

Wed.
2008-0470

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT

ORDINANCE NO. 08-12-8

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 funding through Louisiana's Parish Transportation Fund for the development of a public transit system.

WHEREAS, there exists a desire to establish a public transit system in St. Charles Parish; 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, Louisiana Revised Statutes 48:756 provides for an allocation of funds through the Parish Transportation Fund to specified urbanized municipalities and the parishes including St. Charles Parish for "...mass transit purposes as defined in the Transportation Equity Act for the 21st Century (TEA21), or its successor, as amended..."; and,

WHEREAS, St. Charles Parish shall distribute to the RPTA all amounts received by it, pursuant to the Parish Transportation Fund, for the specific purpose of providing public transit; and,

WHEREAS, it is the desire of the Parish President and the Parish Council to provide said 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.

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: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, NUSS

NAYS: NONE

ABSENT: COCHRAN, LAMBERT

And the ordinance was declared adopted this 1st day of December, 2008, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*

SECRETARY: *[Signature]*

DLVD/PARISH PRESIDENT: December 2, 2008

APPROVED: *[Signature]*

DISAPPROVED:

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: December 2, 2008

AT: 4:30 pm

RECD BY: *[Signature]*

**INTERGOVERNMENTAL AGREEMENT
BETWEEN**

ST. CHARLES PARISH

AND

THE RIVER PARISHES TRANSIT AUTHORITY

**THIS AGREEMENT made this 4 day of December 2008, by and between ST.
CHARLES PARISH, ("PARISH") 15045 River Road, P. O. Box 302, Hahnville, LA
70057 HEREIN REPRESENTED BY V. J. ST. PIERRE, Jr., PARISH
PRESIDENT,**

AND

**THE RIVER PARISHES TRANSIT AUTHORITY, ("RPTA") P. O. Box 2444,
LaPlace, LA 70060 HEREIN REPRESENTED BY BRENT PETIT, 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 has developed a plan for implementation of such transit system in an area including St. Charles Parish, and

WHEREAS, according to Louisiana Revised Statutes 48:756 provides for an allocation of funds through the Parish Transportation Fund to specified urbanized municipalities and parishes including St. Charles Parish for "... mass transit purposes as defined in the Transportation Equity Act for the 21st Century (TEA 21), or its successor, as amended..." and

WHEREAS, the minimum amount of such allocation is now \$75,000.00 but that such amount may change from time to time depending upon the amount appropriated for distribution for public transit, upon the formula for distribution as specified in the State Law or otherwise according to the State Law,

NOW THEREFORE THE PARISH AND THE RPTA hereby enter into this Intergovernmental Agreement for the purpose of distribution of Parish Transportation

Funds designated for use in provision of public mass transit to the RPTA for use in provision of a regional mass transit system serving St. Charles Parish subject to the following:

1. The term of this Agreement is perpetual, but may be terminated or amended at any time, based upon the mutual consent of the parties.
2. The RPTA shall be responsible for the provision 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.
5. The Parish shall distribute to the RPTA all amounts received by it, pursuant to the Parish Transportation Fund, for the specific purpose of providing public transit. The Parish will distribute to the RPTA such amounts as they are received.

WITNESSES:

Barbara Jacob Tucker
Valerie Berthelot

ST. CHARLES PARISH

BY:

V. J. ST. PIERRE, JR.
PARISH PRESIDENT

WITNESSES:

Cy LaRue
Melissa Menet

RIVER PARISHES TRANSIT AUTHORITY

BY:

Brent Petit
BRENT PETIT
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.