



St. Bernard Parish Council

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

#23

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 19, 2023 AT THREE O'CLOCK P.M.

On motion of Mrs. Alcon, seconded by Mr. Moran, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #2557-12-23

Summary No. 4151

Introduced by: Administration on 12/5/23
Public Hearing held on 12/19/23

AN ORDINANCE TO AUTHORIZE THE ENTRY INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH ELAINE P. NUNEZ COMMUNITY COLLEGE WITH RESPECT TO THE DEVELOPMENT OF A COLLEGIATE BASEBALL PROGRAM FACILITY IN ST. BERNARD PARISH.

WHEREAS, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana, Elaine P. Nunez Community College ("Nunez") and St. Bernard Parish Government (the "Parish") wish to enter into a Cooperative Endeavor Agreement for the development of a collegiate baseball program facility in St. Bernard Parish; and

WHEREAS, the St. Bernard Parish Council finds that the development of such a facility is for a legitimate public purpose in that same would both strengthen community bonds and increase recreation opportunities within St. Bernard Parish.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council hereby authorizes the Parish President to execute the Cooperative Endeavor Agreement, and any documents ancillary thereto, attached hereto delineating each party's obligations with respect to the development of a collegiate baseball program facility 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.

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,

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



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Extract #23, continued
December 19, 2023

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 19th day of December, 2023.

ROXANNE ADAMS
CLERK OF COUNCIL

RICHARD "RICHIE" LEWIS
COUNCIL CHAIR

Delivered to the Parish President

12/20/2023 1:38pm
Date and Time

Received by

Approved

Vetoed

Parish President

Guy McInnis



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*Councilmember
District E*

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Returned to Clerk of the Council

12/20/2023 1:45pm

Date and Time

Received by

Jennifer R. Almbraguglio

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
ST. BERNARD PARISH GOVERNMENT AND**

This Cooperative Endeavor Agreement is entered into between the St. Bernard Parish Government (the "Parish") and Elaine P. Nunez Community College ("Nunez") on this _____ day of _____, 2023.

RECITALS

WHEREAS, the Parish is a political subdivision of the State of Louisiana and Nunez is a public community college operating in St. Bernard parish; and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that "[f]or a public purpose the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other ... or with any public or private association, corporation or individual"; and

WHEREAS, Nunez boasts a collegiate baseball program which brings many visitors to local games and weekend tournaments, contributing to the local economy; and

WHEREAS, Nunez desires to enlarge its facilities based on increased space demands associated with its collegiate baseball program; and

WHEREAS, the Parish owns property which Nunez believes to be satisfactory for the construction of facilities to conduct its collegiate baseball program, which program benefits St. Bernard parish not only economically, but increases the quality of life vis a vis recreational activities available for residents of the parish; and

WHEREAS, the Parish does not currently utilize said property, nor does it currently anticipate future use of said property; and

WHEREAS, Nunez is willing to host events and programs for the Parish, as well as other school and community groups located within St. Bernard parish, at the facilities constructed by Nunez, further strengthening community bonds and increasing recreation opportunities within St. Bernard parish; and

WHEREAS, the Parish Council, by its Ordinance No. _____ authorized the St. Bernard Parish President to execute a Cooperative Endeavor Agreement and Lease Agreement between the Parish and Nunez; and

WHEREAS, Nunez is authorized to enter into a Cooperative Endeavor Agreement with the Parish pursuant to _____; and

WHEREAS, the residents of St. Bernard parish will benefit from the facilities proposed by Nunez;

NOW, THEREFORE, the parties agree as follows:

This Cooperative Endeavor Agreement (the "Agreement") shall constitute a non-assignable letter of no objection to Nunez for its proposed construction of a collegiate baseball facility (the "Project") at Parcel G-1 of the Bertucci Subdivision, said parcel measuring 725' on line of parcel F-2-A-1-B x depth of 774' x width of 804' x depth of 427' x depth to Florida Canal containing 10 acres (the "Property"), subject to the following conditions:

