



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpj.net

#46

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel "Monty"
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, SEPTEMBER 18, 2018 AT SEVEN O'CLOCK P.M.

On motion of Mr. Lewis, seconded by Mr. Montelongo, it was moved to **adopt** the following resolution:

RESOLUTION SBPC #1880-09-18

A RESOLUTION SUPPORTING THE PARISH PRESIDENT TO SIGN AN INTERAGENCY AGREEMENT WITH U.S. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION TO PROVIDE EMERGENCY AND FIRE PROTECTION SERVICES FOR NASA'S MICHLOUD ASSEMBLY FACILITY.

WHEREAS, the U.S. National Aeronautics and Space Administration ("NASA") is in need of the assistance of St. Bernard Parish to provide emergency and fire protection services for NASA's Michoud Assembly Facility;

WHEREAS, NASA will provide funding for the said services, which will allow St. Bernard Parish Government to retain additional fire fighters, equipment, and training for the fire fighters;

WHEREAS, the funding provided by NASA will positively impact St. Bernard Parish's budget;

WHEREAS, the St. Bernard Parish Council decrees that the attached Exhibit "A" is a proper and fair Interagency Agreement that is in the best interests of St. Bernard Parish.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support the efforts of the Parish President in executing the Interagency Agreement, which is attached as Exhibit "A", on behalf of St. Bernard Parish.



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Kerri Callais
*Councilmember
at Large*

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Extract #46 continued
September 18, 2018

Richard "Richie" Lewis
*Councilmember
at Large*

.The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

Gillis McCloskey
*Councilmember
District A*

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Lewis

Nathan Gorbaty
*Councilmember
District B*

NAYS: None

Howard Luna
*Councilmember
District C*

ABSENT: None

The Council Chair, Ms. Callais, cast her vote as **YEA**.

Wanda Alcon
*Councilmember
District D*

And the motion was declared **adopted** on the 18th day of September, 2018.

**Manuel "Monty"
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, September 18, 2018.

Witness my hand and the seal
of the Parish of St. Bernard on
this 18th day of September, 2018.

ROXANNE ADAMS
CLERK OF COUNCIL

Interagency Agreement
between the
National Aeronautics and Space Administration
and
St. Bernard Parish Government

Authority and Parties

The National Aeronautics and Space Administration in Washington, D.C., (hereinafter referred to as “NASA” and represented by the George C. Marshall Space Flight Center) enters into this Interagency Agreement (hereinafter referred to as “IAA”) in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113) and in accordance with 42 U.S.C. § 1856a. The St. Bernard Parish Government represented by the St. Bernard Parish Fire Department (hereinafter referred to as “Partner”), enters into this IAA in accordance with the Home Rule Charter or other applicable authority through which the St. Bernard Parish Government intends to possess and exercise the broadest rights, powers, privileges and authority of self-government. NASA and Partner may be individually referred to as a “Party” and collectively referred to as the “Parties.”

Purpose

This IAA shall be for the purpose of working together to provide emergency and fire protection services for NASA’s Michoud Assembly Facility.

Responsibilities

NASA will use reasonable efforts to make its property, facilities, and equipment available to Partner for use in providing emergency and fire protection services to MAF. Specifically, NASA will use reasonable efforts to:

1. Provide use of the MAF fire station (i.e., Building 320), which is equipped with a day/training room, an office, a kitchen, showers and sleeping accommodations for four firefighters, fifteen lockers, a telephone, internet access, and a computer with an all-in-one printer/scanner/copier/fax.
2. Provide and maintain (1) a fire station alerting system compatible with the Partner alerting system, (2) all necessary portable communication equipment (i.e., radios for the fire station and emergency vehicles), and (3) one cell phone.
3. Provide all utilities, lawn maintenance, and custodial services (which do not include housekeeping services) for the MAF fire station.
4. Provide office and cleaning supplies for MAF fire station necessary to conduct day-to-day business.
5. Provide and maintain two fully-equipped pumper fire engines (i.e., “Engine 45” and “Sprint 45”) that are ASHA/NFPA/ANSI-certified and compliant with requirements for Partner first alarm companies.

6. Provide fuel for all emergency vehicles and equipment on a 24-hour basis via the fueling facilities at Building 358.
7. Provide all emergency response medical supplies and equipment (e.g., automated external defibrillators and self-contained breathing apparatuses) and any associated replacement parts (a list of medical supplies and equipment is attached to this IAA).
8. Provide and maintain (i.e., replace as needed) all turnout gear and personal protective equipment needed by eighteen (18) firefighters.
9. Provide a listing of MAF facilities requiring an annual fire drill.
10. Respond to requests for facility information necessary for pre-fire planning.
11. Provide any specialized training to Partner firefighters specific to MAF.
12. Assist Partner with emergency calls involving a facility by dispatching a NASA representative familiar with the facility.

