



St. Bernard Parish Council

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

#16

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, AUGUST 6, 2024 AT SEVEN O'CLOCK P.M.

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

ORDINANCE SBPC #2592-08-24

Summary No. 4192

Introduced by: Administration on 7/16/24
Public Hearing held on 8/6/24

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE FOOTBALL CLUB OF NEW ORLEANS RELATIVE TO THE PROVISION OF A YOUTH SOCCER PROGRAM IN ST. BERNARD PARISH AND THE USE OF PUBLIC FACILITIES TO CONDUCT SAME.

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 Football Club of New Orleans 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 expressing and declaring that it would have adopted the remaining portion(s) of this Ordinance with the invalid portion(s) omitted.



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Extract #16, continued
August 6, 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 6th day of August, 2024.


ROXANNE ADAMS
CLERK OF COUNCIL


FRED EVERHARDT JR.
COUNCIL CHAIR

Delivered to the Parish President

8/8/2024 9:15 am
Date and Time

Received by

Margie Kelley

Approved ✓

Vetoed _____

Parish President


Louis Pomes

Returned to Clerk of the Council

8/8/2024 3:30 pm
Date and Time

Received by

Yonya Dalton

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this ____ day of _____, 2024, by and between St. Bernard Parish Government (“SBPG”), a political subdivision of the State of Louisiana, and the Football Club of New Orleans, officially domiciled at 5107 Venus St., New Orleans, LA 70122 (the “Contracting Party”).

ARTICLE I

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;” and
- 1.2 WHEREAS, SBPG desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided; and
- 1.3 WHEREAS, SBPG has the authority to enter into this Agreement as evidenced by its governmental purpose of providing services to its residents, including but not limited to services promoting the health, safety, and recreation for the residents of St. Bernard Parish; and
- 1.4 WHEREAS, the Contracting Party desires to provide a youth soccer program in which residents of St. Bernard Parish may participate; and
- 1.5 WHEREAS, SBPG 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; and
- 1.6 WHEREAS, any transfer or expenditure of public funds or property resulting herefrom is not a gratuitous donation.

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

ARTICLE II
OBLIGATIONS OF THE PARTIES

- 2.1 The Contracting Party shall be obligated as follows:
 - a. The Contracting Party shall operate a youth soccer program in St. Bernard Parish;
 - b. The Contracting Party shall conduct this program at Community Park;

- c. The Contracting Party shall offer a discount of 50% to any resident of St. Bernard Parish wishing to register in the program;
- d. The Contracting Party shall be responsible for the upkeep of the Soccer Field at Community Park, which upkeep shall include but not be limited to providing dirt fill where necessary to level the soccer field, repairing and maintaining the fence, and upkeep of the grass;
- e. The Contracting Party shall each month make a payment to SBPG in the amount of \$140.00 to cover the costs of utilities at Community Park. This payment shall be due on the 1st day of each month during the term of this Agreement;
- f. The Contracting Party shall provide its own equipment necessary for the maintenance of the Community Park Soccer Field and the operation of the program.
- g. The Contracting Party shall not install any padlocks or store any equipment at Community Park without the express written permission of SBPG.
- h. The Contracting Party shall submit semi-annual reporting to include at least 6 months of scheduling for all program events at Community Park. Scheduling should be submitted to SBPG within thirty (30) days of the full execution of this Agreement.
- i. The Contracting Party shall provide semi-annual reporting to SBPG identifying program enrollment costs, the number of parish residents enrolled in the program, and the enrollment cost assessed to each.
- j. The Contracting Party shall be responsible for all trash cleanup following any practice or game conducted as part of the program.
- k. The Contracting Party shall provide SBPG with a Certificate of Insurance in the coverage amounts set forth in the attached Exhibit "A".

2.2 SBPG shall be obligated as follows:

- a. SBPG shall provide the Contracting Party with use of the Community Park Soccer Field to conduct and manage a youth soccer program, provided such use does not conflict with a SBPG event or other authorized rental of Community Park.
- b. SBPG shall waive rental fees for the Contracting Party for the times and purposes described in Section 2.2(a).

ARTICLE III
TERMINATION FOR CAUSE

3.1 SBPG may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that SBPG shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then SBPG may, at its option, place Contracting Party in default and the Agreement shall terminate on the date specified in such notice. SBPG may exercise any rights available to it under Louisiana law to terminate for cause upon the

failure of the Contracting Party to comply with the terms and conditions of this Agreement; provided that SBPG shall give the Contracting Party written notice specifying the Contracting Party's failure and a reasonable opportunity for the Contracting Party to cure the defect.

ARTICLE IV **TERMINATION FOR CONVENIENCE**

4.1 SBPG may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue any work being performed in connection with this Agreement.

