



St. Bernard Parish Council

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

#13

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 MONDAY, MAY 5, 2025 AT SEVEN O'CLOCK P.M.

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

RESOLUTION SBPC #2454-05-25

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN UPDATED COOPERATIVE ENDEAVOR AGREEMENT WITH THE LAKE BORGNE BASIN LEVEE DISTRICT (LBBLD) AND SOUTHEAST FLOOD PROTECTION AUTHORITY-EAST REGARDING THE MISSISSIPPI RIVER TRAIL AND THE FORTY ARPENT TRAIL.

WHEREAS, the St. Bernard Parish Government is the governing authority of St. Bernard Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as the LBBLD, for the public welfare, health, safety and good order of St. Bernard Parish by virtue of the specific authority granted in its Home Rule Charter; and,

WHEREAS, St. Bernard Parish has been working diligently to implement the St. Bernard Bikeway and Pedestrian Plan including regional trails such as the Mississippi River Trail (MRT) and the Forty Arpent Trail; and,

WHEREAS, construction on these trails is underway using a combination of federal, state, private, and local grant sources largely through the U.S. Department of Transportation, Federal Highway Administration, as administered by the Louisiana Department of Transportation and Development and the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany, and Tangipahoa Parishes; and,

WHEREAS, construction requires both periodic access and permanent construction within the LBBLD existing right of way impacting property under the maintenance responsibility of LBBLD; and,

WHEREAS, LBBLD required a Cooperative Endeavor Agreement (CEA) between LBBLD and St. Bernard Parish Government to allow access and permanent construction within its right of way for these trails and those agreements were executed in 2015 and 2022; and,



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WHEREAS, this CEA also included the St. Bernard Parish Sheriff's Office;
and,

WHEREAS, the original CEAs were limited in scope (for example, Phases I, II, and III only of the Mississippi River Trail) and the LBBLD would like a new and updated single Cooperative Endeavor Agreement to include any trail and bikeway construction on all its right-of-way now and in the future.

NOW THEREFORE BE IT RESOLVED, the St. Bernard Parish Government is authorized to enter into a Cooperative Endeavor Agreement with Lake Borgne Levee District and the Southeast Louisiana Flood Protection Authority-East to allow for construction of trails along any of its levee right of way.

BE IT FURTHER RESOLVED that the St. Bernard Parish Council, does hereby authorize the President of St. Bernard Parish Government to execute this Cooperative Endeavor Agreement, and any amendments thereof, and all the necessary reports, assurances, contracts, and any other documents required in connection with this construction and maintenance.

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 5th day of May, 2025.



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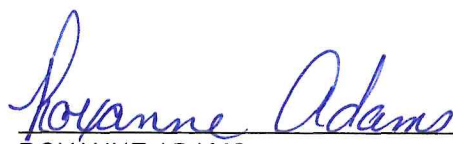
Roxanne Adams
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CERTIFICATE

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 Monday, May 5, 2025.

Witness my hand and the seal
of the Parish of St. Bernard on
this 5th day of May, 2025.



ROXANNE ADAMS
CLERK OF COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
ST. BERNARD PARISH GOVERNMENT, ST. BERNARD PARISH SHERIFF'S
OFFICE AND THE LAKE BORGNE BASIN LEVEE DISTRICT**

This Cooperative Endeavor Agreement is entered into between the St. Bernard Parish Government ("Parish"), the Lake Borgne Basin Levee District ("District") and the St. Bernard Sheriff's Office ("Sheriff") on this _____ day of _____, 2025.

