

**LAFOURCHE PARISH COUNCIL
FEBRUARY 13, 2007
TWO-THIRD AGENDA**

A. PROPOSED ORDINANCES:

1. PROPOSED ORDINANCE providing a **Variance** from the **Lafourche Parish Subdivision Regulations on LA Tour Subdivision, Phase 1 (Ward 8 District 6)** **as recommended** by the Lafourche Parish Planning Commission at their January 25, 2007, meeting; from having to install cross streets. (L. TOUPS FOR ADMINISTRATION)
2. PROPOSED ORDINANCE providing a **Variance** from the **Lafourche Parish Subdivision Regulations on LA Tour Subdivision, Phase 1 (Ward 8 District 6)** **as recommended** by the Lafourche Parish Planning Commission at their January 25, 2007, meeting; for developing 140 lots in Phase 1. (L. TOUPS FOR ADMINISTRATION)

B. RESOLUTIONS:

3. RESOLUTION approving a **Cooperative Endeavor Agreement** with **South Central Planning and Development Commission** for the implementation of the **Louisiana State Uniform Building Codes** complying with **Act 12 of the Louisiana Legislature** and authorizing the Parish President to sign, execute and administer associated documents. (M. ATZENHOFFER FOR ADMINISTRATION)

ITEM 1

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE PROVIDING A VARIANCE FROM THE LAFOURCHE PARISH SUBDIVISION REGULATIONS ON LA TOUR SUBDIVISION, PHASE 1 (Ward 8 District 6) **AS RECOMMENDED** BY THE LAFOURCHE PARISH PLANNING COMMISSION AT THEIR JANUARY 25, 2007, MEETING

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. WHEREAS, The Lafourche Parish Planning Commission met on January 25, 2007, in regular session to review proposed subdivisions and redivisions; and

WHEREAS, representatives of La Tour Subdivision, Phase 1 proposed development requested a variance of the Lafourche Parish Subdivision Regulations; this variance provides that:

Section 19:352.A.4.ii, providing a variance from having to install cross streets every twelve hundred (1200') feet due to the cross streets going no where because of the golf course.

The Lafourche Parish Subdivision Regulations, Section 19:314.A. provides that the Planning Commission and Council can provide a variance in these regulations where the Planning Commission finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or that the purposes of these regulations may be served to a greater extent by an alternative proposal, it may recommend to the Lafourche Parish Council variances to these subdivision regulations so that the substantial justice may be done and the public interest secured, provided that such variance shall not have the effect of nullifying the intent and purpose of these regulations; and further provided the Planning Commission shall not recommend approval of variances unless it shall make findings based upon the evidence presented to it in each specific case.

WHEREAS, the Lafourche Parish Planning Commission does recommend that the variance is justified and would not violate the integrity of the subdivision regulation as a whole;

ITEM 1

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does hereby provide a variance of Section 19:352. A.4. ii, of the Lafourche Parish Subdivision Regulations providing a variance from having to install cross streets every twelve hundred (1200') feet due to the cross streets going no where because of the golf course.

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinance or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:
NAYS:
ABSENT:
NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

TOMMY LASSEIGNE, CHAIRMAN
LAFOURCHE PARISH COUNCIL

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

PUBLISHED:

Delivered to the Parish President on

_____, 2007, at _____, __. m.

ITEM 1

APPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, 2007, at _____, __.m.

I, SHEILA B. BOUDREAUX, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2007.

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 2

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE PROVIDING A VARIANCE FROM THE LAFOURCHE PARISH SUBDIVISION REGULATIONS ON LA TOUR SUBDIVISION, PHASE 1 (Ward 8 District 6) **AS RECOMMENDED** BY THE LAFOURCHE PARISH PLANNING COMMISSION AT THEIR JANUARY 25, 2007, MEETING

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. WHEREAS, The Lafourche Parish Planning Commission met on January 25, 2007, in regular session to review proposed subdivisions and redivisions; and

WHEREAS, representatives of La Tour Subdivision, Phase 1 proposed development requested a variance of the Lafourche Parish Subdivision Regulations; this variance provides that:

Section 19:352.A.3.(iv), providing a variance for developing one hundred forty (140) lots in Phase 1 with only one main subdivision exit. A future phase will add additional exits.