OBLIGATIONS OF THE PARTIES

1. The Parish shall lease the Property to Nunez for a term of ____ years.
2. The Parish shall retain all rights of ingress and egress with respect to the Property for Parish operations, and shall further retain the right to grant such ingress and egress to others without notice to the Nunez for purposes of Parish operations.
3. Nunez shall construct and maintain the Project at its expense. The Parish shall not be liable to Nunez for any damage to the Project caused by the Parish in the course of its normal operations.
4. Nunez has inspected the Property and finds it suitable for its purposes and accepts same in its present condition.
5. Nunez will be the project sponsor, assuming responsibility for coordinating all efforts to design, engineer and construct the Project, and is authorized to and will accept legal liability for same.
6. Nunez will maintain during the existence of the Project, at Nunez's expense, the following insurance with solvent companies, acceptable to the Parish, authorized to do business in the State of Louisiana, naming Parish as additional insureds:
 - a. _____;
 - b. _____;
 - c. With respect to all policies of insurance, Nunez shall furnish evidence that such insurer and/or Nunez waive all rights of subrogation against the Parish;

- d. Nunez is responsible for verifying that all contractors and/or sub-contractors working on the project maintain these types and levels of insurance coverage and are otherwise in conformity with the Parish's insurance requirements.
7. Nunez will submit all plans and specifications for the Project to the Parish for approval prior to construction, which approval shall not unreasonably be withheld.
8. The Property shall be used by Nunez only for the construction of a facility to host Nunez's collegiate baseball program.
9. If construction of said facility has not begun within three (3) years of the date this Agreement is executed, or has not completed within five (5) years of the date this Agreement is executed, this Agreement, as well as any other agreements executed in connection herewith (i.e., Lease, etc.), shall terminate.
10. At the expiration of the term of the lease, at the Parish's election either (i) any improvements made upon the Parish's Property shall be removed as Nunez's expense or (ii) ownership of said improvements shall transfer to the Parish.

HOLD HARMLESS AND INDEMNITY

Nunez agrees and obligates itself, its successors and assigns to defend, indemnify and hold harmless the Parish and its respective officials, officers and employees against any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of Nunez or any of its officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations pursuant to the rights and obligations set forth in this Agreement.

CHOICE OF LAW, VENUE AND ATTORNEY FEES

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and any legal action may be instituted in any court of competent jurisdiction. If it is necessary for the Parish to file a lawsuit to enforce the conditions of this Agreement, Nunez agrees to pay the Parish's attorneys' fees and costs should they prevail on their claims. If it is necessary for Nunez to file a lawsuit to enforce the conditions of this Agreement, the Parish agrees to pay Nunez's attorneys' fees and costs should they prevail on their claims.

NOTICES

Any notice which under the terms of this Agreement must be given, shall be given in writing to the respective addresses as hereinafter provided:

St. Bernard Parish Government
Attn: Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Elaine P. Nunez Community College

ENTIRE AGREEMENT, INTERPRETATION AND AMENDMENT

This Agreement shall constitute the entire agreement between the parties pertaining to the issues herein. All prior oral representations not included in the provisions of this Agreement are null and void. The parties acknowledge that they have all been afforded the opportunity to review the terms of this Agreement with legal counsel and to propose any desired changes to same; and consequently the interpretation of any allegedly ambiguous term shall not be made against the Agreement's drafter. The parties agree that any amendment to this Agreement must be in writing and executed by duly authorized representatives of all parties.

RECITALS

The parties agree that the recitals are hereby incorporated and that all of the obligations and covenants of the parties contained in the recitals shall be binding upon the parties.

THUS DONE AND SIGNED, in duplicate originals, this _____ day of _____, 2023, before the undersigned competent witnesses.

Witnesses:

St. Bernard Parish Government

By: _____

(printed name)

(printed name and title)

(printed name)

THUS DONE AND SIGNED, in duplicate originals, this ____ day of _____, 2023, before the undersigned competent witnesses.

Witnesses:

(printed name)

(printed name)

Elaine P. Nunez Community College

By: _____

(printed name and title)

LEASE AGREEMENT

- 1) PARTIES: This lease is made by and between Elaine P. Nunez Community College (hereinafter "Lessee") and St. Bernard Parish Government, a political subdivision of the State of Louisiana (hereinafter "Lessor")
- 2) LEASED PREMISES: Lessor leases to Lessee, and Lessee leases from Lessor, on the terms and conditions in this agreement, the following described premises owned by Lessor:

PARCEL G-1 BERTUCCI SUB.