RECITALS

WHEREAS, District, Parish and Sheriff are each political subdivisions of the State of Louisiana; and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that "for a public purpose the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any public or private association, corporation or individual"; and

WHEREAS, La R.S. 33:1324, the Local Services Law, and R.S. 38:330.2 (B) additionally provides that parishes, including the Parish and political subdivisions of the State, including District, may agree to engage jointly in the construction, acquisition or improvement of any public project; and

WHEREAS, the District has a legal servitude and general jurisdiction of the Mississippi River Levee on the East Bank of St. Bernard Parish and the 40 Arpent Levee ("Levees") and

WHEREAS, the District, St. Bernard Parish Government, and St. Bernard Sheriff James Pohlmann entered into a Cooperative Endeavor Agreement dated February 10, 2015, providing for the construction and maintenance of a bike path for use on the Mississippi River in St. Bernard Parish; and

WHEREAS, the District, St. Bernard Parish Government, and the St. Bernard Sheriff's Office entered into a Cooperative Endeavor Agreement dated on or about May 10, 2022, providing for the construction and maintenance of a bike path for use between the 40 Arpent Canal and the base of the Mississippi River Levee in St. Bernard Parish; and

WHEREAS, the District, the Parish and the Sheriff desire to terminate the above-mentioned Cooperative Endeavor Agreements in their entirety and enter into a new Cooperative

Endeavor Agreement for the construction, maintenance and policing of bike paths on levees under the general jurisdiction of the Lake Borgne Levee District in St. Bernard Parish; and

WHEREAS, Parish desires to maintain existing bike paths on levees in St. Bernard Parish and construct additional bicycle paths on the levees and on levee Right of Ways; and

WHEREAS, the Parish council by Resolution No. _____ authorized the Parish President to sign a Cooperative Endeavor Agreement between Parish and District relative to the Levee bike paths; and

WHEREAS, the Southeast Louisiana Flood Protection Authority-East, ("SLFPA-E") acting as governing authority of the District, by Resolution No. _____ adopted on the ____ day of _____, 2025, authorized the Regional Director of the District to enter into this Cooperative Endeavor Agreement; and

WHEREAS, Louis Pomes, as President of St. Bernard Parish, has authority to enter into this Cooperative Endeavor Agreement on behalf of St. Bernard Parish Government; and

WHEREAS, the residents of St. Bernard Parish shall benefit from the continued use and maintenance of existing bicycle paths and the proposed bicycle paths;

NOW, THEREFORE, the parties agree as follows:

This Intergovernmental Agreement shall constitute a non-assignable letter of no objection to the Parish for its continued use and maintenance of existing bicycle paths, and construction of any new bike paths on the Mississippi River Levee and 40 Arpent Levees and on Right of Ways for these levees in St. Bernard Parish ("Project Area") to construct and maintain a bike path ("Project") subject to the following conditions;

OBLIGATIONS OF THE PARTIES

- A. District Retains all rights of ingress and egress to the Project Area, the levee and batture and the right to grant such ingress and egress to others without notice to the Parish. Access to the project area by the public shall only be allowed from access points approved by the District through a permitting process.
- B. Prior to beginning construction of any portion of the Project, Parish must obtain authority, permission or permits from all necessary persons and agencies, including but

not limited to, the U.S. Army Corps of Engineers (“USACE) and the Coastal Protection and Restoration Authority (“CPRA”) and SLFPA-E.

- C. District shall process all permits and access for the Project to Parish and its designated contractors and sub-contractors for the purpose of design, surveying and construction of the Project after receipt of letters of no objection from the U.S. Army Corps of engineers and the Coastal Protection and Restoration Authority.
- D. Parish shall construct and maintain, including the prompt performance of all required repairs, the Project and Project Area at its sole expense subject to the approval of the District. District shall not be liable to Parish because of any damage to the Project or Project Area caused by District.
- E. Parish has performed its due diligence and fully inspected the Project Area and finds the entire Project Area suitable for its purposes and accepts it in its present condition.
- F. Parish shall be project sponsor, assuming responsibility for coordinating all efforts to design, engineer and construct the bike path and is authorized to and shall accept sole legal liability for same.
- G. Parish shall periodically inspect and maintain the bike path in a condition such that bicycles can be safely operated and safe pedestrian use, walking and running, is also continuously maintained.
- H. Parish shall maintain during the term of the Agreement, at Parish’s expense, the following insurance with solvent companies, acceptable to the District, authorized to do business in the State of Louisiana, naming District and SLFPA - East as additional insureds
 - (I) Workers’ Compensation and Employers Liability Insurance to cover any contactor’s employees and Parish employees with limits of not less than:
 - Employers Liability: \$1,000,000
 - Each Accident: \$1,000,000
 - Each Employee: \$1,000,000
 - (II) For purposes of General Liability Insurance and Automobile Insurance, the District accepts that the Parish is self-insured for any claims regarding liability and acknowledges the receipt of the Parish’s self-insurance letter and St.

