

2019-0376

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)**

ORDINANCE NO. 19-12-14

An ordinance to approve and authorize the execution of an Intergovernmental Agreement between St. Charles Parish and the River Parishes Transit Authority (RPTA) to provide supplemental funding for the operation of a public transit system.

WHEREAS, the Constitution of the State of Louisiana and the Local Services Law of the State of Louisiana provide for political subdivisions to engage in cooperative endeavors for public purposes; and,

WHEREAS, both St. Charles Parish and the RPTA are authorized by law to provide public transit services; and,

WHEREAS, the RPTA began operations in St. Charles Parish on February 2, 2009 and there exists a desire to continue said public transit system in St. Charles Parish; and,

WHEREAS the RPTA is not in a financial position to operate said system without supplemental funds being made available to cover expenses; and,

WHEREAS it is the desire of the Parish President to provide said supplemental funds in accordance with the terms of an Intergovernmental Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Agreement between St. Charles Parish and the RPTA is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: 7:27am RECD BY: _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN**

ST. CHARLES PARISH

AND

THE RIVER PARISHES TRANSIT AUTHORITY

THIS AGREEMENT made this 19th day of December, 2019, by and between ST. CHARLES PARISH ("PARISH"), Post Office Box 302, 15045 River Road, Hahnville, LA 70057, HEREIN REPRESENTED BY LARRY COCHRAN, PARISH PRESIDENT,

AND

THE RIVER PARISHES TRANSIT AUTHORITY, ("RPTA") Post Office Box 2444, LaPlace, LA 70069, HEREIN REPRESENTED BY COREY FAUCHEUX, CHAIRMAN.

WHEREAS, the River Parishes Transit Authority (RPTA) was created pursuant to Louisiana Revised Statutes 48:1601 et seq., as a body politic and corporate and a political subdivision of the state comprising all of the territory in the parishes of St. Charles, St. James and St. John the Baptist; and,

WHEREAS, the RPTA was created for the purpose to "plan, design, lease (as lessee), purchase, acquire, hold, own, construct, improve, have equity in, maintain, and administer a transit system within the area, to operate same or contract therefore; and to lease (as lessor) same for operation by private parties."; and,

WHEREAS, the RPTA began operation of such transit system in an area including St. Charles and St. John the Baptist Parishes on February 2, 2009; and,

WHEREAS, the RPTA relies upon financial participation from its member parishes to supplement funds necessary to carry out its purpose of providing public transit;

NOW THEREFORE THE PARISH AND THE RPTA hereby enter into this Intergovernmental Agreement for the purpose of distribution of local funds to the RPTA for use in provision of a regional mass transit system serving St. Charles and St. John the Baptist Parishes subject to the following:

1. The term of this Agreement is for one year, January 1, 2020 through December 31, 2020, but may be renewed by the Parish President for three additional one

year periods based upon the written mutual consent of the parties and the allocation of funding by the St. Charles Parish Council.

2. The RPTA shall be responsible for the operation of the public transit system including any and all capital and/or operating matters required for the system.
3. The RPTA shall provide the transit system and operate and maintain it in accordance with all requirements of the Federal Transit Administration, Louisiana Department of Transportation and Development, and any other applicable state or federal laws and regulations.
4. The RPTA will defend, indemnify and hold harmless St. Charles Parish from any and all damages and/or claim which may be sustained or arise from the operation of the public transit system, including but not limited to damages sustained as a result of the negligence of the RPTA, its agents or employees or as a result of any defect in any equipment used or service provided and shall provide insurance coverage in accordance with Attachment A.
5. The Parish shall fund the RPTA on a quarterly basis in the amount not to exceed \$68,750 for a total not to exceed \$275,000.00 per year for costs incurred in providing the public transit service. RPTA shall submit an invoice requesting payment within fifteen days prior to start of each calendar quarter. The first invoice will be due on December 17, 2019.
6. The RPTA shall provide to St. Charles Parish a complete financial and operating report on the transit system within sixty days of the close of each fiscal year.

WITNESSES:

ST. CHARLES PARISH

R. S. Delchasse
Billy Raymond

BY: LARRY COCHRAN
PARISH PRESIDENT

WITNESSES:

RIVER PARISHES TRANSIT AUTHORITY

Shirley B. Fel
Shirley Cheranne

BY: COREY FAUCHEUX
CHAIRMAN

**ATTACHMENT A
INSURANCE REQUIREMENTS**

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- 1) Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept./Legal Dept.
- 3) WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be indicated on certificate
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises

- B. Commercial General Liability, including:

- 1) Contractual liability assumed by this agreement
- 2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products – completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+ 2 above. Must include BFCGL endorsement
- 8) St. Charles Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be indicated on certificate
- 9) Some contracts may require Protection and Indemnity coverage.
This should be checked out with Insurance Dept./Legal Dept.

- C. Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL

- 2) St. Charles Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be included on certificate

CERTIFICATES

Prior to starting the work, the Contractor shall deliver to the St. Charles Parish certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

HOLD HARMLESS CLAUSE

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent cause in whole or in part by negligent acts or omissions of Contractor.

LICENSE REQUIREMENTS

When applicable, a current St. Charles Parish Occupational License is to be maintained during the duration of this contract. When applicable, a current Louisiana State Contractor's License should be furnished.