

**CITY ORDINANCE NO. CO-154-2021**

**AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND THE CITY OF SCOTT FOR THE USE OF A LAFAYETTE FIRE DEPARTMENT SPARE LADDER TRUCK BY THE SCOTT FIRE DEPARTMENT**

**BE IT ORDAINED** by the Lafayette City Council, that:

**WHEREAS**, the City of Lafayette is the owner of a 1995 Pierce Lance 100' ladder truck, unit number 4120-8073, which is a spare ladder truck of the Lafayette Fire Department (“Spare Ladder Truck”); and

**WHEREAS**, the City of Scott is or will be the owner of a ladder truck for fire protection, but in order to maintain its fire rating with the Property Insurance Association of Louisiana, the City of Scott is required to have access to an additional ladder truck in the event that its own ladder truck is not in operation or out of service; and

**WHEREAS**, the City of Scott has requested to have access to the Spare Ladder Truck for the purpose described above pursuant to a cooperative endeavor agreement with the City of Lafayette; and

**WHEREAS**, the Property Insurance Association of Louisiana further requires that the Fire Chiefs of the City of Lafayette and the City of Scott be additional signatories to the cooperative endeavor agreement; and

**WHEREAS**, the Lafayette City Council finds that this cooperative endeavor agreement is for a public purpose; and

**WHEREAS**, the City of Scott’s use of the Spare Ladder Truck is authorized by Article VII, Section 14 (B)(14) of the Louisiana Constitution, which permits a political subdivision to donate the use of public equipment upon request to another political subdivision for an activity or function the requesting political subdivision is authorized to exercise; and

**WHEREAS**, the cooperative endeavor agreement is authorized by Article VII, Section 14 (C) of the Louisiana Constitution, which permits political subdivisions to engage in cooperative endeavors with each other for a public purpose.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Lafayette City Council, that:

**SECTION 1:** All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

**SECTION 2:** The Lafayette Mayor-President and the Lafayette Fire Chief be and are hereby authorized, empowered, and directed to execute a cooperative endeavor agreement

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between the City of Lafayette and the City of Scott substantially in the form as is attached hereto, and made a part hereof, in accordance with the above.

**SECTION 3:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 4:** This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

\* \* \* \* \*

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN THE CITY OF SCOTT AND THE CITY OF LAFAYETTE  
FOR THE USE OF A  
CITY OF LAFAYETTE FIRE DEPARTMENT LADDER TRUCK**

This Agreement, made effective as of the last date that this document has been executed by both parties ("Effective Date"), is made and entered into on the days and dates hereinafter set forth, by and between the:

CITY OF SCOTT, appearing herein through its duly elected Mayor, Jan-Scott Richard, duly authorized by resolution number \_\_\_\_\_ of the City Council for the City of Scott, adopted on the \_\_\_ day of \_\_\_\_\_, 2021, hereinafter referred to as SCOTT; and

CITY OF LAFAYETTE, appearing herein through its Mayor-President, Joshua S. Guillory, duly authorized by ordinance number O-\_\_\_\_\_-2021 of the Lafayette City Council, adopted on the \_\_\_ day of \_\_\_\_\_, 2021, hereinafter referred to as LAFAYETTE.

WITNESSETH:

WHEREAS, Article 7, Section 14(C) of the Louisiana Constitution permits political subdivisions to engage in cooperative endeavors with each other for a public purpose; and

WHEREAS, Article 7, Section 14(B)(14) of the Louisiana Constitution permits a political subdivision to donate the use of public equipment upon request to another political subdivision for an activity or function the requesting political subdivision is authorized to exercise; and

WHEREAS, La. R.S. 33:1324 (the "Local Services Law") provides that any municipality or political subdivision of the state may make agreements between or among themselves for the promotion and maintenance of any undertaking or the exercise of any power, specifically including police, fire and health protection; and

WHEREAS, SCOTT is or will be the owner of a ladder truck for fire protection, but in order to maintain its fire rating with the Property Insurance Association of Louisiana (PIAL), it is required that SCOTT have access to an additional ladder truck in the event that its own ladder truck is not in operation or out of service; and

WHEREAS, SCOTT is desirous of obtaining the use of a spare LAFAYETTE Fire Department ladder truck for said purpose, hereinafter referred to as the "spare ladder truck";

WHEREAS, LAFAYETTE is willing to allow SCOTT to use the spare ladder truck under the terms and conditions set forth herein; and

WHEREAS, it is necessary and desirable that a cooperative endeavor agreement be executed for the use of the spare ladder truck;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, SCOTT and LAFAYETTE agree as follows:

1. USE BY SCOTT OF A LAFAYETTE SPARE LADDER TRUCK:

LAFAYETTE agrees to allow SCOTT the use of a 1995 Pierce Lance 100' ladder truck, unit number 4120-8073, whenever the SCOTT Fire Department ladder truck is not in operation or out of service, for any reason.

2. CONDITIONS AND TERMS OF USE:

Whenever the ladder truck belonging to SCOTT is not in operation or out of Service, for any reason, the SCOTT fire chief shall so advise the LAFAYETTE fire chief, verbally or in writing, and SCOTT shall take possession of the spare ladder truck, which shall be housed at SCOTT Fire Department facilities while in SCOTT's possession.