ARTICLE V **ASSIGNMENT**

5.1 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of SBPG.

ARTICLE VI **AUDIT CLAUSE**

6.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.

6.2 The Contracting Party shall maintain all books and records pertaining to this Agreement for a period of four years after the date of termination of the Agreement.

ARTICLE VII **AMENDMENTS IN WRITING**

7.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE VIII **TERM OF AGREEMENT**

8.1 The term of this Agreement shall commence on the date first above written and shall continue in effect for a period of one (1) year, unless sooner terminated as provided in Articles III and IV.

ARTICLE IX **INDEMNIFICATION**

9.1 The Contracting Party shall indemnify and save harmless SBPG against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against SBPG arising out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include SBPG's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The Contracting Party shall provide and bear the expense of all personal and/or professional insurance related to its duties arising under this Agreement.

ARTICLE X **PARTIAL INVALIDITY; SEVERABILITY**

10.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances 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 permitted by law.

ARTICLE XI **ENTIRE AGREEMENT**

11.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XII **CONTROLLING LAW**

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

ARTICLE XIII
RELATIONSHIP OF THE PARTIES

13.1 Nothing herein shall be construed as creating an employer/employee, agency, partnership, or joint venture relationship between SBPG and Contracting Party.

ARTICLE XIV
FORCE MAJEURE

14.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XV
REMEDIES FOR DEFAULT

15.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

ARTICLE XVI
NOTICES

16.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

St. Bernard Parish Government
c/o Louis Pomes, Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Football Club of New Orleans
c/o Bertel Dejoie
5107 Venus St.
New Orleans, LA 70122

THUS DONE AND SIGNED AT _____, Louisiana on the ___ day of _____, 2024.

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

Print name: _____

Louis Pomes, Parish President

Print name: _____

THUS DONE AND SIGNED AT _____, Louisiana on the ___ day of _____, 2024

WITNESSES:

Football Club of New Orleans

Print name: _____

By: Bertel Dejoie

Title: _____

Print name: _____

EXHIBIT A
INSURANCE REQUIREMENTS

General Liability – Minimum Coverage of \$1,000,000, Combined Single Limit “CSL” per occurrence with a minimum general aggregate of \$2,000,000

- - Premises/Operations Liability
- - Products/Completed Operations
- - Personal/Advertising Injury
- - Contractual Liability
- - Damage to Premises Rented to You - minimum limit of \$100,000
- - Independent Contractors Liability (if applicable)
- - Liquor Liability/Host Liquor Liability (if applicable)

The St. Bernard Parish Government shall be named as an Additional Insured under the applicant's General Liability Policy, as applicable. Waiver of Subrogation must be in favor of St. Bernard Parish Government under the General Liability Policy.

Commercial Automobile Liability

If vehicles are used for other than standard commute purposes, a policy of Business Automobile Liability with a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

The St. Bernard Parish Government shall be named as an Additional Insured under the applicant's Automobile Liability Policy, as applicable. Waiver of Subrogation must be in favor of St. Bernard Parish Government under the Automobile Liability Policy.

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. Waiver of Subrogation must be in favor of St. Bernard Parish Government under the Workers Compensation Policy.

Participant Accident and Medical Coverage

Must provide coverage inclusive of the participating sport and related activities to all participants, including but not limited to players and staff (paid and volunteer.) Coverage may be excess and required limits shall be no less than **\$25,000** per person for both Medical and Accidental Death & Dismemberment.

Other Insurance Provisions

- All insurance policies and subsequent renewals must be maintained in full force and effect, at no expense to the parish government, throughout the entire period of the contract.
- All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of A- VII or higher.
- The Applicant nor insurance companies issuing the policy or policies shall have no recourse against the St. Bernard Parish Government for payment or non-payment of any premiums, policy assessments or for the insurance policy deductibles.
- Verification of Coverage- In addition to the Certificates of Insurance, the St. Bernard Parish Government reserves the right to request complete, certified copies of all required insurance policies at any time or copies of any policy endorsement.

- Coverage shall not be canceled, suspended, or voided by or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard policy cancellation provisions.
- All insurance policies (1) shall be subject to approval by the St. Bernard Parish Government as to company, form and coverage; (2) shall be primary to and non-contributory with all other insurance and self-insurance maintained by the St. Bernard Parish Government and its entities, and (3) must protect the St. Bernard Parish Government and its entities from any and all claims and risks in connection with any activity performed by the applicant, or any use and authorized occupancy of parish premises.

The **CERTIFICATE HOLDER** should be listed as follows:

St. Bernard Parish Government
Attn: Insurance Department
8201 West Judge Perez Drive
Chalmette, LA 70043