

2003-0103

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

RESOLUTION NO. 5091

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the Parish of St. Charles and the Parish of Jefferson to allow the use of Jefferson Parish transit buses in the event of an evacuation due to an incident at the Waterford III Nuclear Power Plant.

WHEREAS, Jefferson Parish and St. Charles Parish are both local governmental subdivisions of the State of Louisiana; and,

WHEREAS, Jefferson Parish and St. Charles Parish have a general commitment to the safety, health and welfare of their respective citizens; and,

WHEREAS, Jefferson Parish and St. Charles Parish are authorized by LA R.S. 33:1324 to enter into cooperative activities with other public entities for public purposes, and,

WHEREAS, the Waterford III Nuclear Power Plant is located within St. Charles Parish and its residents are in need of transportation equipment to be used in the event of an evacuation due to an incident at the Waterford III Nuclear Power Plant; and,

WHEREAS, Jefferson Parish owns 62 full size transit buses, each having a capacity of 45 seated and standing passengers, that are used and operated by private companies to provide transit services within Jefferson Parish; and,

WHEREAS, Jefferson Parish has agreed to allow St. Charles Parish to use these buses in the event of an evacuation due to an incident at the Waterford III Nuclear Power Plant provided that St. Charles Parish supplies properly trained and properly licensed drivers to operate these buses during the evacuation; and,

WHEREAS, St. Charles Parish has agreed to release Jefferson Parish from all liability associated with the use of the buses and the evacuation effort; and,

WHEREAS, the residents of Jefferson Parish and St. Charles Parish will benefit from the efforts of all parties.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the Parish President to execute said Cooperative Endeavor Agreement between the Parish of Jefferson and the Parish of St. Charles.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO

NAYS: NONE

ABSENT: MINNICH

And the resolution was declared adopted this 7th day of April, 2003, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY

DLVD/PARISH PRESIDENT

APPROVED

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 4:10 pm RECD BY:

Lance J. Marino

Barbara J. Jacob

April 8, 2003

Albert D. Laque

April 8, 2003

BJJ

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
PARISH OF JEFFERSON
AND
PARISH OF ST. CHARLES**

This cooperative endeavor agreement is entered into between the PARISH OF JEFFERSON (JEFFERSON) and PARISH OF ST. CHARLES (ST. CHARLES) on the 8th day of April, 2003.

WHEREAS, this agreement is authorized pursuant to the provisions of Jefferson Parish Council Resolution No. 977 77, adopted on the 12th day of February, 2003 and pursuant to the provisions of St. Charles Parish Council Resolution No. 5091, adopted on the 7th day of April, 2003; and

WHEREAS, JEFFERSON and ST. CHARLES are both local governmental subdivisions of the State of Louisiana; and

WHEREAS, JEFFERSON and ST. CHARLES have a general commitment to the safety, health and welfare of their respective citizens; and

WHEREAS, JEFFERSON and ST. CHARLES are authorized by La. R.S. 33:1324 to enter into cooperative activities with other public entities for public purposes; and

WHEREAS, the Waterford Nuclear Plant is located within St. Charles Parish and its residents are in need of transportation equipment to be used in the event of an evacuation due to an incident at the Waterford Nuclear Plant; and

WHEREAS, JEFFERSON owns 62 full size transit buses, each having a capacity of 45 seated and standing passengers, that are used and operated by private companies to provide transit services within Jefferson Parish; and

WHEREAS, JEFFERSON has agreed to allow ST. CHARLES to use these buses in the event of an evacuation due to an incident at the Waterford Nuclear Plant provided that ST. CHARLES supplies properly trained and properly licensed drivers to operate these buses during the evacuation; and

WHEREAS, ST. CHARLES has agreed to release JEFFERSON from all liability associated with the use of the buses and the evacuation effort; and

WHEREAS, the residents of Jefferson Parish and ST. CHARLES Parish will benefit from the efforts of all parties.

NOW, THEREFORE, JEFFERSON and ST. CHARLES hereby agree as follows:

PURPOSE

The purpose of the Cooperative Endeavor Agreement is to provide for cooperation between JEFFERSON and ST. CHARLES for the evacuation of ST. CHARLES in the event of an evacuation due to an incident at the Waterford Nuclear Plant.

SCOPE AND PROJECT RESPONSIBILITY

JEFFERSON agrees to make some or all of its 62 full size transit buses, each having a capacity of 45 seated and standing passengers, that are used and operated by private companies to provide transit services within Jefferson Parish; available to ST. CHARLES in the event of an evacuation due to an incident at the Waterford Nuclear Plant.

ST. CHARLES agrees to use the buses provided by JEFFERSON only to evacuate its residents in the event of an evacuation due to an incident at the Waterford Nuclear Plant and to provide properly trained and properly licensed drivers to operate these buses during the evacuation; and

ST. CHARLES shall be responsible for picking the buses up in Jefferson Parish and shall be responsible for all aspects of the evacuation including fueling the buses, administration, development, coordinating and conducting the evacuation. JEFFERSON is not obligated to provide any funds for the evacuation.

