



St. Bernard Parish Council

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

#25

Fred Everhardt, Jr.
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
at Large*

Patrice Cusimano
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Cindi Meyer
*Councilmember
District C*

Ryan Randall
*Councilmember
District D*

Amanda Mones
*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, MAY 21, 2024 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #2572-05-24

Summary No. 4164

Introduced by: Administration on 4/2/24
Public Hearing held on 4/16/24
Tabled on 4/16/24 until 5/21/24

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE ST. BERNARD PARISH CHAMBER OF COMMERCE RELATIVE TO THE CONTINUED EFFORT TO DEVELOP COMMERCE IN ST. BERNARD PARISH.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council, the Governing Authority, does hereby authorize the Parish President to execute a Cooperative Endeavor Agreement with the St. Bernard Chamber of Commerce in the form attached hereto as **Exhibit "A"**, and all other documents necessary to affect the purpose of said Cooperative Endeavor Agreement.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon the 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, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.



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Extract #25 continued
May 21, 2024

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


YEAS: Cusimano, Moran, Meyer, Randall, Mones, McCloskey

NAYS: None

ABSENT: None

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

And the motion was declared **adopted** on the 21st day of May, 2024.


ROXANNE ADAMS
CLERK OF COUNCIL


FRED EVERHARDT JR.
COUNCIL CHAIR


Delivered to the Parish President 5/23/2024 12:15pm
Date and Time

Received by Margen Kelley

Approved ✓ Vetoed _____

Parish President 
Louis Pomes

Returned to Clerk of the Council 5/31/24 2:30pm
Date and Time

Received by 

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 1615 E. Judge Perez Dr. Suite 100, Chalmette Louisiana 70043, (hereinafter referred to as the Chamber).

ST. BERNARD PARISH GOVERNMENT represented by its president, the *Honorable Louis Pomes*, and the *ST. BERNARD CHAMBER OF COMMERCE*, represented by its Executive Director, *Rhett Pritchard*, who forthwith mutually agrees to the following terms and conditions relative to both the use of the Frederick Sigur Center, Historic Courthouse, Aycock Street Barn, and Val Riess Complex (collectively "facilities") and to memorialize the conditions and terms on which St. Bernard Parish Government bestows a grant in exchange for the performance of certain services.

Whereas, *St. Bernard Parish Government* owns the facility designated as the Aycock Street Barn, located at 409 Aycock Street, Arabi, Louisiana and has established the facility as the St. Bernard Parish Tourist Welcome Center under the daily administration of the St. Bernard Parish Department of Tourism, The Sigur Center, located at 8245 W Judge Perez Drive, Chalmette, Louisiana; Val Riess Comple, located at 1101 Magistrate Street, Chalmette, Louisiana; and the Historic St. Bernard Courthouse, located at 1201 Bayou Road, St. Bernard, Louisiana; and

Whereas, the *St. Bernard Chamber of Commerce* (hereinafter *Chamber*) is a non-profit corporation domiciled in the Parish of St. Bernard organized according to the laws governing non-profit corporations in the State of Louisiana. 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; and

Whereas, the St. Bernard Chamber of Commerce has partnered with *Parish Government* in the development of the St. Bernard business community; and

Whereas, the *St. Bernard Chamber of Commerce* regularly sponsors community programs

and business initiatives which improves the resources and representation for the success of the business community and enhances the quality of life in St. Bernard Parish

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 which includes use of Parish facilities. 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.

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 and use of facilities 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.

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. Marketing St. Bernard's economic advantages;

6. Marketing St. Bernard as a tourism destination
7. Participate in regional and statewide commercial development efforts for the benefit of St. Bernard Parish Government and its citizens;
8. Working with and supporting branches of St. Bernard Government in the context of commercial development efforts; and
9. Entering into whatever regional and statewide efforts are appropriate and for promotion in the interest of St. Bernard Parish business development.

a. Grant Amount and Payment Terms

The amount of this grant is \$20,000 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.** Of the above grant, \$10,000 shall be expended for the purpose of marketing active Small Business Chamber members throughout the surrounding region. 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.

b. Usage of Parish Facilities

i. Parish Government agrees to:

1. Allow the Frederick Sigur Center, the Val Riess Complex, the Historic St. Bernard Courthouse, and the Aycock Street Barn to be utilized by the *St. Bernard Chamber of Commerce* for programs which enhance the business community and the quality of life in the Parish of St. Bernard.
2. Allow the St. Bernard Chamber of Commerce Executive Director and or designated board member be held responsible for the opening and closing of these facilities for events.
3. Physically maintain these facilities, making available exterior spaces including restrooms for use by the *St. Bernard Chamber of Commerce* during scheduled events.

ii. St. Bernard Chamber of Commerce agrees to:

1. Produce a certificate of insurance and agree to hold harmless and indemnify Parish Government against any and all harm, damage and injury resulting from its use of the Sigur Center, Val Riess Complex, Aycock Barn, Historic Courthouse, and all parish property.
2. Schedule use of the Sigur Center, Val Riess Complex, Aycock Barn, and Historic Courthouse through the St. Bernard Parish Department of Tourism & Film.
3. Designate the Executive Director of the St. Bernard Chamber of Commerce as the official representative of the organization, responsible for scheduling use of these facilities in writing.
4. Provide a St. Bernard Parish Sheriff's Deputy to be on site for all St. Bernard Chamber of Commerce events within parish facilities from open till close. There shall be two deputies for every event. The deputy shall remain on site until the OANA designated member has closed the facility.

IV. Effective Date of Agreement

1. The period of this agreement shall begin as of January 1, 2024 and shall end on December 31, 2024, unless terminated by either party by a ninety-day written notice addressed to the legal mailing address of the party to be notified.
2. The program conducted under this agreement will be reviewed annually by Parish Government, through the Department of Tourism and the St. Bernard Chamber of Commerce for the purpose of evaluating its effectiveness and desirability of its continuation.

V. Termination of Agreement

1. This agreement may be terminated in whole or in part on ninety (90) days written notice by either party to the agreement.
2. Nothing herein shall be construed as obligating *Parish Government* or the *St. Bernard Chamber of Commerce* to expend funds or as involving either in any contract or other obligation for the future payment of money unless specifically provided for herein by contract.

VI. Indemnification

The St. Bernard Chamber of Commerce agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all departments, Agencies, Boards and commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of The St. Bernard Chamber of Commerce, its agents, servants, and employees, including any and all costs, expense and/or attorney fees incurred by the St. Bernard Parish Government as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the St. Bernard Parish Government and/or its departments, agencies, Boards, Commissions, officers, agents, servants, employees and volunteers.

VII. 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.

VIII. 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.

IX. 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.

X. 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 the _____ day of _____, 2024.

WITNESSES:

**ST. BERNARD CHAMBER of
COMMERCE**

Rhett Pritchard, Executive Director

Walter Leger, Chair

THUS DONE AND SIGNED, at Chalmette, Louisiana, on _____ day of _____, 2024.

WITNESSES:

ST. BERNARD PARISH GOVERNME

IN WITNESS THEREOF, the parties here to have subscribed their names on the day, month and year
aforementioned.

ST. BERNARD PARISH GOVERNMENT

ST. BERNARD CHAMBER OF COMMERCE

The Honorable Louis Pomes, President

Rhett Pritchard, Executive Director