



St. Bernard Parish Council

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

#34

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. McCloskey, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2579-05-24

Summary No. 4177

Introduced by: Administration on 5/7/24
Public Hearing held on 5/21/24

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH LONNIE COPPERSMITH (NORMAN'S BOXING GYM) RELATIVE TO THE CONTINUED PARTNERSHIP AND USE OF KATTENGELL GYM TO PROVIDE RECREATIONAL BOXING PROGRAM FOR RESIDENTS 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 Lonnie Coppersmith in the form attached hereto as **Exhibit "A"**, and all other documents necessary to effect 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 #34 continued
May 21, 2024

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

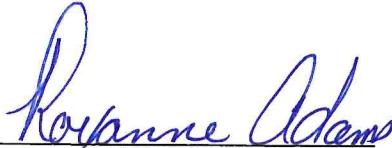
YEAS: Cusimano, Moran, Meyer, Randall, Mones, McCloskey

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 Maegeen Kelley

Approved ✓ Vetoed _____

Parish President


Louis Pomes

Returned to Clerk of the Council

5/31/24 2:30pm
Date and Time

Received by


Tonya Salomay

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

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”) is entered into this _____ day of May, 2024, by and between St. Bernard Parish Government (“SBPG”) and Lonnie Coppersmith.

WHEREAS SBPG is a political subdivision of the State of Louisiana;

WHEREAS, Lonnie Coppersmith is an individual of the full age of majority residing in the Parish of St. Bernard who operates and manages a recreational boxing program in the Parish of St. Bernard commonly referred to as Norman’s Boxing Gym (the “Gym”);

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “[f]or 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”;

WHEREAS, the Gym desires to manage a recreational boxing program for the residents of the Parish of St. Bernard (the “Program”);

WHEREAS, SBPG, through its St. Bernard Recreation Department, owns and operates the facility known as the Eddie Kattengell Gym located at 801 Community St., Arabi, LA 70032 (the “Facility”);

WHEREAS, this Agreement comports with the governmental purpose of SBPG in providing recreational services for the citizens of the Parish of St. Bernard which further promote and strengthen community bonds; and

WHEREAS, SBPG and has a reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration described in this Agreement;

NOW THEREFORE, SBPG and the Gym agree as follows:

ARTICLE I – OBLIGATIONS OF THE PARTIES

1. Obligations of SBPG:

- a. SBPG shall provide the Gym with use of the Facility to conduct and manage an recreational boxing program, provided such use does not conflict with a SBPG event or other authorized rental of the Facility;
- b. SBPG shall endeavor not to allow rentals to conflict with pre-approved Gym events and programming;
- c. SBPG shall waive rental fees for the Gym for the times and purposes described in Section 1(a) above;

- d. SBPG shall provide general maintenance and utilities at the Facility.
- e. SBPG shall permit the Gym to store equipment at the Facility, but shall not be responsible for either maintenance of Gym-owned equipment or liable for damage to Gym-owned equipment.

2. Obligations of the Gym:

- a. The Program operated by the Gym at the Facility shall not be for profit. The only participation fee which may be collected by the Gym shall be that fee necessary for participants to register with the national boxing program operated by United States Amateur Boxing, Inc. (“USA Boxing”) so that participants may be covered by the applicable policy of insurance.
- b. The Gym may sell concessions at Program events held at the Facility, however, 100% of the proceeds from concession sales are to be used by the Gym to supplement travel, food, and lodging costs of Program participants during away events.
- c. The Gym shall provide public access to the Facility, in accordance with SBPG guidelines.
- d. Submit annually to SBPG a public statement regarding the purpose, criteria, and schedule of all athletic and recreational programming it conducts as part of the Program.
- e. Submit to SBPG semi-annual reporting to include at least 6 months of scheduling for all Program events at the Facility. Scheduling should be submitted to SBPG within thirty (30) days of the full execution of this Agreement.
- f. Provide semi-annual financial statements to SBPG reflecting all income, waivers and expenses associated with the Program.
- g. Engage with residents and ensure responsive management of any complaints related to Program events.
- h. Report any serious maintenance and/or upkeep problems immediately to SBPG.
- i. Assume sole liability for the maintenance, condition, and safety of all Gym property placed in the Facility, and sole liability for the maintenance, condition, and safety of all personal property brought into the Facility by Program participants; and
- j. All Gym property shall be removed from the Facility within thirty (30) days of the termination of this Agreement.
- k. The Gym shall have all Program participants execute a liability waiver form in favor of SBPG in the form attached hereto as **Exhibit “A”** and provide said form to SBPG.

