

2001-0361

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
RAM' RAMCHANDRAN, COUNCILMAN-AT-LARGE, DIVISION A
DARNELL "DEE" ABADIE, COUNCILWOMAN, DISTRICT III
BRIAN A. FABRE, COUNCILMAN, DISTRICT II

RESOLUTION NO 4968

A resolution to approve the memorandum of Understanding attached hereto and made a part hereof as Exhibit "A", between the Parishes of St. Charles, St. James, and St. John the Baptist, for the purpose of rendering equipment, materials, and manpower to each of these entities in time of emergency and disasters, or as may be requested under a Parish President declaration in writing, duly signed and dated.

WHEREAS, the Parishes of St. Charles, St. James, and St. John the Baptist are exposed to many threats including but not limited to flooding, wind damages, tornadoes, chemical spills, etc.; and,

WHEREAS, each of these Parishes have limited amounts of resources to use in time of emergencies or disasters, and,

WHEREAS, the Parish Councilmembers and Administrative Departments of each Parish are willing to assist neighboring Parishes in times of disasters and in any day to day general needs without fear of diminishing public safety; and,

WHEREAS, a policy to share our resources can provide a much faster response by Officials in affected Parishes

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby approve the Memorandum of Understanding attached hereto and made a part hereof as Exhibit "A", between the Parishes of St. Charles, St. James, and St. John the Baptist, for the purpose of rendering equipment, materials, and manpower to each of these entities in time of emergency and disasters, or as may be requested under a Parish President declaration in writing, duly signed and dated.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute said Memorandum of Understanding.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 1st day of October, 2001, to become effective five (5) days after publication in the Official Journal.

Memorandum of Understanding revised

CHAIRMAN. Barry Minnich
SECRETARY Barbara J. Grant
DLVD/PARISH PRESIDENT: OCT. 2, 2001
APPROVED ✓ DISAPPROVED —

PARISH PRESIDENT: Albert D. Laque
RETD/SECRETARY. Oct 2, 2001
AT 2:55pm RECD BY BGJ

MEMORANDUM OF UNDERSTANDING

Between the following
Louisiana Parishes

ST. CHARLES, ST. JAMES AND ST. JOHN THE BAPTIST

This **MEMORANDUM OF UNDERSTANDING** is made and entered into between the Parishes of St. Charles, St. James and St. John the Baptist on this 19th day of October 2001 A.D. for the purpose of rendering equipment, materials and manpower to each of these entities in time of emergency and disasters, or as may be requested under a Parish President declaration in writing, duly signed and dated.

WHEREAS, the following Parish of St. Charles, St. James and St. John the Baptist are exposed to many threats including but not limited to flooding, wind damages, tornadoes, chemical spills, etc.; and,

WHEREAS, each of the above named Parishes has a limited amount of resources to call upon in time of emergency or disasters; and,

WHEREAS, each of the Councils and Administration Departments of each Parish is willing to assist our neighboring Parish not only in time of disasters, but under day to day general needs if the materials or services from one jurisdiction can be loaned to another without fear of diminishing public safety within the local jurisdiction providing the service; and,

WHEREAS, pursuant to Article 6, Section 20, of the Louisiana Constitution of 1974 and the Local services Law of Louisiana (Part VII, Chapter 2, Title 33 of the Revised Statues of Louisiana), the parties hereto are authorized to enter into this agreement on the terms and conditions hereinafter set forth; and,

WHEREAS, the 1974 Louisiana Disaster Act provides for a MOU between one local government agency and another; and,

WHEREAS, the policy to share our resources can provide a much faster response by officials in the affected Parish.

NOW THEREFORE, BE IT RESOLVED, that this Memorandum of Understanding herein confers upon the President of each Parish or his Official Designee the authorization to request assistance from one or more Parishes. Said request made on behalf of each Parish must be in writing, duly signed and hand delivered to the President or his Designee, as to the nature of the request.

The policy and procedures for request for resources, material, equipment and/or manpower shall be in accordance with these guidelines.

1. Request for resources shall be specific in description. A material request form must be used and faxed, or delivered to the Parish who will furnish the resource.

2. The Parish requesting the resources shall be responsible for the cost of maintaining the resource or operational cost associated with its use.

3. Only qualified personnel from either Parish shall be permitted to operate the loaned equipment.

4. If equipment is loaned, no charge shall be forthcoming or exchanged upon Parishes signing this MOU.

5. All manpower cost including administrative expenses must be borne by the Parish in which the employee is a bonifide employee. However, the Parish requesting the manpower is responsible for all salaries, benefits and overtime when using employees outside their respective Parish.

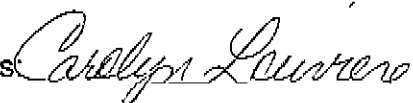
6. A time line shall be established for the use of resources, agreed upon prior to the loaning of resources. This time line shall be noted on the request form.


7. All Parishes participating in the MOU, shall provide liability insurance in the amount of 2 million dollars and sign a hold harmless agreement with each other Parish.


8. No participating Parish may enter into any other dual agreement for resources with one or more of the participating Parishes listed here, without prior approval of all Parishes participating.

9. The duration of this agreement shall be for a term of two years from the date of signing. Any Parish may withdraw at anytime upon written notification to all other Parishes. Parishes who withdraw may not use these services while not a participating Parish.


Parish President, St. Charles Parish

Witness: 


Parish President, St. James Parish

Witness: 


Parish President, St. John the Baptist Parish

Witness: 