The Lafourche Parish Subdivision Regulations, Section 19:314.A. provides that the Planning Commission and Council can provide a variance in these regulations where the Planning Commission finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or that the purposes of these regulations may be served to a greater extent by an alternative proposal, it may recommend to the Lafourche Parish Council variances to these subdivision regulations so that the substantial justice may be done and the public interest secured, provided that such variance shall not have the effect of nullifying the intent and purpose of these regulations; and further provided the Planning Commission shall not recommend approval of variances unless it shall make findings based upon the evidence presented to it in each specific case.

WHEREAS, the Lafourche Parish Planning Commission does recommend that the variance is justified and would not violate the integrity of the subdivision regulation as a whole;

ITEM 2

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does hereby provide a variance of Section 19:352. A.3.(iv), of the Lafourche Parish Subdivision Regulations providing a variance for developing one hundred forty (140) lots in Phase 1 with only one main subdivision exit. A future phase will add additional exits.

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinance or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

TOMMY LASSEIGNE, CHAIRMAN
LAFOURCHE PARISH COUNCIL

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

PUBLISHED:

Delivered to the Parish President on

_____, 2007, at _____, __. m.

ITEM 2

APPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, 2007, at _____, __.m.

I, SHEILA B. BOUDREAUX, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2007.

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 3

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT WITH SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION FOR THE IMPLEMENTATION OF THE LOUISIANA STATE UNIFORM BUILDING CODES COMPLYING WITH ACT 12 OF THE LOUISIANA LEGISLATURE AND AUTHORIZE THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER ASSOCIATED DOCUMENTS.

WHEREAS, the Lafourche Parish Government (LPG), South Central Planning & Development Commission (SCP&DC), and surrounding Parishes and Municipalities have met, discussed, analyzed, and mutually agreed to partner together to comply with the mandate of Act No. 12 of the Louisiana 2005 First Extraordinary Legislative Session of the Louisiana Legislature (Act 12) regarding the implementation of Louisiana State Uniform Building Codes for Louisiana; and,

WHEREAS, subsequent to negotiations and discussions, it was mutually agreed that the parish governments of Assumption, Lafourche, St. James, St. John the Baptist and Terrebonne and the Village of Napoleonville, Town of Lutcher, Town of Gramercy, Town of Golden Meadow, and Town of Lockport, would join together to form the South Central Regional Construction Code Council that will function to perform administrative oversight and code enforcement activities in fulfillment with the provisions of Act 12; and,

WHEREAS, it was further agreed that South Central Planning and Development Commission 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, LPG and SCP&DC believe that entering this agreement will serve a valuable public purpose and produce a public benefit commensurate with the cost; and,

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council authorize the Parish President to sign, execute and administer all relevant documents.

THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on _____, and does hereby approve the Cooperative Endeavor Agreement and authorizes the Parish President to sign, execute and administer all related documents

ITEM 3

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to South Central Planning and Development, the Department of Public Works, Permits Office; Lafourche Parish Finance Department, and the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**TOMMY LASSEIGNE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, SHEILA B. BOUDREAUX, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2007.

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 3

A COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN LAFOURCHE PARISH GOVERNMENT

AND

THE SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION

WHEREAS, the Lafourche Parish Government (LPG), South Central Planning & Development Commission (SCP&DC), and surrounding Parishes and Municipalities have met, discussed, analyzed, and mutually agreed to partner together to comply with the mandate of Act No. 12 of the Louisiana 2005 First Extraordinary Legislative Session of the Louisiana Legislature (Act 12) regarding the implementation of Louisiana State Uniform Building Codes for Louisiana, and

WHEREAS, Article 7:14 (C) of Louisiana Constitution allows for political subdivisions and/or corporations to enter into cooperative endeavors to expend public funds for a public purpose resulting in a benefit proportionate to its cost, and

WHEREAS, pursuant to the requirements of Act 12 of the 2005 First Extraordinary Legislative Session of the Louisiana Legislature, the Lafourche Parish Council enacted Ordinance No. 3790 on March 1, 2006, adopting new building codes and permit schedules in conformity with Act; and

