



St. Bernard Parish Council

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

#14

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, NOVEMBER 19, 2024 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #2618-11-24

Summary No. 4225

Introduced by: Administration on 11/6/24
Public Hearing held on 11/19/24

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO COOPERATIVE ENDEAVOR AGREEMENTS WITH THE ST. BERNARD PARISH SHERIFF'S OFFICE RELATIVE TO THE USE OF PROPERTY FOR FIRE PROTECTION OPERATIONS AND DEPUTY TRAINING.

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 the Cooperative Endeavor Agreements and Lease Agreement with the St. Bernard Parish Sheriff's Office in the forms attached hereto, *in globo*, as **Exhibit "A"**, and all other documents necessary to affect the purpose of said Cooperative Endeavor Agreements and Lease Agreements.

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 #14 continued
November 19, 2024

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

YEAS: Cusimano, Moran, Meyer, Randall, Mones

NAYS: None

ABSENT: McCloskey

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

And the motion was declared **adopted** on the 19th day of November, 2024.

Roxanne Adams
ROXANNE ADAMS
CLERK OF COUNCIL

Fred Everhardt

FRED EVERHARDT JR.
COUNCIL CHAIR

Delivered to the Parish President

11/20/24 2:25pm

Date and Time

Received by

Maegen Kelley

Approved ✓

Vetoed

Parish President

Louis Pomes
Louis Pomes

Returned to Clerk of the Council

11/22/24 8:35am

Date and Time

Received by

Tanya Salouy

LEASE AGREEMENT

- 1) PARTIES: This lease is made by and between St. Bernard Parish Government, a political subdivision of the State of Louisiana (hereinafter "Lessee") and the St. Bernard Parish Sheriff's Office (hereinafter "Lessor")
- 2) LEASED PREMISES: Lessor leases to Lessee, and Lessee leases from Lessor, on the terms and conditions in this agreement, the following described premises owned by Lessor:

A CERTAIN TRACT OF LAND SITUATED IN OLIVIER PLANT. IN SEC. 92 TS14SR14E DESIG. AS LOT B, SAID LOT MEAS. 142' FRT. On LA. STATE HWY. #46 (JUDGE PEREZ) BY A DEPTH 180', OPPOSITE DEPTH OF 220' HAVING WIDTH IN REAR 135' CONTAINS 0.6201AC.

- 3) TERM: The term of this Lease shall be for ninety-nine (99) years, commencing effective November 1, 2024, and terminating on October 31, 2123.
- 4) INCORPORATION OF CEA: That certain Cooperative Endeavor Agreement dated _____ by and between Lessor and Lessee is hereby incorporated into the instant Lease Agreement as if copied *in extenso*. To the extent of any conflict between the terms of this Lease Agreement and the Cooperative Endeavor Agreement, the terms of the Cooperative Endeavor Agreement shall control.
- 5) RENTAL: Lessee agrees to pay to Lessor an annual rental fee of One and 00/100 (\$1.00) Dollar. The first such payment shall be due upon execution of this Lease Agreement. All subsequent payments shall be due on the 1st day of the year. The parties to this Lease Agreement acknowledge this, along with those considerations outlined in the Cooperative Endeavor Agreement, are valid and sufficient consideration for the parties to enter into this agreement.
- 6) DELIVERY OF PREMISES: Lessee accepts the premises in their existing condition and assumes responsibility for the condition of the leased premises.
- 7) KIND OF BUSINESS: Lessee shall use the premises for the operation of fire protection services.
- 8) ALTERATIONS: All alterations or improvements made upon the premises during this Lease will be done only with the prior written consent of Lessor, which consent is provided herein for the construction of a fire station on the premises.
- 9) DELIVERY AT EXPIRATION OF LEASE: At expiration of this Lease, Lessee will, at Lessor's option, either (i) deliver to Lessor the premises in good order and condition, clear of

all movables and improvements made by Lessee, and Lessee further will repair all damages to the premises or (ii) deliver to Lessor the premises in good order and condition, and transfer ownership of any improvements made by Lessee upon the premises. No demand or notice of such delivery is necessary, Lessee expressly waiving all notices and legal delays.

