



# St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043  
(504) 278-4228 Fax (504) 278-4209  
[www.sbpsg.net](http://www.sbpsg.net)

**#17**

**Kerri Callais**  
*Councilmember  
at Large*

**Richard "Richie" Lewis**  
*Councilmember  
at Large*

**Gillis McCloskey**  
*Councilmember  
District A*

**Joshua "Josh" Moran**  
*Councilmember  
District B*

**Howard Luna**  
*Councilmember  
District C*

**Wanda Alcon**  
*Councilmember  
District D*

**Fred Everhardt, Jr.**  
*Councilmember  
District E*

**Roxanne Adams**  
*Clerk of Council*

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, APRIL 20, 2021 AT THREE O'CLOCK P.M.

On motion of Mrs. Alcon, seconded by Ms. Callais, it was moved to **adopt** the following resolution:

## **RESOLUTION SBPC #2125-04-21**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY SERVICES, OFFICE OF STATE FIRE MARSHAL, DIVISION OF CODE ENFORCEMENT AND BUILDING SAFETY FOR THE PROVISION OF CODE COMPLIANCE REVIEW SERVICES FOR A PERIOD OF THREE (3) YEARS.

**WHEREAS**, La. R.S. 40:1730.39 permits parishes to contract with the State Fire Marshal to provide code enforcement services as provided in La. R.S. 40:1830.24; and,

**WHEREAS**, it is in the best interest of St. Bernard Parish to ensure that all plans submitted for the construction of structures within its boundaries be compliant with all applicable codes and ordinances.

### **NOW THEREFORE BE IT RESOLVED THAT:**

**SECTION 1.** The St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby approve and authorize the Parish President to enter into an Intergovernmental Agency Agreement with the Louisiana Department of Public Safety Services, Office of State Fire Marshal, Division of Code Enforcement and Building Safety, substantially in the form attached hereto as **Exhibit "A"**.

**SECTION 2.** **Severability.** If any section, clause, paragraph, provision or portion of this resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this resolution, the St. Bernard Parish Council hereby expressing and declaring that it would have adopted the remaining portion of this resolution with the invalid portions omitted.



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Extract #17 continued  
April 20, 2021

**Richard "Richie" Lewis**  
*Councilmember  
at Large*

**Gillis McCloskey**  
*Councilmember  
District A*

**Joshua "Josh" Moran**  
*Councilmember  
District B*

**Howard Luna**  
*Councilmember  
District C*

**Wanda Alcon**  
*Councilmember  
District D*

**Fred Everhardt, Jr.**  
*Councilmember  
District E*

**Roxanne Adams**  
*Clerk of Council*

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:** McCloskey, Moran, Luna, Alcon, Everhardt, Callais  
**NAYS:** None  
**ABSENT:** None

The Council Chair, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 20<sup>th</sup> day of April, 2021.

## CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, April 20, 2021.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 20<sup>th</sup> day of April, 2021.

  
ROXANNE ADAMS  
CLERK OF COUNCIL

**STATE OF LOUISIANA**

**INTERGOVERNMENTAL AGENCY AGREEMENT**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_ officially domiciled at (enter address including city state and zip code) hereinafter referred to as the "**Local Jurisdiction**", officially domiciled at \_\_\_\_\_ (enter address including city, state and zip code), represented herein by \_\_\_\_\_ (enter name of representative and official title), as per \_\_\_\_\_ (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 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 Legislature 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. The state fire marshal may take into consideration practical and unreasonable economic hardships before applying the strict requirements of the applicable codes. Upon an appeal or equivalency proposal by the professional of record for a plan review of a structure, the state fire marshal may also allow alternative materials, design, and methods of construction and equipment that comply with the provisions of the International Building Code, Chapter 1-Scope and Administration, relative to alternative materials, design, and methods of construction and equipment.

**Payment Terms**

In consideration of the services described above, the Fire Marshal will collect a fee in advance from the applicant. The owner of the project or his representative who submits the plans and specifications shall pay to the office of state fire marshal, code enforcement and building safety 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 Fire Marshal as to durability or fitness, or as a warranty or guarantee by the 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 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.

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 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 Fire Marshal to comply with the terms and conditions of this agreement; provided that the Local Jurisdiction shall give the Fire Marshal 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 Local Jurisdiction. The State 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 Fire Marshal. This provision shall not be construed to prohibit the Local 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 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 contractor which relate to this agreement.

#### **Term of Agreement**

This agreement shall begin upon execution and shall have a term of three years. This agreement shall automatically renew unless either party gives at least fifteen days prior written notice of the party's intent not to renew the agreement. Upon sending the notice required by this paragraph, this agreement shall automatically terminate fifteen days following the sending of the written notice without any further action by either party.

#### **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 \_\_\_\_\_ day of

\_\_\_\_\_.

WITNESS' SIGNATURE:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

LOCAL OFFICIAL'S SIGNATURE:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title of Official  
And Name of Local Jurisdiction

WITNESS' SIGNATURE:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

By: \_\_\_\_\_  
Col. Lamar A. Davis, Deputy Secretary  
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

112607

### Plan Review Fee Schedule

In accordance with R.S.40:1574.1 and R.S.40:1730.41, the owner of the project who submits the plans and specifications shall pay to the Office of State Fire Marshal, Code Enforcement and Building Safety a plan review or document fee based on the “**Base Review Fee**” indicated in the following schedule. **In addition**, in the instance the State Fire Marshal inspects plans and specifications on behalf of a political subdivision and others for compliance with the State Uniform Construction Code under authority of R.S. 40:1730.39.A, the applicant shall pay to the office of state fire marshal, code enforcement and building safety, an additional plan review or document fee based on the “**LSUCC Review Fee**” indicated in the following schedule.

