



St. Bernard Parish Council

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

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

#9

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, FEBRUARY 18, 2025 AT THREE O'CLOCK P.M.

On motion of Ms. Meyer, seconded by Mr. Randall, it was moved to adopt the following resolution:

RESOLUTION SBPC #2435-02-25

A RESOLUTION APPROVING THE PARISH PRESIDENT'S EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE PARISH OF ST. BERNARD AND ENTERGY LOUISIANA, LLC AND THE EXECUTION OF ALL ADDITIONAL DOCUMENTS NECESSARY TO AFFECT THE PURPOSE OF THAT COOPERATIVE ENDEAVOR AGREEMENT.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the Governing Authority, does hereby approve the Parish President's execution of a Cooperative Endeavor Agreement Between the Parish of St. Bernard and Entergy Louisiana, LLC, "Exhibit A" as attached, and hereby further approving the execution of all additional documents necessary to effect the purpose of that Cooperative Endeavor Agreement, including but not limited to an application for a Building Resilient Infrastructure and Communities ("BRIC") grant.

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

YEAS: Cusimano, Moran, Meyer, Randall, Everhardt

NAYS: None

ABSENT: Mones

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

And the motion was declared **adopted** on the 18th day of February, 2025.



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Extract #9 continued
February 18, 2025

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, February 18, 2025.

Witness my hand and the seal
of the Parish of St. Bernard on
this 18th day of February, 2025.

ROXANNE ADAMS
CLERK OF COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF ST. BERNARD
AND
ENTERGY LOUISIANA, LLC**

This Cooperative Endeavor Agreement (the "Agreement") is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures, by and between the Parish of St. Bernard, State of Louisiana, (hereinafter, referred to as "the Parish"), Parish President and Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No. 2435-12-25 adopted on the 18 day of February, 2025, and Entergy Louisiana, LLC, (hereinafter, "Entergy"). The Parish and Entergy may be referred to herein as "Party," individually, and "Parties," collectively.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 company, corporation, or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of the Parish; and

WHEREAS, the Parish is authorized by Art. 1. Sec. 1 of the Louisiana Constitution to enter into this Agreement for the safety and protection of residents of the Parish; and

WHEREAS, the public purpose of the Project which Entergy will be responsible for is described as hardening power distribution to critical public infrastructure (hereinafter, "Entergy Project"); and

WHEREAS, the public purpose of the Project which the Parish will be responsible for is described as the Parish's Drainage Project (hereinafter, "Parish Project").

WHEREAS, the Parish has a reasonable expectation of receiving a benefit or value for the Entergy Project of approximately seventy-five thousand six hundred million dollars (\$75.6M) in the Parish in avoided customer minute interruption and restoration costs for the next fifty (50) years, which is far exceeded to any nominal expenses provided for in this Agreement by the Parish; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of the Parish will benefit from the efforts of these parties working together; and

WHEREAS, the primary power source in the Parish available to most residences and public infrastructure is through Entergy, including the Parish Project; and

WHEREAS, as Entergy owns all of the power infrastructure in this area, the only way the Parish can mitigate and harden the power source to residents and public infrastructure including the Parish Project, is through this public-private partnership with Entergy;

WHEREAS, the Building Resilient Infrastructure and Communities (“BRIC”) grant, through the Federal Emergency Management Agency (“FEMA”), if awarded, provides funds to reduce hazard risk by building capability and capacity through innovation.

WHEREAS, the Parish desires to cooperate with Entergy in applying for BRIC funds and, upon award, the implementation of the project described in the BRIC application as hereinafter provided.

NOW, THEREFORE, the Parish and Entergy hereby agree as follows:

- 1.0** The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.
- 2.0** **Services.** Entergy shall agree to do the following at its expense:
 - a) To harden the circuit of feeders in the Parish that support public locations and residences, including the Parish Project, as agreed to between Entergy and the Parish.
 - b) To support the Parish in seeking funding through the Federal Emergency Management Agency (FEMA) under the Building Resilient Infrastructure and Communities (BRIC) grant program.
 - c) To provide the cost share required for the BRIC program, if awarded, as it relates to the portion of the grant costs awarded for the Entergy Project.
 - d) To maintain ownership of all project facilities and continue to maintain the project facilities funded by the BRIC grant for the Entergy Project.
 - e) To conduct all of the procurement necessary for the Entergy Project related to its infrastructure and other professional services support as required, including but not limited to Project Management, Grant Management, and construction, in accordance with applicable Federal grant Regulation and policy and the attached Federal Contracting Provisions Addendum.
 - f) To reimburse the Parish if any federal funds are ultimately denied or recouped by FEMA in relation to the Entergy Project.