WHEREAS, discussions with South Central Planning and Development Commission, the parish governments of Assumption, Lafourche, St. James, St. John the Baptist and Terrebonne and the Village of Napoleonville, Town of Lutcher, Town of Gramercy, Town of Golden Meadow, and Town of Lockport, were held to establish the most cost effective and mutually beneficial manner by which compliance with the provisions of Act 12 could be best 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 that the aforementioned jurisdictions would join together to form the *South Central Regional Construction Code Council* that will function to perform administrative oversight and code enforcement activities in fulfillment with the provisions of Act 12; and

WHEREAS, it was further agreed that South Central Planning and Development Commission 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 SCP&DC created by State Act No. 472 in 1977 Regular Session is to help its member Parishes and Municipalities to facilitate intergovernmental cooperation for the resolution of governmental planning and development issues, and

WHEREAS, SCP&DC has developed in consultation with the respective five Parishes and five municipalities a regional plan review and inspection process called the South Central Regional Building Code Compliance Program, and

WHEREAS, LPG and SCP&DC believe that entering this agreement will serve a valuable public purpose and produce a public benefit commensurate with the cost; 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:

ITEM 3

I

SOUTH CENTRAL REGIONAL BUILDING CODE COMPLIANCE PROGRAM

The South Central Planning Regional Building Code Compliance Program (Compliance Program) is a program established by SCP&DC for SCP&DC to provide plan review and inspections in compliance with Act 12. SCP&DC shall staff the Compliance Program with a Certified Building Official, a minimum of two plans examiners, a minimum of 13 building inspectors, and all clerical and accounting personnel necessary to carry out the daily functions of Compliance Program. All employees of the Compliance Program shall work under the direction of SCP&DC or as directed by a vote of the South Central Regional Construction Code Council (Code Council).

LPG shall accept permit applications accompanied by all information required by the "Checklist of Documents to be Submitted" as prepared by SCP&DC. Upon receipt by SCP&DC, the certified plan examiner will review the submitted plans and permit application for compliance with Act 12 as set out in the Lafourche Parish Code. Should SCP&DC require additional information or plan revisions prior to certifying that the plans comply with Act 12, SCP&DC shall contact the applicant directly. Upon receipt of plans and applications certified in compliance with Act 12 by SCP&DC, LPG will issue the permit.

In accordance with established procedures of the Compliance Program, SCP&DC is responsible for scheduling required inspections with the applicant during construction. All inspections shall be carried out within two (2) business days of the request for inspection with the exception of emergency inspections, which shall be carried out immediately by the on-call inspector. Inspections carried out by SCP&DC 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 the inspection. Copies of the inspection report shall be sent to LPG and to other applicant designated locations. Upon satisfactory final inspection, the Chief Building Official shall notify LPG and authorize issuance of the Certificate of Occupancy.

II

SOUTH CENTRAL REGIONAL CONSTRUCTION CODE COUNCIL

LPG agrees to actively participate in the South Central Regional Construction Code Council (Code Council). The Code Council membership shall consist of each of the five chief elected Parish officials or his/her designated Parish official. Each chief elected Parish Official shall declare his/her designee by written statement. The Code Council shall provide administrative oversight and an appeals forum for the Compliance Program. The Code Council will meet monthly 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. Further, the Code Council shall adopt administrative rules and procedures for SCP&DC to implement the Compliance Program.

III

FEES

LPG agrees to collect fees from applicants upon application for permits. LPG will retain 15% of the permit fee for LPG administrative purposes and remit to SCP&DC the remaining 85%. The Code Council shall on a quarterly basis evaluate the revenues and expenditures within the Compliance Program and provide a financial report to LPG and other member entities. SCP&DC shall at the close of its fiscal year conduct and provide an audit of all financial accounts associated with the Compliance Program to each respective governing authority.

ITEM 3

IV ADMINISTRATIVE CODE

By April 1, 2007, LPG agrees to have adopted, by ordinance, the Administrative Code as developed by the Code Council and SCP&DC. LPG shall enforce all provisions set forth by the Administrative Code.

V INDEMNIFICATION

Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit, loss, or expense caused thereby.

The SCP&DC agrees to protect, defend, indemnify, save and hold harmless the LPG, its officers, elected officials, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of the SCP&DC, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of sole negligence of the LPG, its officers, agents, servants and employees. SCP&DC agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

LPG agrees to protect, defend, indemnify, save and hold harmless the SCP&DC, its officers, elected officials, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of LPG, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of sole negligence of the SCP&DC, its officers, agents, servants and employees. LPG agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

VI INSURANCE

The SCP&D and LPG shall procure and maintain, for the duration of this agreement, insurance for directors/officers liability and insurance against claims for injuries to persons or damages 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.