Bernard Parish Council's resolution regarding self-insurance as shown in Attachment A.

(III) Maritime Liability / Protection & Indemnity (P&I) Liability (if Applicable)

Limit of Coverage (Applicable to all watercraft)

- Five Million Dollars (\$5,000,000) Each Occurrence

(IV) Pollution Liability (if Applicable)

Limits of Coverage:

- One Million Dollars (\$1,000,000) Each Occurrence
- Two Million Dollars (\$2,000,000) Aggregate

(V) Such policies shall be endorsed to provide at least thirty (30) days' notice to District and Parish prior to any cancellation, reduction of coverage or material amendment thereof. Parish shall furnish District with a certificate showing such insurance to be in effect.

(VI) Parish is responsible for acquiring and verifying that all contractors and/or subcontractors working on the project maintain these types and levels of insurance coverage.

(VII) The above policies shall be primary coverage and any policies carried by the District shall apply as excess of such coverage.

I. Parish shall submit all plans and specifications for Project to the District for approval prior to construction of any phase of the project.

J. Parish shall not place any object or construct an improvement of any nature in the Project Area without the prior written approval of the District.

K. Parish shall provide all necessary signs for the Project Area(s) with their language, structure and location to be approved by the District. Generally, pedestrians shall have the right of way over bicycles, but everyone in the project area shall yield to District, District personnel and emergency vehicles within the Project Area.

L. Project shall be used only for pedestrian and non-motorized bicycle traffic. No temporary or permanent change of the specified use in this section shall be made without the express written consent of the District.

M. Parish shall adopt all necessary ordinances regarding the use of the Project Area subject to the approval of the District.

- N. Parish acknowledges the District's obligation to ensure the structural integrity of the levee, to maintain the levee and to exercise its law enforcement jurisdiction on or adjacent to the levee. Consequently, if an emergency occurs and the District determines the performance of the above obligations is materially and detrimentally affected by the completed or uncompleted project, the District may immediately, without notice, remove any objects or improvements placed in the project area at the expense of Parish or terminate this Agreement or both. If no emergency exists, but the performance of the above obligations by the District is materially and detrimentally affected by the project, or if so ordered by the U.S. Army Corps of Engineers or the Coastal Protection and Restoration Authority, the District may remove any object or improvements placed in the Project Area(s) at the expense of Parish or terminate this Agreement or both, after (30) days prior written notice.
- O. Parish acknowledges that if it is necessary to raise, move or maintain the levee, that the project(s) may be removed by District at Parish's sole expense, and District shall have no obligation to reconstruct the project(s) nor pay the value or costs of the project(s).
- P. Parish will be responsible to any funding agency for the funds advanced or furnished for the construction and maintenance of the Project even if this Agreement is subsequently terminated.
- Q. The Sheriff shall police and regulate the project(s) and Project Area(s). District shall not be responsible to regulate and actively police the Project Area(s), but District retains jurisdiction at its sole discretion to police and regulate the Project Area(s), levee batture and other adjacent areas thereto.
- R. Parish and Sheriff, and their authorized personnel and contractors, shall agree to keep all vehicle gates within the project area closed and locked at all times unless: 1) entering or exiting the area, or 2) the gate is manned, or guarded, by those authorized under this provision.
- S. This letter agreement shall continue as long as the Parish maintains the project(s) and Project Area(s) in a safe condition, within the sole determination of the District, unless earlier terminated as provided herein.