Partner will use reasonable efforts to provide personnel necessary to provide emergency and fire protection services to MAF. Specifically, Partner will use reasonable efforts to:

1. Staff the MAF fire station (i.e., Building 320) on a 24-hour basis with four permanently-badged (see paragraph 1 in “Special Considerations” below), fully qualified firefighters with the required national certifications and the following capabilities: one captain, one engineer/driver, and two firefighters. All shall be certified by the Louisiana Bureau of Emergency Medical Services to provide basic life support.
2. Ensure the MAF fire station is staffed at the stated level at all times and provide immediate notification if the stated level cannot be maintained; the staff can be reduced to three firefighters for no more than four hours in a 24-hour calendar day provided the foregoing capabilities can be provided at the specified level at all times.
3. Ensure firefighters assigned to MAF serve a minimum of 12 consecutive months, and when reassignment is necessary before expiration of the 12 months, submit a written staffing mitigation plan to the NASA Technical Point of Contact for approval prior to the reassignment.
4. Ensure any vacancy is permanently filled within 30 calendar days unless a longer period is approved in writing by the NASA Technical Point of Contact.
5. Document and perform building familiarization for each MAF facility that includes collecting and maintaining all critical information about each MAF facility as reviewed and approved by NASA (e.g., physical layout, special hazards, high-value equipment, special instructions in the event of a fire, and mission critical areas).
6. Provide all necessary emergency and fire protection services including fire suppression, medical assessment and stabilization, hazardous materials operations, heavy tactical rescue, high angle rescue, confined space rescue, trench rescue, elevator rescue, vehicle extrication, and assessment of need for additional aid using the Region One Mutual Aid Agreement.

7. Provide all services and conduct all operations in accordance with the requirements of (1) the National Fire Protection Association (NFPA), (2) the Occupational Safety and Health Administration (OSHA), and (3) all rules and regulations applicable to Partner. In case of a conflict, the more stringent requirement applies.
8. Respond to water-born emergencies in accordance with established protocol using members of the St. Bernard Parish Fire Department's Swift Water Flood Rescue Team.
9. Communicate status of emergency operations to the designated NASA representative at the fire command post.
10. Provide standby operations (i.e., be on location ready to handle emergencies) upon request for hazardous operations (e.g., gaseous operations, handling explosives, welding and cutting under adverse conditions, controlled burning of vegetation, and launching/recovering/refueling of aircraft).
11. Issue hot work permits for MAF in accordance with the latest revision of NASA Technical Standard 8719.11.
12. Inspect fire engines and associated firefighting equipment on a daily basis and report any issues/concerns to NASA. The Partner shall stage a fully equipped 1500 GPM pumper at MAF for immediate use in case MAF's apparatus is down for maintenance
13. Inspect all MAF facilities on an annual basis (during normal working hours) for compliance with applicable safety and fire codes; record the results of such inspections in the Partner records management system within 72 hours; if a deficiency is found, submit a report from the Partner records management system to the NASA Technical Point of Contact within 72 hours; and submit results of such inspections on a quarterly basis to the NASA Technical Point of Contact.
14. Assist NASA with achieving certifications for all MAF fire alarm/suppression systems in accordance with the Louisiana State Fire Marshal Act and all other applicable codes or regulations as requested by NASA.
15. Inspect all MAF fire alarm/suppression systems and risers on an annual basis for visual signs of deterioration and to ensure system certifications are current.
16. Conduct a minimum of one fire drill for each MAF facility and participate in such fire drills to maintain proficiency in response capability. The results of such drills shall be recorded in the Partner records management system and reported on a quarterly basis to the NASA Technical Point of Contact.
17. Inspect all MAF fire extinguishers (not to exceed 2000 fire extinguishers) on an annual basis in accordance with criteria established by NFPA Standard 10. The results of such inspections shall be both immediately recorded in the Partner records management system and reported on a quarterly basis to the NASA Technical Point of Contact.
18. Inspect all MAF fire hydrants on an annual basis and perform a flow test on all MAF fire hydrants on a biennial basis.

19. As requested by NASA, support special safety and health events (e.g., Fire Prevention Week and the annual safety and health fair) with available capabilities (e.g., the Partner Fire Safety House, hand-out materials, cardiopulmonary resuscitation training and instruction of the use of fire extinguishers).

Financial Obligations

NASA agrees to reimburse Partner an estimated cost to carry out its responsibilities under this Agreement in accordance with the following schedule. All reimbursable costs shall be defined as those direct costs associated with staffing, hiring, and/or training of personnel required to carry out Partner's responsibilities under this agreement.

From October 1, 2018 to September 30, 2019, a total of \$2,126,909.06 in quarterly payments. The first quarterly payment shall be due December 1, 2018.

From October 1, 2019 to September 30, 2020, a total of \$2,155,642.46 in quarterly payments. The first quarterly payment shall be due December 1, 2019.

From October 1, 2020 to September 30, 2021, a total of \$1,996,722.63 in quarterly payments. The first quarterly payment shall be due December 1, 2020.

From October 1, 2021 to September 30, 2022, a total of \$2,096,558.76 in quarterly payments. The first quarterly payment shall be due December 1, 2021.

