



St. Bernard Parish Council

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

#1

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 THURSDAY, OCTOBER 24, 2024 AT TEN O'CLOCK A.M.

On motion of Mr. McCloskey, seconded by Mr. Randall, it was moved to adopt the following emergency ordinance:

EMERGENCY ORDINANCE SBPC #2613-10-24

Summary No. 4223

Introduced by: Administration on 10/24/24

AN **EMERGENCY** ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO AN AGREEMENT WITH SUMMIT FIRE & SECURITY TO RESET AND REPLENISH THE FIRE SUPPRESSION SYSTEM LOCATED AT THE MAIN 911 OPERATION CALL CENTER SO AS TO RESUME NORMAL OPERATIONS OF SAME.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

WHEREAS, the fire suppression system located at the main 911 Operation Call Center servicing the Parish of St. Bernard was triggered on or about 2:00 a.m. on October 23, 2024;

WHEREAS, operations cannot resume at the 911 Operation Call Center until such time as the fire suppression system is reset and replenished; and

WHEREAS, the inability to resume operations at the 911 Operation Call Center poses an imminent threat of injury to life and property of the residents of the Parish of St. Bernard constituting an emergency pursuant to La. R.S. 38:2211;

SECTION 1. The St. Bernard Parish Council, the Governing Authority, does hereby authorize the Parish President to execute an agreement with Summit Fire & Security to reset and replenish the fire suppression system located at the main 911 Operation Call Center for the Parish of St. Bernard and all other documents necessary to affect the purpose of said agreement.



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Extract #1, continued
October 24, 2024

SECTION 2. Effective Date. This ordinance shall become effective immediately upon authorizing signature by the Parish President. If the proposed ordinance is not signed or vetoed by the Parish President within Twelve (12) hours after receipt it shall be considered adopted. As an emergency ordinance, the provisions shall remain valid for a time period of sixty (60) days.

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.

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

YEAS: Cusimano, Randall, McCloskey

NAYS: None

ABSENT: Moran, Meyer, Mones

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

And the motion was declared **adopted** on the 24th day of October, 2024.


ROXANNE ADAMS
CLERK OF COUNCIL


FRED EVERHARDT JR.
COUNCIL CHAIR

Delivered to the Parish President

10/24/2024 1:41pm
Date and Time

Received by





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Extract #1, continued
October 24, 2024

Gillis McCloskey
*Councilmember
at Large*

Approved ✓ Vetoed _____

Patrice Cusimano
*Councilmember
District A*

Parish President

Louis Pomes
Louis Pomes

Joshua "Josh" Moran
*Councilmember
District B*

Returned to Clerk of the Council

10/24/2024 1:42 pm
Date and Time

Cindi Meyer
*Councilmember
District C*

Received by

Jennifer L. Lombrauglio

Amanda Mones
*Councilmember
District E*

Roxanne Adams
Clerk of Council

Date: October 23, 2024
Proposal#: 0298601
 St. Bernard Parish Gov't - 911 Call Center-Quote-10/23/2024

To: Angela Huff
 ST. BERNARD PARISH GOV'T (Parent)
 8201 W. JUDGE PEREZ DRIVE
 CHALMETTE, LA 70043-1611
 Tel: 504-278-4200

Service Location: St. Bernard Parish Gov't - 911 Call Center
 8001 West Saint Bernard Highway
 Chalmette, LA 70043
 Tel:

SCOPE OVERVIEW: Clean Agent System Recharge- We will bring the cylinders in and rebuild the tanks and recharge them. We will return and put all cylinders in place and put system back online.

SERVICE PROPOSAL

AGREEMENT proposed this date, between Summit Fire & Security ("Summit") and ST. BERNARD PARISH GOV'T (Parent) ("Customer"). This Proposal shall become a binding agreement of Summit and Customer upon its execution by both parties.

Item	Quantity	Unit Price	Ext Amount
1.5" Rebuild Kit	7	\$327.00	\$2,289.00
2" Rebuild Kit	1	\$655.00	\$655.00
Fm-200 Gas	745	\$34.00	\$25,330.00
Labor to pick up, deliver tanks, and put system online.	1	\$3,637.00	\$3,637.00
Shop Labor to rebuild and recharge Cylinders	1	\$1,840.00	\$1,840.00
Truck Charge	3	\$110.00	\$330.00
		Subtotal:	\$34,081.00

Scope of Work

We include all material and labor to perform the above work.

Unless otherwise noted, all work will be performed between the hours of 7:00 AM and 4:00 PM, Monday through Friday. Payment is due upon receipt of invoice.

Exclusions

Painting of any kind.

Access panels or Patching of drywall, concrete, or any type of materials if holes are required to be cut to complete the scope of work.

Component or pipe failures on any part of the existing sprinkler system. Any and all failures will be considered pre-existing conditions. - Only components or pipe installed under the scope of work will be covered by Mfg. warranty.

Electrical wiring of any type 120V or higher.

Summit is not responsible for microbiological induced corrosion that may be introduced into the fire protection system through the water supply.

Fire pumps or water storage tanks.

Fire watch costs or services of any kind.

The customer is responsible for proper insulation and/or freeze protection of the fire protection system. The customer acknowledges any dry sprinkler system has the potential to freeze. The customer accepts all liability if the dry sprinkler system freezes at any time after installation. Summit will not be responsible for any freeze damage that may occur from the replacement of existing dry type heads. Summit's policy is to install dry heads with a minimum length of 12 inches or the minimum length, if greater than 12 inches, required by the manufacturer's guidelines. Summit may replace dry heads like for like if specifically requested by the customer.

Insulation or heat tracing. Owner to maintain all wet systems at a min. of 40 degrees Fahrenheit.

