

**St. John the Baptist Parish
1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569**

CODE ENFORCEMENT CONTRACT

Be it known, that on this 13 day of January, 2015, St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and **JUSTIN LOPEZ** (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to police all violations of the St. John the Baptist Parish Code of Ordinances, parish wide in accordance with the scope of work listed in **Exhibit A: Statement of Work**.

Payment Terms

In consideration of the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in **Exhibit B: Budget**.

All payments must be approved by the **Director of Planning and Zoning**.

Monitoring Plan

This contract shall be monitored by the Director of Planning and Zoning. The monitoring plan will include, but not be limited to, a review of the services delineated in Exhibit A: Statement of Work section to ensure completion.

Termination Clause

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

Ownership

All records, reports, documents, maps, diagrams, and other material delivered or transmitted to Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

Auditors

It is hereby agreed that the Parish shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on January 26, 2015 and shall terminate on January 25, 2016.

Severability Clause

If any one or more of the provisions contained in this contract shall, for any reason(s), be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this contract, and in such an event, this contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Contractor must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to entering into this contract.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this 21 day of January, 2015.

WITNESS:

[Signature]

ST. JOHN THE BAPTIST PARISH:

By: Natalie Robalton

Title: Parish President

WITNESS:

[Signature]

CONTRACTOR:

By: [Signature]

Title: Code enforcement officer

Exhibit A

Statement of Work

Code Officer shall inspect new and existing buildings, structures, signs, premises and other properties to enforce compliance with various Parish codes by performing the following duties:

- Investigate and respond to complaints of possible Parish code violations; identify and interview property owners and determines validity of complaint; and notify owner of violation and encourage compliance with Parish code or correction of violation.
- Perform routine inspections of properties for conformance with Parish codes and safety standards; and perform necessary research to identify owner(s), address and property description.
- Take measurements, photographs, and gather necessary evidence to substantiate code violations and prepare for case hearings.
- Research legal descriptions, property ownership, and applicable ordinances.
- Formulate recommendations to rectify violations and forward to supervisor.
- Maintain all necessary reports and records pertaining to inspections and code enforcement actions.
- Tag derelict or abandoned vehicles for removal by owner or towing company.
- Inspect abandoned structures to determine whether a structure is safe or in violation of Parish codes; and determines whether or not structures should be demolished or boarded up for safety purposes.
- Use electronic calculator, Parish's vehicle, measuring wheel, digital camera, iPad, Pictometry program, GIS, and other technology or software programs in completing assigned duties.
- May be required to prepare documentation and testimony for presentation in a court of law.
- Other duties as assigned.

Contractor shall work **28 hours per week, not including holidays**. During weeks which include holidays, contractor shall modify their normal work schedule, if necessary, to allow for their **28** hours.

Should Contractor miss less than half of their work hours in one work week, contractor shall make up those missed hours during the following work week. Should contractor miss half or more of their work hours in one work week, contractor shall have the pay for the missed work deducted from their paycheck.

Contractors are not civil service employees. Contractors are not paid for holidays and do not receive any other benefits.

Exhibit B
Budget

In consideration for the services listed in Exhibit A: Statement of Work, contractor will be paid **\$1,749.63** per month. The Parish will also provide and pay for the contractor's workman's compensation insurance.