



St. Bernard Parish Council

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

#30

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, SEPTEMBER 3, 2024 AT SEVEN O'CLOCK P.M.

On motion of Ms. Meyer, seconded by Mr. McCloskey, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #2603-09-24

Summary No. 4208

Introduced by: Administration on 8/20/24
Public Hearing held on 9/3/24

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE ST. BERNARD PARISH SCHOOL BOARD RELATIVE TO THE RECIPROCAL USE OF FACILITIES.

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 Parish School Board 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 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 #30, continued
September 3, 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 3rd day of September, 2024.

ROXANNE ADAMS
CLERK OF COUNCIL

FRED EVERHARDT JR.
COUNCIL CHAIR

Delivered to the Parish President

9/5/24 9:30am
Date and Time

Received by

Approved



Vetoed

Parish President

Louis Pomes

Returned to Clerk of the Council

9/5/24 3:20pm
Date and Time

Received by

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

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

WHEREAS SBPG and the Board are both political subdivisions of the State of Louisiana;

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, SBPG and the Board wish to enter into an agreement providing for reciprocal use by each of facilities owned by the other as specifically outlined hereinbelow;

WHEREAS, this Agreement comports with the governmental purpose of both SBPG and the Board in providing services to the residents of the Parish of St. Bernard; and

WHEREAS, both SBPG and the Board have 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 Board agree as follows:

ARTICLE I – OBLIGATIONS OF THE PARTIES

1. Obligations of SBPG:

- a. SBPG shall provide the Board with use of:
 - i. The Frederick Sigur Civic Center for the Board’s annual “Opening of School” event;
 - ii. The Frederick Sigur Civic Center for the Board’s annual 8th grade exit ceremonies; and
 - iii. The Val Reiss Recreational Complex for the annual Chalmette High School Homecoming Dance.
- b. SBPG shall work with the Board to make the Frederick Sigur Civic Center and Val Reiss Recreational Complex available for any additional events the Board identifies. Such events may be coordinated between the Parish President and the Superintendent of the Board.
- c. SBPG shall waive rental fees for the Board for the times and purposes described in Sections 1(a) & (b) above;
- d. SBPG shall clean the Arabi Elementary Gym after its use of same;

- e. SBPG shall ensure that an SBPG representative and any necessary security is present at SBPG events/programs hosted at the Arabi Elementary Gym. SBPG shall further ensure that the Board's policy of no alcohol on the premises is enforced during such events/programs; and
- f. To the extent reasonably practicable, SBPG shall provide the Board at least thirty (30) days notice of any event/program SBPG wishes to conduct at the Arabi Elementary Gym.

2. Obligations of the Board:

- a. The Board shall provide SBPG with use of:
 - i. The Arabi Elementary Gym for volleyball and basketball activities and tournaments during the following times:
 1. After 5:30 p.m. on weekdays when there is no scheduled Board activity;
 2. All day on Saturdays; and
 3. All day on Sundays until 9:00 p.m.;
- b. The Board shall waive rental fees for SBPG for the times and purposes described in Section 2(a) above;
- c. The Board shall clean the Frederick Sigur Civic Center and Val Reiss Recreational Facility after its use of same;
- d. The Board shall ensure a Board representative and any necessary security is present at Board events/programs hosted at the Frederick Sigur Civic Center and Val Reiss Recreational Complex; and
- e. To the extent reasonably practicable, the Board shall provide SBPG at least thirty (30) days notice of any event/program the Board wishes to conduct at the Frederick Sigur Civic Center or Val Reiss Recreational Complex.

ARTICLE II – TERM

1. Term - This Agreement will be effective until terminated as set forth in Article III hereinbelow.

ARTICLE III – TERMINATION

1. Termination for Convenience – Either SBPG or the Board may terminate this Agreement at any time during the term by giving the other written notice of its intention to terminate at least thirty (30) days before the intended date of termination.

ARTICLE IV – INDEMNIFICATION

1. Duty to Indemnify SBPG – To the fullest extent permitted by law, the Board will protect, defend, indemnify, and hold harmless SBPG, its agents, elected officials, and employees (collectively, the “SBPG 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 Board, its agents, elected officials, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, the Board is not required to indemnify the SBPG Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the SBPG Indemnified Parties, provided that the Board, its agents, elected officials, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.

2. Duty to Indemnify Board - To the fullest extent permitted by law, SBPG will protect, defend, indemnify, and hold harmless the Board, its agents, elected officials, and employees (collectively, the “Board 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 SBPG, its agents, elected officials, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, SBPG is not required to indemnify the Board Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Board Indemnified Parties, provided that SBPG, its agents, elected officials, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.
3. Expenses – Any party which successfully asserts the duty to indemnify provided for herein shall be entitled to recover its expenses, including reasonable attorney’s fees, incurred in enforcing said indemnity obligation.

ARTICLE V – 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 Board, 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

THUS DONE AND PASSED, this ____ day of August, 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 August, 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 SCHOOL BOARD

Doris Voitier, Superintendent

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____