



St. Bernard Parish Council

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

#11

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, DECEMBER 6, 2022 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 #2279-12-22

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE LOUISIANA DEPARTMENT OF CULTURE, RECREATION, AND TOURISM-OFFICE OF STATE PARKS AND ST. BERNARD PARISH GOVERNMENT FOR FUNDING OF THE ST. BERNARD MISSISSIPPI RIVER TRAILHEAD AND STATE PARK CONNECTOR IN THE AMOUNT OF \$51,240.

WHEREAS, St. Bernard Parish (hereinafter Parish) in 2017 adopted the St. Bernard Parish Bikeway and Pedestrian Plan Update which identified a 55-mile regional trail network with the Mississippi River Trail and the 40 Arpent Trail as the two major components of this regional network; and

WHEREAS, the Parish has received some grant funding for plan construction and continues to seek funding to construct major components of the plan; and

WHEREAS, St. Bernard Parish began discussions with St. Bernard State Park in 2015 about the need to provide a trail connection between the future Mississippi River Trail and the park to provide safe access for park visitors, access to trail amenities for trail users, and increase visitation to the park; and

WHEREAS, St. Bernard Parish worked closely with Louisiana Department of Culture, Recreation and Tourism's planning staff to design a preliminary trail connector that accomplishes this goal; and

WHEREAS, St. Bernard Parish previously received a grant from the Louisiana Recreational Trails Program to construct Phase III Trailheads; and

WHEREAS, the Louisiana Recreational Trails Program agreed to increase funding of the Phase III Trailheads grant to include a trailhead and connector ramp at St. Bernard Park which was approved in 2018; and

WHEREAS, St. Bernard Parish Government advertised for bids on the St. Bernard Parish Phase III Trailheads and State Park Connector project (H.011118) in July 2022 and received only one bid that was 98% over the engineers estimate; and



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Extract #11, continued
December 6, 2022

Richard "Richie" Lewis
Councilmember
at Large

WHEREAS, the Parish re-advertised for bids breaking the project into multiple parts in order to have more options to move forward with the project if high bids were again received; and

Gillis McCloskey
Councilmember
District A

WHEREAS, bids were opened in September 2022 and the Parish has opted to modify the project to focus on the State Park Connector and Trailhead due to high bid prices; and

Joshua "Josh" Moran
Councilmember
District B

WHEREAS, the Parish submitted a funding request to the Louisiana Office of State Parks to consider funding a segment of the project that includes the trail connection from St. Bernard Parkway (LA 39) to the State Park entrance; and

WHEREAS, the Louisiana Office of State Parks agreed to fund this component as bid at the cost of \$52,140.

Fred Everhardt, Jr.
Councilmember
District E

NOW THEREFORE BE IT RESOLVED the St. Bernard Parish Council does hereby authorize acceptance of this Office of State Parks Grant for the St. Bernard Mississippi River Trail Trailhead and State Park Connector Project; and

Roxanne Adams
Clerk of Council

BE IT FURTHER RESOLVED, the St. Bernard Parish Council, does hereby authorize the President of St. Bernard Parish Government to sign and execute all required grant agreements and any amendments thereof, and all of the necessary reports, assurances, contracts and any other documents required in connection with this Louisiana Department of Culture, Recreation and Tourism-Office of State Parks grant.

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

YEAS: McCloskey, Moran, Luna, Alcon, Everhardt, Lewis

NAYS: None

ABSENT: None

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

And the motion was declared adopted on the 6th day of December, 2022.



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*Councilmember
District D*

Fred Everhardt, Jr.
*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, December 6, 2022.

Witness my hand and the seal
of the Parish of St. Bernard on
this 6th day of December, 2022.


