



St. Bernard Parish Council

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

#19

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

Fred Everhardt, Jr.
*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, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of Mrs. Alcon, seconded by Ms. Callais, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2375-10-21

Summary No. 3949

Introduced by: Administration on 9/21/21
Public Hearing held on 10/5/21

AN ORDINANCE TO AUTHORIZE THE ENTRY INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF VETERANS AFFAIRS WITH RESPECT TO THE OPERATION AND MAINTENANCE OF A VETERANS' SERVICES OFFICE IN ST. BERNARD PARISH.

WHEREAS, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana and La. R.S. 29:260-262 the Louisiana Department of Veterans Affairs (the "LDVA") and St. Bernard Parish Government (the "Parish") with to enter into a Cooperative Endeavor Agreement for the operation and maintenance of a Veterans' Services Office in St. Bernard Parish; and

WHEREAS, the St. Bernard Parish Council finds that serving the needs of veterans residing in St. Bernard Parish is a legitimate public purpose.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council hereby authorizes the Parish President to execute the Cooperative Endeavor Agreements attached hereto delineating each party's obligations with respect to the operation and maintenance of a Veterans' Services Office in St. Bernard Parish.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto this ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.



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Extract #19, continued
October 5, 2021

Richard "Richie" Lewis
Councilmember
at Large

Gillis McCloskey
Councilmember
District A

Joshua "Josh" Moran
Councilmember
District B

Howard Luna
Councilmember
District C

Wanda Alcon
Councilmember
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Councilmember
District E

Roxanne Adams
Clerk of Council

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

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

YEAS: McCloskey, Moran, Luna, Alcon, Everhardt, 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 October, 2021.

Handwritten signature of Roxanne Adams in blue ink.

ROXANNE ADAMS
CLERK OF COUNCIL

Handwritten signature of Richard "Richie" Lewis in blue ink.

RICHARD "RICHIE" LEWIS
COUNCIL CHAIR

Delivered to the Parish President

10/8/21 2:15 pm

Date and Time

Received by

Maegen Kelley

Approved

✓

Vetoed

Handwritten signature of Guy McInnis in blue ink.

Parish President

Guy McInnis



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Extract #19, continued
October 5, 2021

Richard "Richie" Lewis
*Councilmember
at Large*

Returned to Clerk of the Council

10/12/21 9:30 a.m
Date and Time

Gillis McCloskey
*Councilmember
District A*

Received by

Dayna Callais

Joshua "Josh" Moran
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

Fred Everhardt, Jr.
*Councilmember
District E*

Roxanne Adams
Clerk of Council



COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
ST. BERNARD PARISH GOVERNMENT
AND
LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on _____ by and between St. Bernard Parish Government, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Guy McInnis, President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Joey Strickland.

ARTICLE I

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

ARTICLE II

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

ARTICLE III

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095 Capitol Station, Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2021-2022 to provide such services to veterans in Parish/Municipality.

ARTICLE IV

WHEREAS, both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational, and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits for patients in a nursing home, insurance benefits, referrals to housing and mental health providers, and last interment benefits.
2. LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
3. LDVA shall make every reasonable effort to ensure that the designated Veterans' Service Office is staffed three (3) days per week on the following days, to wit: Monday, Wednesday, and Thursday, excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will endeavor to update the parish or municipality of any office closure that may occur, should the need arise.
4. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

B. Obligations of Parish/Municipality

1. Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 8201 West Judge Perez Drive, Chalmette, LA 70043.
2. Parish/Municipality shall provide for all utilities, as well as phone and Internet service costs, as part of its obligation to provide space for the Veterans' Service Office.
3. Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

II. FUNDING AND REPORTING

A. Compensation and Disbursement

1. Parish/Municipality shall contribute to the support of the Veterans' Service Office by paying LDVA a total of \$14,014.00 in minimum monthly payments of \$1,168.00.
2. Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA.

B. Reporting

1. Upon request, LDVA shall provide an operations report on the number of veteran contacts and claims processed that period.
2. LDVA shall also include within that report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

C. Invoicing

1. LDVA shall submit to Parish/Municipality an invoice for the payment described herein on a quarterly basis.
2. Parish/Municipality may pay monthly, and shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

III. TERM

- A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2022, to December 31, 2022.

IV. TERMINATION

- A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans Service Office operated in Parish/Municipality.

V. CONTROLLING LAW

- A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

VI. LEGAL COMPLIANCE

- A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

VII. PUBLIC LIABILITY/INDEMNIFICATION

- A. LDVA will indemnify, defend, and hold harmless Parish, including Parish's employees and agents, from and against any and all claims or liabilities arising from the fault of LDVA, its employees, or agents in carrying out LDVA's duties and obligations under the terms of this agreement. The Parish will indemnify, defend, and hold harmless LDVA, including LDVA's employees, delegates, agents, and representatives from and against any and all claims or liabilities arising from the fault of Parish, its employees, or agents in carrying out the Parish's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

- B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.
- C. LDVA is responsible for any and all insurance or other liability requirements related to the operations or activities associated with this agreement. LDVA will ensure that it has insurance coverage for any general liability claims occurring at the premise provided by the Parish as well as insurance coverage for any LDVA contents located at the premise provided by the Parish. In addition, LDVA agrees that all insurance policies required by the agreement will be primary, will include a waiver of subrogation in favor of the Parish as to workers' compensation claims, and will identify the Parish as an additional insured.

VIII. SEVERABILITY

- A. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

IX. NOTICES

- A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:

1. LDVA:

Joey Strickland
SECRETARY
Louisiana Department of Veterans Affairs
P. O. Box 94095, Capitol Station
Baton Rouge, Louisiana 70804-9095

2. ST. BERNARD PARISH GOVERNMENT:

Guy McInnis
PRESIDENT
8201 West Judge Perez Drive
Chalmette, LA 70043

IN WITNESS WHEREOF, the parties have executed this Cooperative Endeavor Agreement on the day, month, and year first written above.

SIGNATURES:

ST. BERNARD PARISH GOVERNMENT

BY: 

GUY MCINNIS, PRESIDENT

Witnessed by: Maegen Kelley _____

(Signature)

(Signature)

Maegen Kelley _____

(Printed Name)

(Printed Name)

LA DEPARTMENT OF VETERANS AFFAIRS

BY: _____

JOEY STRICKLAND, SECRETARY

Witnessed by: _____

(Signature)

(Signature)

(Printed Name)

(Printed Name)



St. Bernard Parish Government Cooperative Agreement Summary 2022

	Total Parish Expenses	Parish Contribution (31.01301%)
Salaries & Benefits:	\$39,121	\$12,133
Travel	\$903	\$280
Supplies	\$555	\$172
Postage, Equip. Maintenance	\$280	\$87
Telephone & Internet	\$0	\$0
Professional Services	\$483	\$150
Acquisitions	\$9	\$3
OTS Migration	\$449	\$139
Subtotal:	\$41,801	\$12,964
*Administration Expense		\$1,050
	Total:	\$14,014

*Share of costs related to human resources, accounting, payment processing, etc. (2.5% of total state expenses)

Economic Impact of St Bernard Parish Veterans' Service Office:

\$8,266,000 in Compensation and Pension benefits for a veteran population of **1,834**.
(According to US Department of Veterans Affairs FY19 Summary of Expenditures)