



St. Bernard Parish Council

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

#10

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, NOVEMBER 5, 2019 AT SEVEN O'CLOCK P.M.

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

RESOLUTION SBPC #1987-11-19

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT TO SIGN A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN ST. BERNARD PARISH GOVERNMENT AND ST. BERNARD CHAMBER OF COMMERCE.

WHEREAS, the advancement of business and commerce is of vital importance to the citizens of St. Bernard Parish; and,

WHEREAS, it is the mission of the Chamber of Commerce to advance economic vitality and quality of life in St. Bernard Parish by stimulating private investment, promoting job creation, encouraging the expansion and retention of existing companies, and providing businesses in St. Bernard Parish with resources., as explained in more detail in attached "Exhibit A"; and,

WHEREAS, a Council Resolution authorizing the Parish President to sign Cooperative Endeavor Agreement between St. Bernard Parish Government and the St. Bernard Chamber of Commerce is needed for the parish to give the Chamber of Commerce a \$10,000 annual grant.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the Governing Authority, does hereby authorize the Parish President to sign the Cooperative Endeavor Agreement between St. Bernard Parish Government and the St. Bernard Chamber of Commerce attached as "Exhibit A".



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Extract #10 continued
November 5, 2019

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

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

NAYS: None

ABSENT: None

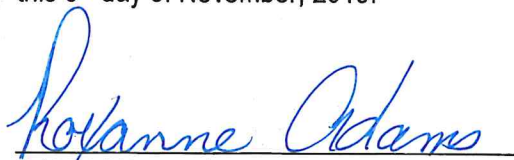
The Council Chair, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 5th day of November, 2019.

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, November 5, 2019

Witness my hand and the seal
of the Parish of St. Bernard on
this 5th day of November, 2019.


ROXANNE ADAMS
CLERK OF COUNCIL

COOPERATIVE ENDEAVOR AGREEMENT
between
ST. BERNARD PARISH GOVERNMENT
and
ST. BERNARD CHAMBER OF COMMERCE

This **COOPERATIVE ENDEAVOR AGREEMENT** (hereinafter referred to as Agreement), has been made and entered into by and between the St. Bernard Parish Government (hereinafter referred to as the Parish) and the St. Bernard Chamber of Commerce domiciled at 100 Port Boulevard, Suite 10, Chalmette Louisiana 70043, (hereinafter referred to as the Chamber)

I. The Purpose of the Agreement

The purpose of this Cooperative Endeavor Agreement is to memorialize the conditions and terms on which St. Bernard Parish Government bestows a grant for the performance of certain services to the Chamber. The Chamber was formed as a section 501(c) (6) non-profit organization. It is the intention of the Parish to continue supporting the efforts of commercial development in St. Bernard Parish by providing a grant in return for specific services. Those services are outlined in this agreement. The Chamber will be the recipient of the grant.

II. Scope of Services

It is the mission of the Chamber to advance economic vitality and quality of life in St. Bernard Parish by stimulating private investment, promoting job creation, encouraging the expansion and retention of existing companies and providing businesses in St. Bernard Parish with resources. The Chamber has historically promoted St. Bernard Parish's many economic advantages and marketed local products and services to spur commercial development of the area. Further, the Chamber is primarily an organization for the advancement of business and commerce in St. Bernard Parish.

The goal of this Agreement is to develop a formal vehicle for financial assistance to the Chamber in the implementation of the mission and purposes of the Chamber and thereby provide service to the Parish and the people of St. Bernard Parish.

The Chamber will provide St. Bernard Parish Government an annual plan outlining specific activities demonstrating specific goals and objectives for the use of funds and also indicators of measures of performance. The plans, activities and objectives will be a major element and priority for the staff of the Chamber.

It is recognized that the Parish currently does not provide in-kind assistance in the form of either housing or clerical support to the Chamber. However, this grant is intended to assist in the operations of the Chamber and in financial support activities to maintain its office and appropriate staff and to finance its various efforts and programs. It is further acknowledged and understood that the Chamber will seek additional operating and program funds from state, federal, local, and private sources. The grant, which is subject of this agreement, is intended for use for any lawful purpose by the Chamber in the achievement of its mission and goals.