ROXANNE ADAMS
CLERK OF COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
LOUISIANA DEPARTMENT OF CULTURE, RECREATION & TOURISM - OFFICE
OF STATE PARKS AND ST. BERNARD PARISH GOVERNMENT**

BE IT KNOWN that on the dates and at the places hereinafter written, this Cooperative Endeavor Agreement (“Agreement”) is entered into by and between the State of Louisiana, through the Louisiana Department of Culture, Recreation and Tourism, Office of State Parks, hereinafter referred to as the “State” or “DCRT-OSP,” and the St Bernard Parish Government, hereinafter referred to as the “Parish,” for the public purposes and in accordance with the terms and conditions set forth herein and any attachments hereto, which are, by reference, incorporated herein and made part of this Agreement.

**ARTICLE I
RECITALS**

WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.”
- 1.2 WHEREAS, La. R.S. 36:201(B) provides, “The Department of Culture, Recreation and Tourism, through its offices and officers shall be responsible for planning, developing, and implementing improved opportunities for the enjoyment of cultural and recreational activities by the people of Louisiana and for greater development of their cultural and physical potential. The department shall be responsible for the development, maintenance, and operation of library, park, recreation, museum, and other cultural facilities; the statewide development and implementation of cultural, recreational, and tourism programs; and planning for the future leisure needs of the people.”
- 1.3 WHEREAS, La. R.S. 56:1682 authorizes the DCRT-OSP to operate a system of state parks that provide recreational use of natural resources and facilities for outdoor recreation in natural surroundings, and La. R.S. 56:1685 recognizes St. Bernard State Park (“Park”) as a state park within the DCRT-OSP’s state park system.
- 1.4 WHEREAS, La. R.S. 33:1236(2)(a) grants police juries and other parish governing authorities the authority to make and repair roads, bridges, causeways, dikes, dams, levees and highways when, in the opinion of the police jury, such work will further the best interests of the parish and the parish road system.
- 1.5 WHEREAS, since 2015 the Parish and the DCRT-OSP have discussed the need to connect the Parish’s planned levee top Mississippi River Trail and the Park (“Trail Connector Project” or “Project”).
- 1.6 WHEREAS, the total cost of the Trail Connector Project is \$538,388.00, which the Parish proposes to fund through several sources, including a Land and Water Conservation Fund-Recreational Trails Program grant (\$326,722.80), the Parish’s own public funds (\$131,386.20), and a contribution from the private sector (\$28,139). Due to rising construction costs and despite modifications to the Project, there is a still a funding shortfall for the Project (\$52,140), for which the Parish requested a contribution from the DCRT-OSP.
- 1.7 WHEREAS, the public purposes of the Trail Connector Project are to provide Park visitors and area residents improved access to recreational amenities and to increase visitation to the Park. These public purposes comport with governmental purposes the DCRT-OSP and the Parish are authorized to pursue.

1.8 WHEREAS, DCRT-OSP has a demonstrable, objective and reasonable expectation of receiving or generating a public benefit or value that is at least equivalent to the value of the property, funds, or other thing of value DCRT-OSP proposes to expend, contribute, or transfer pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

ARTICLE II SCOPE OF AGREEMENT

The Parish hereby agrees to furnish the following:

- 2.1 Project – The Parish shall construct the public recreational trail connecting St. Bernard Parkway (La 39) to the Park entrance (about two hundred fifty (250) feet). Project specifications are listed in Exhibit A attached.
- 2.2 Purpose – The Project will improve public access to recreational amenities in St. Bernard Parish.
- 2.3 Deliverables – Itemized cost reports and adequate supporting documentation of incurred expenses for the Project.
- 2.4 Fiscal Responsibilities – The Parish shall submit itemized cost reports and adequate supporting documentation of expenses incurred for the Project. The Parish is responsible for maintaining financial records showing accountability for all State-funded expenditures.

