



St. Bernard Parish Council

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

#11

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, APRIL 1, 2025 AT SEVEN O'CLOCK P.M.

On motion of Ms. Meyer, seconded by Mrs. Mones, it was moved to **adopt** the following resolution:

RESOLUTION SBPC #2447-04-25

A RESOLUTION APPROVING THE PARISH PRESIDENT'S EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE PARISH OF ST. BERNARD AND KEEP SAINT BERNARD BEAUTIFUL TO AFFECT THE DONATION FROM COUNCILMEMBER FRED EVERHARDT'S PARKS AND PARKWAYS COMMISSION FUND APPROVED IN SBPC RESOLUTION #2438-02-25.

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 Keep Saint Bernard Beautiful, "Exhibit "A" as attached, and hereby further approving the execution of all additional documents necessary to effect the purpose of that Cooperative Endeavor Agreement.

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

YEAS: Cusimano, Moran, Meyer, Randall, Mones, Everhardt

NAYS: None

ABSENT: None

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

And the motion was declared **adopted** on the 1st day of April, 2025.



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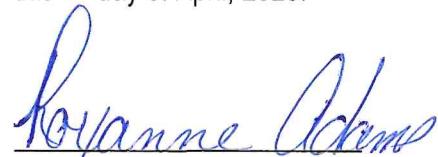
Roxanne Adams
Clerk of Council

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Extract #11, continued
April 1, 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, April 1, 2025.

Witness my hand and the seal
of the Parish of St. Bernard on
this 1st day of April, 2025.


ROXANNE ADAMS
CLERK OF COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
ST. BERNARD PARISH GOVERNMENT AND
KEEP SAINT BERNARD BEAUTIFUL**

THIS COOPERATIVE ENDEAVOR AGREEMENT, (the “Agreement”) made and entered into this _____ day of _____ 20____ by and between St. Bernard Parish Government, a political subdivision of the State of Louisiana (“Agency”) and Keep Saint Bernard Beautiful, a Louisiana Non-Profit Corporation (“Contracting Party”).

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

WHEREAS, on February 18, 2025, the St. Bernard Parish Council passed a resolution authorizing Councilmember Fred Everhardt to donate \$1,000.00 of his budgets Parks and Parkways Commission funds to the Contracting Party for use in continuing efforts to beautify public parks in St. Bernard Parish through Contracting Party’s “Plant the Park” program; and

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

WHEREAS, Agency 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;

NOW, THEREFORE, Agency and Contracting Party agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. Obligations of the Agency:
 - a. Agency shall make a one-time donation of \$1,000.00 (the “Donated Funds”) to the Contracting Party.
2. Obligations of the Contracting Party:
 - a. The Contracting Party shall utilize the Donated Funds solely for the beautification of public parks in the Parish of St. Bernard through its “Plant the Park” program.
 - b. The Contracting Party shall be responsible for any damage caused to property of Agency by its agents, employees, contractors, licensees, invitees, and/or visitors during the performance of operations under the “Plant the Park” program.

ARTICLE II ASSIGNMENT

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 Agency.

ARTICLE III AUDIT CLAUSE

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.
2. The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement throughout its term and for a period of four years after the date termination and/or final payment under this Agreement, whichever is later.

ARTICLE IV AMENDMENTS IN WRITING

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 V DISCRIMINATION CLAUSE

1. The Contracting Party 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, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party 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. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE VI **INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contracting Party will protect, defend, indemnify, and hold harmless Agency, its agents, elected officials, and employees (collectively, the “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 Contracting Party, its agents, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, the Contracting Party is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that Contracting Party, its agents, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.
2. Notwithstanding anything in this Agreement to the contrary, the Contracting Party, at its option, will immediately defend Agency from, or reimburse Agency for its costs incurred in the defense of any claim that actually, or potentially, falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the Contracting Party is absolved of liability.
3. The Contracting Party shall bear all expenses, including without limitation reasonable attorney fees, of Agency in enforcing the terms of this article.

ARTICLE VII **PARTIAL INVALIDITY; SEVERABILITY**

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 VIII **ENTIRE AGREEMENT; MODIFICATION**

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 IX CONTROLLING LAW

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 X LEGAL COMPLIANCE

1. Agency 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.

ARTICLE XI RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

1. The relationship between the Contracting Party and Agency shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, Agency.

ARTICLE XII ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XIII ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

1. Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by Agency under this

Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- A. The Contracting Party has been and will be free from any control or direction by Agency over the performance of the services covered by this Agreement;
- B. The services to be rendered by the Contracting Party are outside the normal course and scope of Agency's usual business; and
- C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of Agency for the purpose of unemployment compensation coverage.

ARTICLE XIV FORCE MAJEURE

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 EMPLOYMENT OF PARISH PERSONNEL

1. The Contracting Party 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 St. Bernard Parish Government.

ARTICLE XVI COVENANT AGAINST CONTINGENT FEES

1. The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, 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 the Contracting Party 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, Agency shall have the right to annul this Agreement without liability or, in Agency'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.

ARTICLE XVII **REMEDIES FOR DEFAULT**

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. In the event of a default by Contracting Party, the rights of Agency shall include, but not be limited to, having the Donated Funds returned to Agency by the Contracting Party.

ARTICLE XVIII **NOTICES**

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

Keep Saint Bernard Beautiful
c/o Rhett Pritchard
3006 Fenelon St.
Chalmette, LA 70043

THUS DONE AND PASSED, this _____ day of _____, 20____, 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 , 20 , 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:

KEEP SAINT BERNARD BEAUTIFUL

Title

NOTARY PUBLIC

Bar/Roll#: _____

Printed Name: _____

My Commission is for: _____