3. INSURANCE:
  - a. It is agreed that SCOTT will, at all time while the spare ladder truck is in its possession, at its expense, maintain the following policies of insurance:
    - i. Commercial General Liability insurance with limits of \$500,000 per occurrence including, but not limited to, coverage for Bodily Injury, Property Damage, Premises Operations, and Independent Contractors.
    - ii. Commercial Automobile Liability insurance with a combined single limit of \$500,000 per occurrence, with "Hired" and "Non-Owned Auto" coverage in said amount with respect to the spare ladder truck.
    - iii. Property insurance of no less than the value of the spare ladder truck.
  - b. As to all insurance required herein, SCOTT shall deliver to LAFAYETTE upon execution of this Agreement an appropriate certificate of insurance on a form acceptable to LAFAYETTE, indicating such coverages effective as of the Effective Date and it shall provide for written notice to LAFAYETTE thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder. SCOTT shall deliver to LAFAYETTE such renewal or replacement certificates of insurance as needed to evidence continuing insurance coverages.
  - c. SCOTT shall, without expense to LAFAYETTE, list LAFAYETTE, the Lafayette City-Parish Consolidated Government (LCG), and their officials, employees, and volunteers as named additional insureds and certificate holders on all liability insurance policies required by this Agreement; and list LAFAYETTE as the loss payee on the property insurance policy required by this Agreement.
4. INDEMNIFICATION AND HOLD HARMLESS: SCOTT shall indemnify and hold harmless LAFAYETTE, LCG, and their agents, representatives, employees, and elected and appointed officials of and from any and all claims, demands, causes of action, rights of action, suits, judgments, or executions, including attorney fees, which may be asserted by any persons or parties whomsoever arising out of or resulting from any use or possession by SCOTT of the spare ladder truck.
5. NON-ASSIGNABILITY: This Agreement is strictly between SCOTT and LAFAYETTE, and cannot be assigned, sublet, contracted away or in any manner transferred.
6. TERMINATION: Either party may terminate this Agreement, for any reason, upon thirty (30) days written notice to the other party.

[Signature Page Follows]

As required by PIAL, NOW COMES AND APPEARS the respective fire chiefs for SCOTT and LAFAYETTE, who agree to the terms and conditions of this agreement, and to be bound thereby.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate originals by their respective duly authorized officers, as of the day and year hereinafter set forth.

WITNESSES:

CITY OF SCOTT

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jan-Scott Richard, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chad Sonnier, Scott Fire Chief

Date: \_\_\_\_\_

WITNESSES:

CITY OF LAFAYETTE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Joshua S. Guillory, Mayor-President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Benoit, Lafayette Fire Chief

Date: \_\_\_\_\_



RECEIVED

OCT 18 2021

Lafayette Consolidated Government  
Chief Administrative Officer

## Internal Memorandum

Fire Department  
Administration (4100)

TO: Cydra Wingerter, CAO

DATE: October 15, 2021

FROM: Fire Chief Robert P. Benoit

SUBJECT: CEA Between the City of Lafayette and the City of Scott for Use of Spare Ladder Truck

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Please find attached a proposed ordinance authorizing a cooperative endeavor agreement between the City of Lafayette and the City of Scott for the use of a Lafayette Fire Department spare ladder truck by the Scott Fire Department. Lafayette City Council approval is recommended by the Lafayette Fire Department.

Please place this ordinance on the Lafayette City Council agenda for introduction on November 2, 2021 with final adoption on November 16, 2021.

If you have any questions I will be available to discuss.

A handwritten signature in black ink, appearing to read "Robert P. Benoit", written over a horizontal line.

Robert P. Benoit  
Fire Chief

RPB/ya

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City Council authorizing a cooperative endeavor agreement between the City of Lafayette and the City of Scott for the use of a Lafayette Fire Department spare ladder truck by the Scott Fire Department (Fire Department).

2) ACTION REQUESTED: Adoption of Ordinance

3) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: November 2, 2021

B) FINAL ADOPTION: November 16, 2021

4) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Cooperative Endeavor Agreement (3 pages)

5) FISCAL IMPACT:

       Fiscal Impact

  X   No Fiscal Impact

RECOMMENDED BY:

  
ROBERT P. BENOIT  
FIRE CHIEF

APPROVED FOR AGENDA BY:

  
CYDRA WINGERTER  
CHIEF ADMINISTRATIVE OFFICER





DISPOSITION OF ORDINANCE NO. CO-154-2021

1. This ordinance was introduced: November 2, 2021  
YEAS: Lewis, Naquin, Hebert, Cook, Lazard  
NAYS: None  
ABSENT: None  
ABSTAIN: None
- Final disposition by Council: November 16, 2021  
YEAS: Lewis, Naquin, Hebert, Cook, Lazard  
NAYS: None  
ABSENT: None  
ABSTAIN: None
2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on November 5, 2021.
3. This ordinance was presented to the Mayor-President for approval on November 17, 2021, at 9:30 o'clock a.m.
- Kenneth L. Milh  
CLERK OF THE COUNCIL
4. Disposition by Mayor-President:  
I hereby:
- A. Approve this ordinance, the 19 day of NOVEMBER, 2021, at 1:35 o'clock p.m.
- B. Veto this ordinance, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_m., veto message is attached.
- C. Line item veto certain items this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_m., veto message is attached.
- John B. Galloway  
MAYOR-PRESIDENT
5. Returned to Council Office with/without veto message on November 23, 2021, at 11:03 o'clock a.m.
6. Reconsideration by Council (if vetoed):  
On \_\_\_\_\_, 2021, the Council did/refused to adopt this ordinance after the Mayor-President's veto.
7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_m.
- If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.*
- Kenneth L. Milh  
CLERK OF THE COUNCIL
8. Full publication of this ordinance was made in the Advertiser on November 19, 2021.