ARTICLE III PAYMENT TERMS

- 3.1 The State hereby agrees to reimburse the Parish a maximum amount of **Fifty-Two Thousand, One Hundred Forty Dollars and NO/100 (\$52,140.00)** for this Project. Travel and related expenses (mileage, lodging, rentals, meals, etc.) shall not be paid or reimbursed by the State. Payment will be made only on approval of Ric LeGrange, Office of State Parks, Facility Project Planner 3, or his supervisor, designee, or successor.
- 3.2 To receive payments, the Parish shall request reimbursements for expenses every six (6) months, by submitting to the State: 1) an Itemized Cost Report listing expenses for the Project to be reimbursed, 2) adequate supporting documentation of incurred expenses, consistent with the Project (Exhibit A), and 3) an original dated invoice on the Parish's letterhead.
- 3.3 Adequate supporting documentation of incurred expenses may include copies of vendor invoices, payroll and benefit statements, financial and/or billing statements, signed work orders and/or agreements, processed checks, and other appropriate records reflecting incurred expenses as budgeted. All original documentation shall be maintained by the Parish to ensure compliance with this Agreement.
- 3.4 The Final Report, Itemized Cost Report, invoice(s), and final documentation of activities and incurred expenses must be submitted to the State no later than October 31, 2023.
- 3.5 If the Parish defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the State in accordance with the State's terms.

ARTICLE IV TAXES

The Parish hereby agrees the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Parish's obligation and identified under the Federal tax identification number 72-6001193.

ARTICLE V **TERMINATION FOR CAUSE**

5.1 Should the State determine that the Parish has failed to comply with the Agreement's terms, the State may terminate the Agreement for cause by giving the Parish written notice specifying the Parish's failure. If the State determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Parish to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Parish to make the corrections or the State may notify the Parish of the Agreement termination date.

5.2 If the Parish seeks to terminate the Agreement, the Parish shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1673.

ARTICLE VI **TERMINATION FOR CONVENIENCE**

The State may terminate the Agreement at any time without penalty by giving thirty (30) days' written notice to the Parish of such termination or negotiating with the Parish a termination date. The Parish shall be entitled to payment for deliverables in progress; to the extent, the State determines that the work is acceptable.

ARTICLE VII **REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1673.

ARTICLE VIII **OTHER REMEDIES**

If the Parish fails to perform in accordance with the terms and conditions of this Agreement, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Parish, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Parish and proceeding against any surety of the Parish.

ARTICLE IX **RECORD OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to the Parish by the State shall remain the property of the State, and shall be returned by the Parish to the State, at the Parish's expense, at termination or expiration of the Agreement. All material related to the Agreement and/or obtained or prepared by the Parish in connection with the performance of the services contracted for herein shall become the property of the State, and shall be delivered by the Parish to the State, at the Parish's expense, at termination or expiration of the Agreement.

ARTICLE X **RIGHT TO AUDIT AND RECORD RETENTION**

Any authorized agency of the state government (e.g. Office of the Legislative Auditor, Inspector General's Office,

Internal Auditor for the Department of Culture, Recreation & Tourism.) and of the federal government has the right to inspect and review all books and records pertaining to services rendered under this Agreement for a period of five (5) years from the date of final payment under the Agreement and any subcontract. The Parish, its contractor and subcontractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The Parish, its contractor and subcontractor(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

ARTICLE XI **FINANCIAL DISCLOSURE**

The Parish shall be audited in accordance with La. R.S. 24:513. If the amount of public funds received by the Parish is below the amount for which an audit is required under La. R.S. 24:513, the LOT shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

ARTICLE XII **FISCAL FUNDING**

The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII **TERM OF AGREEMENT**

This Agreement shall begin on November 1, 2022, and shall end on October 31, 2023.

ARTICLE XIV **NON-DISCRIMINATION**

- 14.1 The Parish agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990.
- 14.2 The Parish agrees not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Parish, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

ARTICLE XV **CONFIDENTIALITY**

- 15.1 The Parish shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Parish in carrying out this Agreement. The Parish shall use protecting measures that are the same or more effective than those

used by the State. The Parish is not required to protect information or data that is publicly available outside the scope of this Agreement; already rightfully in the Parish's possession; independently developed by the Parish outside the scope of this Agreement; or rightfully obtained from third parties.