PARCEL G-1

MEAS. 725' ON LINE OF PARCEL F-2-A-1-B x DEPTH OF 774' x
WIDTH OF 804' x DEPTH OF 427' x DEPTH TO FLORIDA CANAL
CONT. 10 ACRES (SITS IN REAR OF F-2-A-1-B)

- 3) TERM: The term of this Lease shall be for _____, commencing on _____ and terminating on _____.
- 4) INCORPORATION OF CEA: That certain Cooperative Endeavor Agreement dated _____ by and between Lessor and Lessee is hereby incorporated into the instant Lease Agreement as if copied *in extenso*. To the extent of any conflict between the terms of this Lease Agreement and the Cooperative Endeavor Agreement, the terms of the Cooperative Endeavor Agreement shall control.
- 5) RENTAL: Lessee agrees to pay to Lessor an annual rental fee of One and 00/100 (\$1.00) Dollar. The first such payment shall be due upon execution of this Lease Agreement. All subsequent payments shall be due on the 1st day of the year. The parties to this Lease Agreement acknowledge this, along with those considerations outlined in the Cooperative Endeavor Agreement, are valid and sufficient consideration for the parties to enter into this agreement.
- 6) DELIVERY OF PREMISES: Lessee accepts the premises in their existing condition and assumes responsibility for the condition of the leased premises.
- 7) KIND OF BUSINESS: Lessee shall use the premises for the purposes outlined in the Cooperative Endeavor Agreement.
- 8) ALTERATIONS: All alterations or improvements made upon the premises during this Lease will be done only with the prior written consent of Lessor.

- 9) **DELIVERY AT EXPIRATION OF LEASE:** At expiration of this Lease, Lessee will, at Lessor's option, either (i) deliver to Lessor the premises in good order and condition, clear of all movables and improvements made by Lessee, and Lessee further will repair all damages to the premises or (ii) deliver to Lessor the premises in good order and condition, and transfer ownership of any improvements made by Lessee upon the premises. No demand or notice of such delivery is necessary, Lessee expressly waiving all notices and legal delays.
- 10) **ASSIGNMENT AND SUBLETTING:** This Lease may not be sublet or assigned by Lessee without the express written consent of Lessor, and then only subject to all of the terms and conditions of this Lease.
- 11) **DEFAULT BY LESSEE:** Should Lessee at any time violate any of the terms and conditions of this Lease, Lessor shall have the option to immediately cancel this Lease, without putting Lessee in default, and Lessee shall remain liable for all damages or losses suffered by Lessor.
- 12) **RIGHT OF ENTRY:** Lessor may enter the premises at reasonable times to inspect the same, and to make repairs and alterations, as Lessor may deem necessary and appropriate, provided that Lessor will not unduly inconvenience Lessee's use and enjoyment of the premises.
- 13) **DISCLAIMER OF WARRANTIES:** Lessor expressly disclaims any and all warranties regarding the condition or fitness of the leased premises, it being understood and agreed to by Lessee that the above described property is being leased hereunder without any warranties whatsoever.
- 14) **UTILITIES:** All utility charges on the leased premises will be paid by Lessee, including cost of water, electricity, gas, garbage pickup and sewer.
- 15) **CANCELLATION:** Lessee may cancel this Lease at any time during its term by giving thirty (30) days advance notice to Lessor. Should this Lease be cancelled, Lessee shall surrender the leased premises as set forth in paragraph 9 hereinabove.
- 16) **NOTICE:** All remittances and notices required or permitted to be made hereunder must be sent to the parties at the following addresses:

TO LESSEE: St. Bernard Parish Government
c/o Parish President
8201 W. Judge Perez Drive
Chalmette, Louisiana 70043

TO LESSOR: Elaine P. Nunez Community College
c/o

- 17) This Lease shall be governed by the laws of the State of Louisiana.

THUS SIGNED at Chalmette, Louisiana, in multiple originals, on this _____ day of
_____, 2023.

Witnesses: Lessor: St. Bernard Parish Government

By: _____
Guy McInnis, Parish President

My commission expires _____.

THUS SIGNED at Chalmette, Louisiana, in multiple originals, on this _____ day of
_____, 2023.

Witnesses: Lessee: Elaine P. Nunez Community College

By: _____

Title: _____

My commission expires _____.