III. Specific Functions and Goals

It is specifically acknowledged by the Parish that the Chamber is not a public body nor a branch, department, office, agency, board, commission, district, governing authority, political subdivision, or committee, subcommittee, advisory board, or task force of government, nor any other instrumentality of state, parish, or municipal government, and is not a public or quasi-public nonprofit corporation and is specifically not designated to perform governmental or proprietary functions of government.

Rather, the Chamber is a private entity which has contracted with the Parish to perform services as outlined herein. The function of the Chamber shall be, during the term of the grant, as follows:

1. Programming to attract new business;
2. Stimulate private investment;
3. Promote job creation;
4. Encourage expansion and retention of existing companies;
5. Provide businesses in the Parish with workforce training;
6. Marketing St. Bernard's economic advantages;
7. Marketing local products and services to spur commercial development of the area;
8. Participate in regional and statewide commercial development efforts including but not limited to New Orleans Chamber of Commerce;
9. Working with and supporting branches of St. Bernard Government in the context of commercial development efforts; and
10. Entering into whatever regional and statewide efforts are appropriate and necessary in the judgment of the Chamber for promotion in the interest of St. Bernard Parish business development.

IV. Grant Amount and Payment Terms

The amount of this grant is \$10,000, annually, payable at the beginning of each calendar year, **so long as sufficient funds are included in the adopted annual Operating and Capital Budget for St. Bernard Parish Government.** The direct grantee is the St. Bernard Chamber of Commerce.

Repetitive to Bold Above, the funds may be expended for any lawful purpose consistent with the goal's and missions of the Chamber and with the Chamber's IRC Section 501(c) (6) status.

Expenses of the Chamber may be paid without restrictions so long as such expenses are appropriate under generally accepted accounting principles, and authorized and approved by the Board of Directors of the organization and consistent with the goals and mission of the Chamber and its status under IRC Section 501(c)(6).

Quarterly reports of expenditures shall be made and available for review by designees of the Parish and shall be approved by the Board of the organization.

The Chamber does hereby agree that the responsibility for payment of taxes, if any, are due, when the funds are received under this agreement, shall be the Chamber's sole obligation and responsibility under Federal Tax Identification No. 86-1076953.

The Chamber shall not assign any interest in this Agreement and shall not transfer any interest, whether by assignment, novation or otherwise, without prior written consent of the Parish, provided however, that claims for money due or to become due to the Chamber from the Parish may be assigned to a bank, trust company, or other financial institutions without prior written consent. Notice of any such assignment or transfer shall be furnished promptly.

V. Financial Disclosure

The Chamber shall be subject to open and public disclosures regarding utilization of funds should the Parish or the State of Louisiana so require. The Parish may monitor and evaluate the use of funds to assure effective achievement of the goals and objectives of this Agreement at its expense. The Chamber shall maintain all books and records pertaining to this Agreement for a period of not less than three years from the date of final payment under this Agreement and any amendments entered into under this Agreement. Any alterations, variations, modifications, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Parish President's office.

VI. Terms of the Agreement

The period of this agreement shall begin as of January 1, 2020 **and shall end on December 31, 2020**, unless terminated by either party by a sixty-day written notice addressed to the legal mailing address of the party to be notified.

VII. Discrimination Clause

The Chamber agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran's status, political affiliation, or disabilities. Any act of discrimination by the Chamber or failure to comply with these obligations shall be grounds for termination of this Agreement.

VIII. Choice of Law

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, the United States of America, and all parties submit themselves to the jurisdiction of the state courts located in the Parish of St. Bernard, and the State of Louisiana, in the event of any legal proceedings in connection with this Contract.

IX. Entirety of Agreement

This Agreement, together with any exhibits and/or attachments, specifically incorporated herein by reference, constituted the entire Agreement between the parties with respect to the subject of this Agreement.

THUS DONE AND SIGNED, at Chalmette, Louisiana, on _____ day of _____, 2019.

WITNESSES:

**ST. BERNARD CHAMBER
of COMMERCE**

BY: _____
Mindy N. Airhart, Chairman

THUS DONE AND SIGNED, at Chalmette, Louisiana, on _____ day of _____, 2019.

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

BY: _____
Guy McInnis, President