VII EQUIPMENT/ PROGRAMS

SCP&DC shall be responsible to comply with the requirements of the grant received from the Louisiana Recovery Authority for start-up costs associated with the Compliance Program. In accordance with the grant application, SCP&DC shall purchase, on behalf of LPG, the necessary equipment to provide for the exchange of data between LPG and SCP&DC. SCP&DC shall develop all necessary programs to be run by a central server at SCP&DC and shall subsequently give at no cost to LPG the operating programs necessary to perform the transfer of data.

LPG and SCP&DC shall retain records associated with the Compliance Program for a period of no less than five years. All equipment purchased with grant funds shall remain the property of SCP&DC.

ITEM 3

VIII TERM and TERMINATION

LPG shall participate in the Compliance Program for a three-year term with the option to continue in the compliance program for successive one-year term(s) subject to the same terms and conditions set out in this agreement.

LPG has the ability to terminate this agreement upon a two-thirds vote in favor of termination by the members of the Code Council with a supporting resolution from the governing authority of LPG.

IX COMPLIANCE WITH LAWS

Both parties hereto and their employees, contractors, and agents shall abide by federal, state, and local laws and ordinances in carrying out the provisions of this agreement.

If any one or more provisions of this agreement shall be declared to be contrary to law by any court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of this agreement and shall in no way affect the validity of the other provisions of this agreement.

In addition, in case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

X CHOICE OF LAW

This agreement shall be governed by Louisiana Law and the provisions of this agreement shall be enforced and brought to Thirty- second Judicial District Court, Lafourche Parish, Louisiana.

NOW, THEREFORE, BE IT RESOLVED, that the Lafourche Parish Government, as evidenced by the signature of the Parish President, agree to participate in this Cooperative Endeavor Agreement with SCP&DC, as outlined hereinabove, for the purpose of implementing and administering the Code Compliance Program on behalf of LPG and the region on this ____ day, and Month of _____, 2007;

_____	_____
Charlotte Randolph Parish President Lafourche Parish	Mr. Kevin Belanger CEO SCP&DC
Witnesses:	
_____	_____

ITEM 3

ADDENDUM 1 MINIMUM INSURANCE REQUIREMENTS

Professional Liability Insurance

The SCP&D shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$1,000,000.00 combined single limit. This requirement shall extend to all professional subcontractors employed by the prime consultant, SCP&D or surveyor. SCP&D shall provide certification of such insurance and a copy of the policy upon request.

General Liability Insurance

Each party to this agreement shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage; naming the other party as an additional insured. Each party shall provide certification of such insurance and a copy of the policy upon request.

Workmen's Compensation Insurance

Each party shall maintain workmen's compensation coverage during the term of this agreement. The limits of this coverage shall be the Louisiana statutory minimum requirements and a waiver of subrogation shall be provided. Exception: Employers Liability limit is \$1,000,000 when work is to be over water and involves maritime exposure. Each party shall provide certification of such insurance and a copy of the policy upon request. Each party mutually agrees that it is their intention to recognize the other party as the statutory employer of the other parties employees (whether direct employees or statutory employees of the other party) when any of each parties employees are doing work under this contract.

Auto Liability Insurance

Each party shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$250,000.00, combined single limit per accident for owned, non-owned and hired vehicles. Each party shall provide certification of such insurance and a copy of the policy upon request.

Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY EACH PARTY. Prior to entering into this agreement, and at the option of the insured party, either,

The insured party shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the insured party.

The insuring party shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage
 - a. The insured party is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party; premises owned, occupied or used by the insuring party. The coverage shall contain no special limitations on the scope of protection afforded to the insured party. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of the insured party.
 - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the insured party.

ITEM 3

c. The insuring party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to **waive all rights of subrogation against the additionally insured party**, for losses arising from work performed.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the additionally insured party.

Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A: VI. This requirement will be waived for workers' compensation coverage only for that workers' compensation coverage that is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

Verification of Coverage

Each party shall furnish the other party with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY EACH PARTY BEFORE WORK COMMENCES.** Each party reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

SCP&D and LPG shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.