Relocation of existing mains and/or branch lines.

Design, Permits and Hydraulic calculations unless specified in the scope of work.

Any work not listed in the scope of work of this proposal. Any additional work if needed will be proposed and approved before commencement.

Underground work of any kind.

Standard Terms and Conditions

These Terms and Conditions are attached to and made a part of the Summit Work Order together form the agreement between the parties (the "Contract"). As used in these Terms and Conditions, "Summit," "Customer," "Work," and "Contract Price" shall have the same meaning throughout the Contract.

1. **Acceptance.** Acceptance by Summit of Customer's order is expressly conditioned upon Customer's agreement to all of the terms and conditions set forth herein and any inconsistent or additional terms contained in the Customer's purchase order, purchase contract or other document are hereby rejected unless expressly accepted in writing by the Company within ten (10) days after its receipt of such order, contract or document. The terms, conditions, specifications, and quantities as stated in the Company's quotation shall not be modified except as provided herein.
2. **Payment.** Customer agrees to pay the Contract Price for the Work as and when required in the Contract. If Customer fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Customer shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum. Summit expressly reserves all mechanics lien rights under applicable law and may take such other legal action as needed to perfect such rights and collect amounts owed it.
3. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Work must be documented and approved by Summit and Customer by a written change order signed by Summit and Customer. Summit reserves the right to require Customer to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes, or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Customer and Customer may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
4. **Limited Warranty.** All materials and labor supplied by Summit will be warrantied for one (1) year from the date of completion of the Work. Upon request, Summit will supply a signed warranty letter to Customer, which states the completion date of the Work and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Customer shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Customer of Summit in connection with Summit warranty after the one (1) year warranty termination date shall be paid by Customer to Summit based on Summit standard fees and charges at the time. Summit Fire & Security's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions.
5. **Disclaimer of Warranties.** The Customer acknowledges and agrees that except for the limited warranty specifically set forth in this Contract, Summit has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the adequacy, performance, or condition of work performed and materials supplied by Summit on the Work, its merchantability or its fitness for any particular purpose; nor has the Customer relied on any representations or warranties, express or implied. The Customer further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the description in this Contract. The Customer further acknowledges and agrees: (a) that Summit is not an insurer, (b) that the Customer assumes all risk of loss or damage to the Customer's premises or to the contents thereof, and (c) that the Customer has read and understands all of this Contract, particularly the paragraphs setting forth limitation of liability and indemnification provisions in the event of any loss or damage to the Customer or anyone else. SUMMIT HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON

CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SUMMIT RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY INCURRED BY SUMMIT SHALL BE LIMITED TO THE AMOUNT OF GOODS AND SERVICES PURCHASED BY CUSTOMER AND CONTAINED WITHIN THE WORK.

6. **MECHANIC LIEN NOTICE.** YOU ARE ENTITLED UNDER THE LAW OF CERTAIN JURISDICTIONS TO THE FOLLOWING NOTICE: (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS; (b) YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
7. **Taxes.** Any applicable taxes or other governmental charges related to the Work shall be paid by Customer to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Work, Customer shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
8. **Access.** Customer shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Work on the dates and at the times requested by Summit Fire & Security personnel.
9. **Risk of Loss.** Risk of loss shall pass to Customer at the time the equipment and other materials that are part of the Work are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Customer shall be responsible for payment for such equipment and materials even if the Work has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Customer. Summit shall have the right to remove the equipment and other materials that are a part of the Work if payment of the full Contract Price is not made by Customer immediately upon completion of the Work. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
10. **Limitation of Liability and Remedies.** The Work is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Customer agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Customer expressly waives any right to make any claim more than that amount. IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE CUSTOMER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY. Customer shall provide Summit with reasonable notice of any claim for breach and a reasonable opportunity to cure the alleged breach or default.
11. **INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES.** In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against Summit or its assignees or subcontractors for any reason relating to Summit's performance pursuant to this agreement, Customer agrees to indemnify, defend and hold harmless Summit against all claims, demands, suits, loss, liability, expenses and damages (including without limitation reasonable attorney's fees and costs). No part of this agreement should be read to seek indemnification for Summit's own negligence.
12. **Customer's Failure to Pay.** If Customer fails to pay any amount due to Summit as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Work and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Work site. In addition, Customer shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Contract.
13. **Attorneys' Fees/Waiver of Jury.** If Summit engages counsel to enforce any rights or defenses provided for in this Contract, Summit shall be entitled to recover from Customer the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees, and costs. THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS AGREEMENT.
14. **Governing Law, Jurisdiction.** Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the Commonwealth of Virginia. Customer irrevocably agrees to the exclusive jurisdiction of the state or federal courts of such state in all proceedings between the parties hereto, and Customer irrevocably agrees to service of process via certified mail, return receipt requested, to Customer at the address set forth herein. The courts within the County of Henrico, Virginia, shall be the proper forum and preferred venue for any such legal action or proceedings that arise hereunder. However, nothing stated herein shall in any manner prevent or preclude Summit from bringing any one or more actions against Customer in any jurisdiction in the United States in which Customer conducts business. If Summit engages counsel to enforce any rights or defenses provided for in this Agreement, Summit

shall be entitled to recover from Subscriber the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees, and costs.

15. **Waiver.** Customer further agrees to waive any claims against Summit known or unknown that exist as of the date of executing this proposal as further consideration for Summit performing this work.
16. **Force Majeure Events.** Summit shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Summit's control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, hurricane, or tornado or catastrophe, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond Summit's control.

Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Customer. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

Submitted By: Brian Delcambre
Title: Service Manager

CUSTOMER

Approved by Authorized Representative

Summit Fire & Security

Approved by Authorized Representative

By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	Email: _____