



ST. JOHN

THE BAPTIST PARISH

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

CODE INSPECTOR EMPLOYMENT CONTRACT

Be it known, that on this 15th day of June 2016, St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and **MICHAEL DAVIS** (hereinafter sometimes referred to as "Inspector") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICES

Inspector hereby agrees to enforce land development regulations of the St. John the Baptist Parish Code of Ordinances, Parishwide in accordance with the scope of work listed in **Exhibit A: Statement of Work**.

PAYMENT TERMS

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

All payments must be approved by the **Director of Planning and Zoning**, or his/her designee.

MONITORING PLAN

This employment contract shall be monitored by the **Director of Planning and Zoning** or his/her designee. The monitoring plan will include, but is not limited to, a review of the services delineated in **Exhibit A: Statement of Work**.

The **Parish President**, upon recommendation by the **Director of Planning and Zoning** or his/her designee, may apply disciplinary actions in accordance with Section 3.7 of the St. John the Baptist Parish Employee Handbook, entitled "Disciplinary Procedures;" however, *civil service rules and regulations* pertaining to disciplinary actions shall not apply.

TERMINATION CLAUSE

The **Parish President** or his/her designee may terminate this Employment Contract at any time by **giving thirty (30) days written notice** to the Inspector. If a serious offense occurs, omission of one or more steps included in Section 3.7 "Disciplinary Procedures," including immediate termination without prior written notice, may be reasonably imposed and determined according to the severity of the infraction(s), regardless of whether prior discipline has been imposed. The Inspector 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 and equipment delivered or transmitted to the Inspector by the Parish shall remain the property of Parish, and shall be returned by the Inspector to the Parish, at the Inspector's expense, at termination or expiration of this employment contract. All records, reports, documents, or other material related to this employment contract and/or obtained or prepared by the Inspector in connection with the performance of the services contracted for herein shall become the property of the Parish, and shall, upon request, be returned by the Inspector to the Parish, at the Inspector's expense, at termination or expiration of this employment contract.

NONASSIGNABILITY

No Inspector shall assign any interest in this employment contract by assignment, transfer, or novation. This provision shall not be construed to prohibit the Inspector 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 records of Inspector which relate to this employment contract.

TERM OF CONTRACT

This contract shall begin on **June 20, 2016** and shall terminate on **June 19, 2017**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this employment 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 employment contract, and in such an event, this employment 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, Inspector 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. Inspector 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, Inspectors' 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 Inspector 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 the Inspector agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Inspector agrees not to discriminate in its employment practices, and will render services under this employment contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Inspector, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this employment 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 15th day of June, 2016.

WITNESS:

Larvae Saulay

WITNESS:

Kristi Muller

ST. JOHN THE BAPTIST PARISH:

By: Natche Robottom
Natalie Robottom, Parish President

INSPECTOR:

By: Michael J. Davis Jr.
Michael Davis

EXHIBIT A
STATEMENT OF WORK

Inspector shall, under limited supervision, inspect new and existing buildings, structures, signs, premises and other properties, write reports, monitor violation progress, and process violations to enforce compliance with various Parish codes by independently performing the duties and producing the deliverables listed below:

- Investigate, research, and respond to complaints of possible Parish code violations; identify and interview property owners and determine 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 appropriately site those sections of the Parish Code violated, identify owner(s), address and property description.
- Take measurements, photographs, and gather necessary evidence to clearly demonstrate that a code violation has occurred.
- Create and maintain open violation files within the Parish's online permitting system.
- Summarize findings in the form of a concise, clear, and grammatically correct report 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, if applicable.
- Draft, review, and 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 hazardous/unsafe structures to determine whether a structure is safe or in violation of Parish codes; and determine whether or not structures should be demolished or boarded up for safety purposes.
- Use electronic calculator, parish 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.

Inspector shall work **twenty-nine (29) hours per week**, not including legally recognized holidays observed by the governing body of St. John the Baptist Parish. During weeks that include holidays, the Inspector shall modify their normal work schedule, if necessary, to allow for their **twenty-nine (29) hours**.

Inspectors shall be paid hourly in accordance with hours worked and/or comp time applied. If an inspector should not work **twenty-nine (29) hours** in one week, time not worked shall be deducted from Inspector's bi-weekly pay.

Inspectors are not civil service employees. Inspectors 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**, Inspector will be paid **\$14.42** per hour on a bi-weekly basis. The Parish will also provide and pay for the Inspector's workman's compensation insurance.



ST. JOHN THE BAPTIST PARISH COUNCIL

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

June 14th, 2016

Division A

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

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

Division B

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

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, June 14th, 2016.

District I

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

“Councilman Boe moved and Councilman Perrilloux seconded the motion to grant administration authorization to enter into an employment contract for Code Enforcement with Lewis Grady, Patricia Ballansaw and Michael Davis for one year. The motion passed unanimously.”

District II

Julia Remonder
P.O. Box 2680
Reserve, LA 70084
Cell 504-330-7739

CERTIFICATION

District III

Lennis Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

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 14th day of June, 2016.

District IV

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

June 14th, 2016

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District V

Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI

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

District VII

Buddy Boe
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 985-703-2648