- 10) **ASSIGNMENT AND SUBLetting:** This Lease may not be sublet or assigned by Lessee without the express written consent of Lessor, and then only subject to all of the terms and conditions of this Lease.
- 11) **DEFAULT BY LESSEE:** Should Lessee at any time violate any of the terms and conditions of this Lease, Lessor shall have the option to immediately cancel this Lease, without putting Lessee in default, and Lessee shall remain liable for all damages or losses suffered by Lessor.
- 12) **RIGHT OF ENTRY:** Lessor may enter the premises at reasonable times to inspect the same, and to make repairs and alterations, as Lessor may deem necessary and appropriate, provided that Lessor will not unduly inconvenience Lessee's use and enjoyment of the premises. Lessor shall also be provided space in the fire station to be constructed on the premises to stage personnel and equipment during declared emergencies.
- 13) **DISCLAIMER OF WARRANTIES:** Lessor expressly disclaims any and all warranties regarding the condition or fitness of the leased premises, it being understood and agreed to by Lessee that the above described property is being leased hereunder without any warranties whatsoever.
- 14) **UTILITIES:** All utility charges on the leased premises will be paid by Lessee, including cost of water, electricity, gas, garbage pickup and sewer.
- 15) **CANCELLATION:** Lessee may cancel this Lease at any time during its term by giving thirty (30) days advance notice to Lessor. Should this Lease be cancelled, Lessee shall surrender the leased premises as set forth in paragraph 9 hereinabove.
- 16) **NOTICE:** All remittances and notices required or permitted to be made hereunder must be sent to the parties at the following addresses:

TO LESSEE: St. Bernard Parish Government
c/o Parish President
8201 W. Judge Perez Drive
Chalmette, Louisiana 70043

TO LESSOR: St. Bernard Parish Sheriff's Office
c/o Sheriff James Pohlmann
2 Courthouse Square
Chalmette, Louisiana 70043

17) INDEMNIFICATION: Subject to, and without waiving, any cap on damages provided for by State law, Lessee agrees and obligates itself, its successors and assigns to defend, indemnify and hold harmless the Lessor, and their respective officials, officers, and employees against any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or to any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of Lessee or its officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations pursuant to the rights and obligations set forth in this Agreement.

Lessee shall defend, indemnify and hold harmless the Lessor against any and all consequences of Lessee's failure to comply with any applicable laws, rules and regulations, including but not limited to environmental law, rules and regulations related to lessee's use of the property.

18) This Lease shall be governed by the laws of the State of Louisiana.

THUS SIGNED at Chalmette, Louisiana, in multiple originals, on this _____ day of

_____, 2024.

Witnesses:

Lessee: St. Bernard Parish Government

By: _____
Louis Pomes, Parish President

My commission expires _____.

THUS SIGNED at Chalmette, Louisiana, in multiple originals, on this _____ day of

_____, 2024.

Witnesses:

Lessor: St. Bernard Parish Sheriff's Office

By: _____
James Pohlmann, Sheriff

My commission expires _____.

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE ST. BERNARD PARISH GOVERNMENT
AND
THE ST. BERNARD PARISH SHERIFF'S OFFICE

This Cooperative Endeavor Agreement ("Agreement") is entered into as of _____, 2024, by and between the St. Bernard Parish Sheriff's Office ("SBSO") and the St. Bernard Parish Government ("SBPG"), a political subdivision of the State of Louisiana located in St. Bernard Parish, Louisiana.

WHEREAS, the SBPG is a political subdivision of the State of Louisiana (the "State") exercising governmental powers of the State as delegated and authorized pursuant to the Louisiana Constitution and other statutory supplemental authorities thereof; and

WHEREAS, the SBSO is a public entity and is the Law Enforcement authority for the Parish of St. Bernard; and

WHEREAS, Article VII, Section 14 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;"

WHEREAS, practical considerations necessitate that governmental agencies work together in order to effectuate effective and efficient law enforcement and fire protection; and

WHEREAS, the St. Bernard Parish Sheriff's Office has entered a lease with the St. Bernard Parish Government to lease the following described premised owned by the St. Bernard Parish Sheriff's Office to be utilized for the operation of fire protection services:

A CERTAIN TRACT OF LAND SITUATED IN OLIVIER PLANT,
IN SEC. 92 TS14SR14E DESIG. AS LOT B, SAID LOT MEAS.
142' FRT. ON LA. STATE HWY. #46 (JUDGE PEREZ) BY A
DEPTH 180', OPPOSITE DEPTH OF 220' HAVING WIDTH IN
REAR 135' CONTAINS (0.620LAC).

WHEREAS, the St. Bernard Parish Government agrees to provide space in the fire station constructed on the leased premises to the St. Bernard Parish Sheriff's Office to stage personnel and equipment during declared emergencies.