The Parish shall agree to do the following at its expense:

- a) To seek funding obligated by FEMA for the BRIC project awarded. Approved BRIC funding will be used for the actual expenses related to the additions, relocation, construction, renovation, preparation, and enhancement of such power grid as agreed to by the Parties and authorized by the BRIC grant and for the Parish Project.
- b) To utilize the approved Parish Hazard Mitigation Plan and sign and submit all required documentation, with the assistance of Entergy, as required for the application and use of the BRIC grant. The grant application will not be submitted without the final approval of the Parish and Entergy.
- c) If awarded, to provide the cost share requested for the BRIC program, upon approval by Parish Government, as it relates to the portion of the grant costs awarded for the Parish's Project.
- d) To reimburse Entergy for the actual costs incurred and related to the Entergy Project, up to the maximum funding approved under the BRIC grant for the Entergy Project, less any actual expenses incurred by the Parish and submitted for reimbursement under the BRIC grant in relation to the Entergy Project.
- e) To adopt Entergy's procurement for the project so long as it is compliant with Federal grant procurement regulations and policy.

3.0 Deliverables. Entergy shall provide the entire BRIC project application with the assistance of the Parish. If awarded, Entergy will use the funding provided by BRIC for the Entergy Project, to create a hardened feeder distribution system in the Parish as approved by the BRIC grant, while providing the cost share for the Entergy Project required by the grant. The Parish shall be fully responsible for and separately manage the funding provided by BRIC for the Parish Project.

Entergy shall provide all the components required of the BRIC grant for the Entergy Project including, but not limited to, the project's environmental assessment, environmental Historic Preservation consultations, surveys, design and engineer plans, permits, easements, construction schedule, and a final Benefit Cost Analysis. The Parish will be responsible for the same in relation to the Parish Project.

Entergy shall provide to the Parish and the State all the documentation needed to seek reimbursement of funding in the BRIC grant in relation to the Entergy Project. The Parish will be responsible for the same in relation to the Parish Project.

If awarded, the Parish shall cooperate with grant requirements and reimburse Entergy BRIC grant funds for the Entergy Project at a reasonable time after received from FEMA through the State of Louisiana.

4.0 Payment. In consideration of the services described above, the Parish hereby agrees to

pass through to Entergy only the costs which are provided by the BRIC grant for the Entergy Project. Payment will be made on a reimbursement basis.

5.0 Term of Agreement. Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end at midnight of the date immediately preceding the third anniversary, unless mutually extended by the Parties.

6.0 Termination. The terms of this Agreement shall be binding upon the Parties hereto until the work has been completed and accepted by the Parish, but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the Parties.
- b. By the Parish as a consequence of the failure of Entergy to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of Entergy, provided the Parish will give Entergy written notice of any such failure and ten (10) days to cure any such failure.
- c. By either Party upon failure of the other Party to fulfill its obligations as set forth in the Agreement.
- d. By the Parish for cause by issuing Entergy thirty (30) days written notice.
- e. By the Parish for convenience by issuing Entergy thirty (30) days written notice.

Entergy shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

7.0 Force Majeure. 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.

8.0 Independent Contractor. While in the performance of services or carrying out the obligations under this agreement, Entergy shall be acting in the capacity of independent contractor and not as employee of the Parish, and not as partner of, or joint venturer of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of Entergy arising from the performance of their services under this Agreement.

The Parties hereto acknowledge and agree that the Parish shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);

- c. pay federal or state unemployment taxes for the account of Entergy; or
- d. pay worker's compensation insurance premiums for coverage of Entergy.

Entergy agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

Entergy agrees to indemnify and hold the Parish harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Entergy as an independent contractor. Entergy further agrees to reimburse the Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

- 9.0 Indemnification.** Entergy shall indemnify and hold harmless the Parish against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or Entergy for loss of life or injury or damages to person or property in connection with the services required to be performed by Entergy under this Agreement.