ARTICLE II – TERM

1. Term - This Agreement will be effective for _____ from execution.

ARTICLE III – TERMINATION

1. Termination for Convenience – SBPG may terminate this Agreement at any time during its term by giving Gym written notice of its intention to terminate at least thirty (30) days before the intended date of termination.
2. Termination for Cause – Either party may terminate this Agreement immediately for cause. If either party prevails in a challenge to a termination for cause, the termination for cause will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause without the requirement of further notice.

ARTICLE IV – INDEMNIFICATION

1. Duty to Indemnify SBPG – To the fullest extent permitted by law, the Gym will protect, defend, indemnify, and hold harmless SBPG, its agents, elected officials, and employees (collectively, the “Indemnified Parties”) from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to any actual or alleged act or omission in the performance of this Agreement by the Gym, its agents, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, the Gym is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that the Gym, its agents, elected officials, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.
2. Independent Duty to Defend – Notwithstanding anything in this Agreement to the contrary, the Gym, at its option, will immediately defend SBPG from, or reimburse SBPG for its costs incurred in the defense of any claim that actually, or potentially, falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the Gym is absolved of liability.
3. Expenses – The Gym shall bear all expenses, including without limitation reasonable attorney fees, of SBPG in enforcing the terms of this article.

ARTICLE V – INSURANCE REQUIREMENTS

1. During the term of this Agreement, Gym shall, at all times, maintain its participation in the insurance offered through the USA Boxing Insurance Program in the amounts set forth in the attached **Exhibit “B”**, and shall cause SBPG to be named as an additional insured without cost to SBPG. SBPG shall have no responsibility for any deductible under any such policy of insurance.

ARTICLE VI – NON-DISCRIMINATION

With regard to any hiring or employment decision made in connection with the performance of this Agreement, including without limitation employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other compensation, and selection for training including apprenticeship, or in the registration of any participant into the Program, the Gym:

1. Shall not discriminate or retaliate, in fact or in perception, against any person on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS or HIV-status;
2. Shall take affirmative action to ensure compliance with this article;
3. Shall include statements in all solicitations or advertisements for employment that all qualified applicants shall receive consideration for employment without regard to race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS or HIV-status; and
4. Shall post notices containing the provisions of this section in conspicuous places available to employees and/or persons seeking employment.

In the performance of this Agreement, the Gym:

1. Shall not discriminate or retaliate, in fact or in perception, on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS or HIV-status against: any employee of SBPG, any employee of any person working on behalf of SBPG, or any person seeking accommodation, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Gym;
2. Shall comply with and abide all federal, state, and local laws relating to non-discrimination, including without limitation Title VII of the Civil Rights Act of 1964, as amended, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

The Gym shall incorporate the provisions of this article by reference into all subcontracts relating to the performance of this Agreement.

ARTICLE VII – NOTICES

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested, as follows:

If to SBPG: President Louis Pomes
St. Bernard Parish Government
8201 W. Judge Perez Dr.
Chalmette, LA 70043

And Yolanda Thomas
Director, Recreation Department

If to the Gym: Lonnie Coppersmith

ARTICLE VIII – MISCELLANEOUS PROVISIONS

1. Governing Law – Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana.
2. Rules of Construction – This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.
3. Severability – The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.
4. No Third-Party Beneficiaries – This agreement is entered into for the exclusive benefit of SBPG and the Gym, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