15.2 Under no circumstance shall the Parish discuss and/or release information to the media concerning this project without prior express written approval of the State.

ARTICLE XVI **CODE OF ETHICS**

The Parish acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) may apply to the Parish in the performance of services called for in this Agreement. The Parish agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

ARTICLE XVII **INDEMNITY AND INSURANCE**

17.1 The Parish shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any intentional, reckless, or negligent act or omission, operation, or work of the Parish, its agents, servants, or employees while engaged upon or in connection with the activities performed by the Parish hereunder.

17.2 The Parish shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Parish, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Agreement amount. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. The types and amounts of insurance shall comply with the requirements set forth in the *State of Louisiana Office of Risk Management Procedures Manual for Insurance Language in Contracts and Indemnification Agreements*, <https://www.doa.la.gov/media/luqfise1/contract-manual-12-2019.pdf>.

17.3 In the event the Parish is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the Parish, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the state of Louisiana, its departments, agencies, agents, and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the state of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or be considered as, the employer or statutory employer of the Parish, its owners, agents, or employees. The parties further agree the Parish is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The Parish hereby agrees to protect, defend, indemnify, and hold the state of Louisiana, its departments, agencies, agents, and employees harmless from any such assertion or claim that may arise from the performance of this Agreement.

ARTICLE XVIII **AMENDMENT**

Any modification to the provisions of this Agreement shall be in writing, signed by all parties, and approved by the required authorities.

ARTICLE XIX
GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, state of Louisiana.

ARTICLE XX
E-VERIFY

The Parish acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Agreement.

ARTICLE XXI
PARTIES' COOPERATION

The Parish has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Parish shall not limit or impede the State's right to audit, nor shall the Parish withhold State-owned documents.

ARTICLE XXII
AGREEMENT MONITOR

The State's Agreement Monitor for this Agreement is the Office of State Parks Director of Planning, or his supervisor, designee, or successor.

Ric LeGrange, Office of State Parks, Director of Planning
P.O. Box 44426
Baton Rouge, LA 70804-4426
Telephone: (225) 219-4314
Email: rlegrange@crt.la.gov

The St. Bernard Parish Government's Agreement Monitor for this Agreement is the St. Bernard Parish Grants Manager, or her supervisor, designee, or successor.

Melissia O'Neal, St. Bernard Parish Government, Grants Manager
8201 W. Judge Perez Drive
Chalmette, LA 70043
Telephone: (504) 278-4236
Email: moneil@sbpg.net

ARTICLE XXIII
CYBERSECURITY TRAINING

23.1 In accordance with La. R.S. 42:1267(B)(3) and the state of Louisiana's Information Security Policy, if the Parish, any of its employees, agents, or subcontractors will have access to state government information assets, the Parish's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Parish must present evidence of such compliance annually and upon request. The Parish may

use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

23.2 For purposes of this section, “access to state government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of state information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the state network, badging to access the state’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the state. Final determination of scope inclusions or exclusions relative to access to state government information technology assets will be made by the Office of Technology Services.

ARTICLE XXIV
SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

The parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement and any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

THUS DONE AND SIGNED AT _____, Louisiana, on _____, 2022.

WITNESSES:

Sign _____

ST. BERNARD PARISH GOVERNMENT

Print _____

By: _____
Guy McInnis, Parish President

Sign _____

Print _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____, 2022.

WITNESSES:

**DEPARTMENT OF CULTURE, RECREATION
AND TOURISM- OFFICE OF STATE PARKS**

Sign _____

By: _____
Brandon Burris, Assistant Secretary

Print _____

Sign _____

Print _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____, 2022.

