michael P. Wright  
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LaPlace, LA 70068  
Cell 504-717-3936

District VI  
Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068  
Cell 985-379-6061

District VII  
Thomas Malik  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
**LaPlace, LA 70068**

**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, August 28<sup>th</sup>, 2018.**

**“Councilwoman Hotard moved and Councilman Malik seconded the motion to grant administration authorization to amend the Cooperative Endeavor Agreement (CEA) with South Central Planning and Development Commission (SCPDC) for the Regional Code Compliance Program. The motion passed with 6 yeas and 3 against (Madere, Snyder, and Sorapuru).”**

### CERTIFICATION

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28<sup>th</sup> day of August, 2018.**

**August 29<sup>th</sup>, 2018,**  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**