- T. On termination of this Agreement, Parish agrees that it shall remove the project(s) and any other improvements placed in the Project Area(s) and leave the Project Area(s) in its original condition or better as determined by the District within its sole discretion.
- U. If necessary, the Parish shall adopt all necessary ordinances regarding the use of the Project(s) and Project Area(s) subject to the approval of the District.
- V. District retains its jurisdiction to police and regulate the Levee, Levee Road, the Floodwall/Levee Right of Ways and the lands adjacent thereto.
- W. This Intergovernmental Agreement shall continue in effect for a period of ten (10) years from the date of execution as long as the Parish maintains the Project(s) and Project Area(s) in a safe condition and may be extended thereafter upon the agreement of all parties hereto. Provided, however, either party may terminate this Agreement at any time on three (3) months written notice either for convenience or cause based upon the failure of either party to comply with the terms and/or conditions of the Agreement.

HOLD HARMLESS AND INDEMNITY

To the extent permitted by the laws of the State of Louisiana, Parish and Sheriff agree and obligate themselves, their successors and assigns to defend, indemnify and hold harmless District, southeast Louisiana Flood Protection Authority-East and their respective officials, officers, commissioners and employees against any and all liabilities, claims, demands, suits, legal actions, under any theory of law, asserted by or in favor of any person, including but not limited to, claims for loss of life or injury or damage to persons or property or any of the above, including damages to the levee, which might arise from construction and/or use of the Project Area(s) by Parish or Sheriff, their employees, contractors, licensees, invitees, visitors, general public and all other third parties.

CHOICE OF LAW, VENUE AND ATTORNEY FEES

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and any legal action may be instituted in any court of

competent jurisdiction. If it is necessary for District to file a lawsuit to enforce the conditions of this agreement, Parish and Sheriff agree to pay the attorney's fees of the District and court costs in accordance with their respective liability. If District shall without fault on its part and be made a party to any claim or litigation commenced by or against Parish and/or Sheriff regarding or arising out of the project(s), Parish or Sheriff shall pay all costs and attorney's fees incurred by District in connection therewith and in accordance with their respective liability.

NOTICES

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

If to the Lake Borgne Basin Levee District:

Regional Director
Southeast Louisiana Flood Protection Authority-East
6920 Franklin Avenue
New Orleans, LA 70122

If to the St. Bernard Parish Government:

Louis Pomes, Parish President
8201 West Judge Perez Drive
Chalmette, LA 70043
lpomes@sbpg.net

If to the St. Bernard Parish Sheriff:

James Pohlmann, Sheriff
2 Courthouse Square
Chalmette, LA 70043
sheriff@sbsso.org

Any such notice shall be given by written means, including email or correspondence sent by overnight mail or courier such as FedEx or UPS. Notice shall be considered effective only upon sending.

ENTIRE AGREEMENT, INTERPRETATION AND AMENDMENT

This Agreement shall constitute the entire Agreement between the parties. All prior oral and written representations not included in the provisions of this Cooperative Endeavor Agreement are null and void. The parties agree that any amendment to the Agreement must be in writing and executed by duly authorized representatives of all parties.

RECITALS

The parties agree that the Recitals are hereby incorporated and that all of the obligations and covenants of the parties contained in the Recitals shall be binding upon the parties.

THUS DONE AND SIGNED, in duplicate originals this ____ day of _____, 2025, before the undersigned competent witnesses.

Witnesses:

Printed Name

Printed Name

St. Bernard Parish Government

By: _____

Louis Pomes, Parish President

Witnesses:

Printed Name

Printed Name

Lake Borgne Levee District

By: _____

Regional Director
Southeast Louisiana Flood
Protection Authority - East

Witnesses:

Printed Name

St. Bernard Sheriff's Office

By: _____

James Pohlmann, Parish Sheriff



ATTACHMENT A

St. Bernard Parish Government

8201 West Judge Perez Drive Chalmette, Louisiana 70043
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Guy McInnis
Parish President

October 31, 2023

Southeast Louisiana Flood Protection Authority-East
6920 Franklin Avenue
New Orleans, LA 70122

Re: CEA – Bike Path Construction and Maintenance along Mississippi River Levee and 40 Arpent
 Levee

To Whom It May Concern:

This certifies that St. Bernard Parish, a political subdivision of the State of Louisiana, is self-insured for general and automobile liability pursuant to the provisions of La. R.S. 33:3061, et seq. for all activities of the parish and its various departments and employees.

Sincerely,


Stephanie Bradbury
Risk Manager