COST

All funds for the evacuation due to an incident at the Waterford Nuclear Plant, including but not limited to fuel costs and driver costs will be provided by ST. CHARLES

MAINTENANCE

ST. CHARLES shall maintain all JEFFERSON buses while the buses are in their possession and shall return the buses to JEFFERSON in the same conditions as when they picked up the JEFFERSON buses in Jefferson Parish, normal wear and tear excepted. ST. CHARLES shall pay all cost to repair, restore, or replace buses damaged or destroyed while in the possession of ST. CHARLES.

HOLD HARMLESS AND IMDENITY

ST. CHARLES further agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless Jefferson Parish, its officials, officers and employees from any claims that may be asserted by any persons or parties resulting from the use of the buses by ST. CHARLES. Further, ST. CHARLES agrees that it shall indemnify and save harmless and provide a defense for Jefferson Parish, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of JEFFERSON and ST. CHARLES or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of ST. CHARLES, its employees, servants, contractors, or any person engaged upon or in connection with the evacuation or use of JEFFERSON owned buses, or any other claim of whatever kind or nature arising from, out of or in any way connected with the use of JEFFERSON's buses, to the extent permitted by law.

Nothing herein is intended, nor shall be deemed, to create a third party beneficiary to any obligation by JEFFERSON herein or to authorize any third person to have any action against JEFFERSON arising out of this agreement.

TERM

This Agreement shall be effective from the latest of the dates of execution by both JEFFERSON and ST. CHARLES and shall remain in effect for two (2) years.

INDEPENDENT CONTRACTOR

It is understood and agreed by the Parties hereto that JEFFERSON and ST. CHARLES are entering into this Agreement in the capacity of independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between JEFFERSON and ST. CHARLES.

AMENDMENT OF AGREEMENT

The parties hereto agree that any amendment hereto shall be in writing.

THUS DONE AND EXECUTED by the parties before the undersigned competent witnesses on the day, month and year first above written.

WITNESSES:

PARISH OF JEFFERSON

Lynn Dechelman

Ann H. Guidry

By: 

**AARON BROUSSARD,
CHAIRMAN**

PARISH OF ST. CHARLES

Barbara Jant

Udovie Berthelot

By: 

**ALBERT D. LAQUET
PARISH PRESIDENT**

On joint motion of all Councilmen present, the following resolution was offered:

RESOLUTION NO. 97777

A resolution authorizing the Council Chairman or in his absence the Vice-Chairman to execute a Cooperative Endeavor Agreement between the Parish of St. Charles and the Parish of Jefferson to allow St. Charles Parish to use Jefferson Parish transit buses in the event of an evacuation due to an incident at the Waterford Nuclear Plant and to provide for related matters.

WHEREAS, Jefferson Parish and St. Charles Parish are both local governmental subdivisions of the State of Louisiana; and

WHEREAS, Jefferson Parish and St. Charles Parish have a general commitment to the safety, health and welfare of their respective citizens; and

WHEREAS, Jefferson Parish and St. Charles Parish are authorized by La. R.S. 33:1324 to enter into cooperative activities with other public entities for public purposes; and

WHEREAS, the Waterford Nuclear Plant is located within St. Charles Parish and its residents are in need of transportation equipment to be used in the event of an evacuation due to an incident at the Waterford Nuclear Plant; and

WHEREAS, Jefferson Parish owns 62 full size transit buses, each having a capacity of 45 seated and standing passengers, that are used and operated by private companies to provide transit services within Jefferson Parish; and

WHEREAS, Jefferson Parish has agreed to allow St. Charles to use these buses in the event of an evacuation due to an incident at the Waterford Nuclear Plant provided that St. Charles supplies properly trained and properly licensed drivers to operate these buses during the evacuation; and

WHEREAS, St. Charles has agreed to release Jefferson Parish from all liability associated with the use of the buses and the evacuation effort; and

WHEREAS, the residents of Jefferson Parish and St. Charles Parish will benefit from the efforts of all parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Council Chairman or in his absence the Vice-Chairman is authorized to execute a Cooperative Endeavor Agreement between St. Charles Parish and the Parish of Jefferson to allow St. Charles Parish to use Jefferson Parish transit buses in the event of an evacuation due to an incident at the Waterford Nuclear Plant and to provide for related matters, as set forth in the agreement document attached hereto and made a part hereof, and any other documents to give full force and effect to this resolution.

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

YEAS: 5

NAYS: None

ABSENT: (2) Ward & Jones

The resolution was declared to be adopted on this the 12th day of February, 2003.

FOREWORTH IS CORRECT
AND A TRUE & CORRECT COPY
Terrie L. Rodrigue
TERRIE L. RODRIGUE
PARISH CLERK
JEFFERSON PARISH COUNCIL