All terms of the Lease Agreement dated _____ by and between the Lessor, SBSO, and the Lessee SBPG are hereby incorporated into the instant Cooperative Endeavor Agreement as if copied *in extenso*;

Subject to, and without waiving, any cap on damages provided for by State law, the Parish agrees and obligates itself, its successors and assigns to defend, indemnify and hold harmless the St. Bernard Parish Sheriff's Office, and their respective officials, officers, and employees against any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of the Parish or any of its officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations pursuant to the rights and obligations set forth in this Agreement.

SBPG shall defendant, indemnify and hold harmless the SBSO against any and all consequences of SBPG's failure to comply with any applicable laws, rules and regulations, including but not limited to environmental law, rules and regulations related to SBPG's use of the property.

Thus done and signed at Chalmette, Louisiana on _____, 2024.

WITNESSES:

ST. BERNARD PARISH SHERIFF'S OFFICE

By: _____

Title: SHERIFF

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

By: _____

Title: _____

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE ST. BERNARD PARISH GOVERNMENT
AND
THE ST. BERNARD PARISH SHERIFF'S OFFICE

This Cooperative Endeavor Agreement ("Agreement") is entered into as of _____, 2024, by and between the St. Bernard Parish Sheriff's Office ("SBSO") and the St. Bernard Parish Government ("SBPG"), a political subdivision of the State of Louisiana located in St. Bernard Parish, Louisiana.

WHEREAS, the SBPG is a political subdivision of the State of Louisiana (the "State") exercising governmental powers of the State as delegated and authorized pursuant to the Louisiana Constitution and other statutory supplemental authorities thereof; and

WHEREAS, the SBSO is a public entity and is the Law Enforcement authority for the Parish of St. Bernard; and

WHEREAS, Article VII, Section 14 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;"

WHEREAS, practical considerations necessitate that governmental agencies work together in order to effectuate effective and efficient law enforcement; and

WHEREAS, the St. Bernard Parish Government agrees to permit the St. Bernard Parish Sheriff's Office to use property owned by the St. Bernard Parish Government for the purpose of law enforcement training exercises;

WHEREAS, the St. Bernard Parish Government and the St. Bernard Parish Sheriff's Office acknowledge that the use of public property for purposes of law enforcement training will fulfill a public need within St. Bernard Parish where the training exercises will take place, all in accordance with Article 7, Section 14, of the Constitution and that the mutual benefit to be received by the St. Bernard Parish Government and the St. Bernard Parish Sheriff's Office and the mutual agreements contained herein are valid and adequate consideration for this agreement.

The St. Bernard Parish Sheriff's Office agrees to provide the St. Bernard Parish Government reasonable notice of any requests to conduct training exercises on property owned by the St. Bernard Parish Government.

Subject to, and without waiving, any cap on damages provided for by State law, the St. Bernard Parish Sheriff's Office agrees and obligates itself, its successors and assigns to defend,

indemnify and hold harmless the St. Bernard Parish Government, and their respective officials, officers, and employees against any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of the St. Bernard Parish Sheriff's Office or any of its officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations while engaged upon or in connection with the training services or activities authorized hereunder.

The St. Bernard Parish Government shall indemnify, defend and hold harmless the St. Bernard Parish Sheriff's Office, its agents, insurers, sub-contractors and employees from and against all claims, suits, losses, liabilities or expenses (including attorney's fees and costs of litigation) on account of any injury, disease or death of persons or damage to property caused by or occurring as a result of St. Bernard Parish Government and/or its agents', employees' or sub-contractors' negligence in connection with the services or activities authorized hereunder.

This Agreement may be terminated by either party with thirty (30) days notice to the other party.

This Agreement shall be governed by the laws of the State of Louisiana.

Any notice which under the terms of this Agreement must be given, shall be given in writing to the respective addresses as hereinafter provided:

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

Sheriff James Pohlmann
St. Bernard Parish Sheriff's Office
2 Courthouse Square
Chalmette, Louisiana 70043

This Agreement constitutes the entire Agreement between the "SBSO" and the "SBPG" and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the "SBSO" and the "SBPG".

Thus done and signed at Chalmette, Louisiana on _____, 2024.

WITNESSES:

ST. BERNARD PARISH SHERIFF'S OFFICE

By: _____
Title: SHERIFF _____

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

By: _____
Title: _____