5. Non-Waiver – The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default breach, or defective performance.
6. Non-Assignability – This Agreement is not assignable by either party unless authorized by a validly executed amendment.
7. Modification – This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.
8. Voluntary Execution – Both parties have read and fully understand the terms, covenants, and conditions set forth in this Agreement and each is executing the same willingly and voluntarily of its own volition.
9. Complete Agreement – This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.
10. Ownership of Documents – All data collected and all products of work prepared, created, or modified by Gym in the performance of this Agreement and/or involving Program participants, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished (collectively, the "Work Product") are the exclusive property of SBPG, and no reproduction of any portions of such Work Produce may be made in any form without the express written consent of SBPG. SBPG shall have all right, title, and interest in all Work Product, including, without limitation, the right to secure and maintain the copyright, trademark, and/or patent of Work Product in the name of SBPG. SBPG may use or distribute all Work Product for any purpose without consent of and for no additional consideration owing to the Gym. The parties expressly agree and understand that this provision shall not apply to any data collected or work prepared, created, or modified by Gym outside the performance of this Agreement at the Facility or with Program participants. Such outside work shall remain the exclusive property of Gym, with no consideration owing to SBPG.
11. Prohibition Against Financial Interest in Agreement – No elected official or employee of SBPG shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by a spouse, child, or parent. Any willful violation of this provision, with either the express or implied knowledge of Gym, will render this Agreement voidable by SBPG and shall entitle SBPG to recover, in addition to any other rights and remedies available to it, all monies paid by SBPG to Gym pursuant to this Agreement without regard to Gym's otherwise satisfactory performance.

12. Non-Solicitation Statement – Gym swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. Gym has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.
13. Convicted Felon Statement – No principal, member, or officer of Gym has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five (5) years.
14. Audit and Other Oversight – In addition to the reporting requirements outlined in this Agreement, the Gym agrees to provide SBPG with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, Gym agrees that it is subject to the jurisdiction of the Thirty-Fourth Judicial District Court for purposes of challenging a subpoena.
15. Non-Exclusivity – SBPG shall be free to engage the services of other persons for the performance of some or all of the obligations contemplated in this Agreement.
16. Acknowledgment of Exclusion of Worker's Compensation Coverage – The Gym expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. 23:1021 and, as such, it is expressly agreed and understood between the parties hereto, in entering in this Agreement, that SBPG shall not be liable to the Gym for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana; and further, under the provisions of La. R.S. 23:1034, anyone employed by the Gym shall not be considered an employee of SBPG for the purpose of Workers' Compensation coverage.
17. Acknowledgement of Exclusion of Unemployment Compensation Coverage – The Gym herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by SBPG under this Agreement for hire as noted and defined in La. R.S. 23:1472(E), and therefore, it is expressly declared and understood between the parties hereto, in entering in this Agreement, and in connection with unemployment compensation only, that:
 - a. The Gym has been and will be free from any control or direction by SBPG over the performance of the services covered by this Agreement; and
 - b. The Gym has been independently engaged in performing the services identified herein prior to the date of this Agreement.
18. Waiver of Benefits – SBPG and the Gym agree and understand that the Gym, acting as an independent agent, shall not receive any sick and annual leave, health or life insurance, pension, or other benefits from SBPG.

THUS DONE AND PASSED, this ____ day of May, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

Louis Pomes, Parish President

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

THUS DONE AND PASSED, this ____ day of May, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, State of Louisiana, after due reading of the whole.

WITNESSES:

Lonnie Coppersmith

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE RECREATIONAL SPORTS CLUB COMMONLY REFERRED TO AS "NORMAN'S BOXING GYM", including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I HEREBY ACKNOWLEDGE that boxing is an inherently dangerous activity, and accept full responsibility for any injuries incurred based upon my participation therewith.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

In consideration of my being permitted to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I HEREBY WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: St. Bernard Parish Government and its elected officials, officers, employees, volunteers, representatives, and agents;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in paragraph (A) above from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of a released party or otherwise.

I acknowledge that the released parties are not responsible for the errors, omissions, acts, or factures to act of any party or entity conducting the activity in which the releasing party participates.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's/Authorized Person's Signature

Date

Participant's Age

Participant's Printed Name

Authorized Person's Printed Name/Relationship