Occupancy	Square Footage	Base Review Fee	LSUCC Review Fee	Total Review Fee
ASSEMBLY  Groups A-1, A-2, A-3, A-4, A-5	0 - 2500	\$55.00	+ \$280.00	= \$335.00
	2,501 - 4,500	\$85.00	+ \$420.00	= \$505.00
	4,501 - 10,000	\$205.00	+ \$1,015.00	= \$1,220.00
	10,001 - 50,000	\$305.00	+ \$1,501.00	= \$1,806.00
	50,001 - 100,000	\$405.00	+ \$1,960.00	= \$2,365.00
	100,001 and over	\$555.00	+ \$1,960.00 + .01/sqft over 100,000sqft	= \$2,515.00 + .01/sqft over 100,000sqft
EDUCATIONAL or  DAYCARE  Groups E, I-4	0 - 5,000	\$55.00	+ \$280.00	= \$335.00
	5,001 - 10,000	\$85.00	+ \$420.00	= \$505.00
	10,001 - 30,000	\$125.00	+ \$615.00	= \$740.00
	30,001 - 80,000	\$225.00	+ \$1,105.00	= \$1,330.00
	80,001 - 150,000	\$325.00	+ \$1,595.00	= \$1,920.00
	150,001 and over	\$425.00	+ \$1,595.00 + .01/sqft over 150,000sqft	= \$2,020.00 + .01/sqft over 150,000sqft
HEALTH CARE,  INSTITUTIONAL,  or DETENTION  (Includes Limited Care/Assisted Living facilities)  Groups I-2, I-3	0-2,000	\$205.00	+ \$280.00	= \$485.00
	2,001-5,000	\$205.00	+ \$510.00	= \$715.00
	5,001-10,000	\$205.00	+ \$765.00	= \$970.00
	10,001-20,000	\$305.00	+ \$1,015.00	= \$1,320.00
	20,001-30,000	\$405.00	+ \$1,015.00	= \$1,420.00
	30,001-50,000	\$405.00	+ \$1,995.00	= \$2,400.00
	50,001-100,000	\$505.00	+ \$2,485.00	= \$2,990.00
	100,001 and over	\$705.00	+ \$2,485.00 + .02/sqft over 100,000sqft	= \$3,190.00 + .02/sqft over 100,000sqft
	New High rise	\$855	+ \$2,485.00 + .02/sqft over 100,000sqft	+ \$3,340.00 + .02/sqft over 100,000sqft

<b>HOTELS, DORMITORIES, APARTMENTS, LODGING or ROOMING HOUSES, RESIDENTIAL BOARD AND CARE FACILITIES</b>	0-2,500	\$55.00	+ \$280.00	= \$335.00
	2,501-10,000	\$85.00	+ \$420.00	= \$505.00
	10,001-30,000	\$205.00	+ \$1,015.00	= \$1,220.00
	30,001-80,000	\$305.00	+ \$1,505.00	= \$1,810.00
	80,001-150,000	\$405.00	+ \$1,995.00	= \$2,400.00
	150,001 and over	\$505.00	+ \$1,995.00 + .01/sqft over 150,000sqft	= \$2,500.00 + .01/sqft over 150,000sqft
	New High rise	\$705.00	+ \$1,995.00 + .01/sqft over 150,000sqft	= \$2,700.00 + .01/sqft over 150,000sqft
<b>BUSINESS or MERCANTILE</b>	0-3,000	\$55.00	+ \$280.00	= \$335.00
	3,001-10,000	\$85.00	+ \$420.00	= \$505.00
	10,001-30,000	\$115.00	+ \$580.00	= \$695.00
	30,001-50,000	\$175.00	+ \$860.00	= \$1,035.00
	50,001-150,000	\$225.00	+ \$1,105.00	= \$1,330.00
	150,001 and over	\$325.00	+ \$1,105.00 + .01/sqft over 150,000sqft	= \$1,430.00 + .01/sqft over 150,000sqft
	New High rise	\$525.00	+ \$1,105.00 + .01/sqft over 150,000sqft	= \$1,630.00 + .01/sqft over 150,000sqft
<b>INDUSTRIAL or STORAGE</b>	0-10,000	\$55.00	+ \$280.00	= \$335.00
	10,001-20,000	\$85.00	+ \$420.00	= \$505.00
	20,001-50,000	\$115.00	+ \$580.00	= \$695.00
	50,001-100,000	\$145.00	+ \$720.00	= \$865.00
	100,001 and over	\$225.00	720.00 + .01/sqft over 100,000sqft	= \$945.00 + .01/sqft over 100,000sqft
<b>HIGH HAZARD</b> Groups H-1, H-2, H-3, H-4, H-5	0-2,000	To be classified as indicated above	+ \$440.00	Base Review Fee + LSUCC Review Fee
	2,001 and over		+ \$440.00 + .030/sqft over 2,000sqft	

**Notes:**

- 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.
- Only one complete set of plans and specifications shall be submitted to this office for review.