Further, Entergy hereby agrees to indemnify the Parish for all reasonable expenses and attorney's fees incurred by or imposed upon the Parish in connection therewith for any loss, damage, injury or other casualty pursuant to this section. Entergy further agrees to pay all reasonable expenses and attorney's fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions of this Section.

- 10.0 Insurance.** Entergy shall secure and maintain at its expense such insurance that will protect it, and the Parish, from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the Parish, in writing, on all of the required coverage provided to the Parish. All notices will name Entergy and identify the Council Resolution approving the terms of the contract. The Parish may examine the policies at any time and without notice.

All Policies and Certificates of Insurance of the Entergy Shall Contain the Following Clauses:

- a. Entergy insurers will have no right of recovery or subrogation against the Parish, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- b. The Parish shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by Entergy.

- c. The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Entergy.
- e. Entergy shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for Entergy.

Prior to the execution of this Agreement, Entergy shall provide at its own expense, proof of the following insurance coverages to the Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event Entergy hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception, employer's liability, Section B, shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000.00 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. In the event Entergy owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- d. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by Entergy.
- e. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work associated with the Entergy Project. The Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the Parish as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to the Parish, Entergy shall promptly obtain a new policy, submit the same to the Parish for approval and submit a certificate thereof as provided above.

Upon failure of Entergy to furnish, to deliver and maintain such insurance as above described, this contract, at the election of the Parish, may be forthwith declared suspended,

discontinued or terminated. Failure of Entergy to take out and/or to maintain insurance shall not relieve Entergy from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Entergy concerning indemnification.

Notwithstanding anything contained herein to the contrary, any or all of the foregoing coverages may be furnished under Entergy's regularly maintained corporate insurance program, including any applicable deductibles/retentions, which is currently \$3,000,000.00.

- 11.0 **Reports.** Entergy shall furnish narrative reports to the Parish Contract Monitor on the amounts and reasons for all expenditures of funds allocated under this Agreement in relation to the Entergy Project. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.
- 12.0 **Cost and Collection Records.** The Parish shall be entitled to audit the books, documents, papers and records of Entergy and any subcontractors which are reasonably related to this Agreement. Entergy and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the Parish, and copies thereof shall be furnished if requested.
- 13.0 **Notice.** All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:
- The Parish: St. Bernard Parish
 St. Bernard Parish Government Complex
 8201 W Judge Perez Drive
 Chalmette, LA 70043
- Entergy: Donald Taylor (Customer Service Representative)
 1001 Virgil Street
 Gretna, LA 70053
- 14.0 **Assignment.** This Agreement shall be binding upon the successors and assigns for the Parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by Entergy as to the services to be performed hereunder without the written consent of the Parish.

- 15.0 Legal Compliance.** The Parish and Entergy shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and objectives. The parties shall comply with all applicable contract with the Code of Federal Regulations (2 C.F.R. § Pt. 200, App. II).
- 16.0 Employment of the Parish Personnel.** Entergy certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish.
- 17.0 Covenant against Contingent Fees.** Entergy warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Entergy, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Entergy any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Parish shall have the right to annul this Agreement without liability or, in the Parish's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 18.0 Discrimination Clause.** Entergy agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Entergy agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Entergy, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
- 19.0 Annual Appropriation.** Agreement is contingent upon the appropriation of funds by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to the Parish except for payments which have been earned prior to the termination date. Termination of this Agreement by the Parish under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of the Parish. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

- 20.0 Jurisdiction.** This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. Entergy hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.
- 21.0 Severability.** If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.
- 22.0 Inspector General.** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing.
- 23.0 Entire Agreement.** This Agreement constitutes the entire Agreement between the Parish and Entergy, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Parish and Entergy by its authorized representatives.

This Agreement is fully executed on the latest date indicated below.

DATE:

PARISH OF ST. BERNARD

2/26/25

BY: Louis Pomes
Louis Pomes
Parish President

DATE:

Entergy Louisiana, LLC

February 21, 2025

BY: Phillip May
Phillip May
President and CEO