From October 1, 2022 to September 30, 2023, a total of \$2,201,386.70 in quarterly payments. The first quarterly payment shall be due December 1, 2022.

See attached **Exhibit #1** which is hereby made part of this agreement.

The Partner shall submit invoices for its costs on a quarterly basis to the NASA Shared Services Center. Invoices may be submitted electronically at www.nssc.nasa.gov or mailed to the following address.

NASA Shared Services Center
Attn: FMD Accounts Payable
Building 1111, C Road
Stennis Space Center, MS 39529

All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency (31 U.S.C. § 1341).

Liability and Risk of Loss

1. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or

employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

Intellectual Property Rights – Data Rights – Free Exchange of Data

NASA and Partner agree that the information and data exchanged in furtherance of the activities under this IAA will be exchanged without use and disclosure restrictions unless required by national security regulations (*e.g.*, classified information) or as otherwise provided in this IAA or agreed to by NASA and Partner for specifically identified information or data (*e.g.*, information or data specifically marked with a restrictive notice).

Intellectual Property Rights – Patent and Invention Rights

Unless otherwise agreed upon by NASA and Partner, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of an Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

Release of General Information to the Public and Media

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and Partner will seek to consult with each other prior to any such release, consistent with the Parties' respective policies.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

Term of Agreement

This IAA becomes effective upon **October 1, 2018** and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

Right to Terminate

Either Party may unilaterally terminate this Agreement by providing **ninety (90) calendar days** written notice to the other Party.

Continuing Obligations

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, *e.g.*, “Liability and Risk of Loss” and “Intellectual Property Rights” and related clauses shall survive such expiration or termination of this Agreement.

Points of Contact

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact:

NASA

Lionel J. Dutreix
Deputy Chief Operating Officer
13800 Old Gentilly Road
New Orleans, La. 70129
Phone: 504-257-2651
Cell: 228-332-0994
Fax: 504-257-5565
Lionel.J.Dutreix@nasa.gov

Partner

Ronald J. Alonzo, Jr.
St. Bernard Parish Government
Chief Administrative Officer
8201 West Judge Perez Drive
Chalmette, LA 70043
Phone: 504-278-4200
Fax: 504-278-4493
ralonzo@sbpg.net

Technical Points of Contact:

NASA

S.A. Turner
Protective Services
13800 Old Gentilly Road
New Orleans, La. 70129
Phone: 504-257-2526
Cell: 504-458-5880
Fax: 504-257-5565
Stephen. A.Turner@nasa.gov

Partner

Thomas Stone
Fire Chief
8201 West Judge Perez Drive
Chalmette, LA 70043
Phone: 504-278-4275
Cell: 504-884-2877
Fax: 504-278-4493
tstone@sbpg.net

Dispute Resolution

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and Partner will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to the Department of the Treasury's *Treasury Financial Manual*, Volume 1, Part 2, Chapter 4700, Appendix 10, subsection 2.3.4, Dispute Resolution Process.

Modifications

Any modification to this IAA shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

Applicable Law

U.S. Federal law governs this IAA for all purposes, including, but not limited to, determining the validity of the IAA, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

Loan of Government Property

The parties shall enter into a NASA Form 893, "Loan of NASA Equipment," for NASA equipment loaned to Partner.

Special Considerations

1. Performance of this IAA will require access to NASA's Michoud Assembly Facility. Partner employees requiring access must undergo a background investigation to receive a permanent access badge from NASA. Requests for badging shall be submitted electronically within 30 days of assignment to MAF through NASA's Agency-wide Personal Identity Verification (PIV) system. When access is no longer needed, a termination request must be submitted through the PIV system and the employee must be cleared in accordance with MSFC Form 383-3, "Michoud Assembly Facility (MAF) Contractor Employee Clearance Form."
2. Partner shall comply with all applicable environmental policies and procedures including, but not limited to, MPD 8500.1, "MSFC Environmental Management Policy," and MPR 8500.1, "MSFC Environmental Management Program." Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Partner, and loss of access to MAF.

3. The Contractor shall comply with all applicable responsibilities of contractors set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening or Violent Behavior in the Workplace."

Signatory Authority

Approved and authorized on behalf of each Party by:

**National Aeronautics and
Space Administration**

St. Bernard Parish Government

**Steven Miley
Associate Director
George C. Marshall Space Flight Center**

**Guy McInnis
Parish President
St. Bernard Parish Government**

Date

Date

**St. Bernard Parish Government
Exhibit #1**

St. Bernard Parish Government Fire Department

	<u>Contract</u>	<u>Training*</u>		<u>Total Contract</u>
Year 1	1,811,086.29	315,822.77	1	2,126,909.06
Year 2	1,901,640.60	254,001.86	2	2,155,642.46
Year 3	1,996,722.63			1,996,722.63
Year 4	2,096,558.76			2,096,558.76
Year 5	2,201,386.70			<u>2,201,386.70</u>
				10,577,219.61

*Training includes training academy, compensation, and bunker gear

1: includes 10 employees

2: includes 8 employees