WITNESSES:

**DEPARTMENT OF CULTURE, RECREATION
AND TOURISM**

Sign _____

By: _____
Nancy Watkins, Undersecretary

Print _____

Sign _____

Print _____

ST BERNARD TRAILHEAD BIKE PATH
EXHIBIT A

02019429

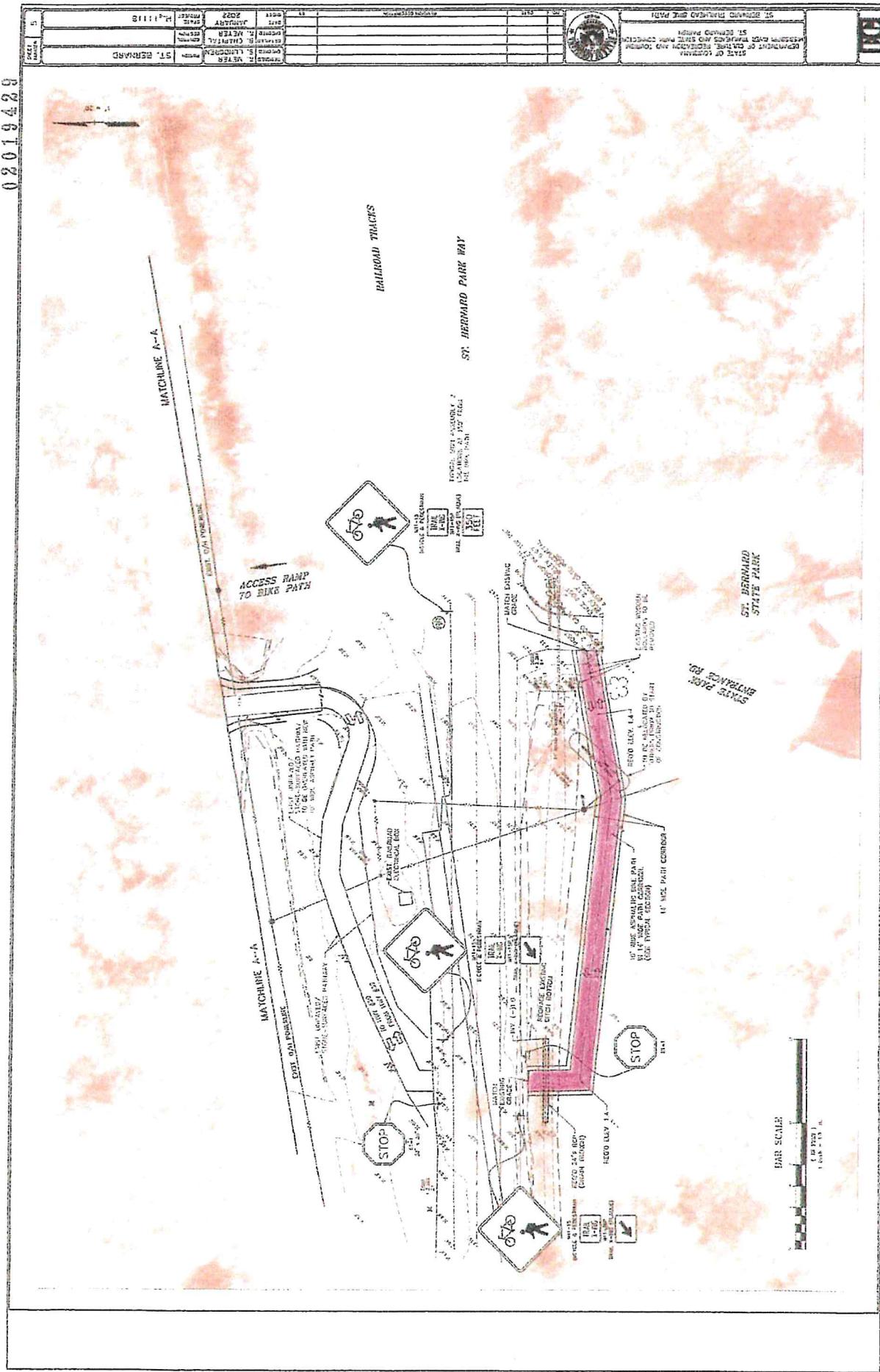


EXHIBIT A
PROJECT AREA LOCATION MAP

