



# St. Bernard Parish Council

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**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, JUNE 3, 2025 AT SEVEN O'CLOCK P.M.

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

## ORDINANCE SBPC #2657-06-25

### Summary No. 4267

Introduced by: Administration on 5/21/25  
Public Hearing held on 6/3/25

AN ORDINANCE TO AUTHORIZE ENTRY INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH ELAINE P. NUNEZ COMMUNITY COLLEGE RELATIVE TO THE RECIPROCAL USE OF PUBLIC BUILDINGS.

**WHEREAS**, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana and La. R.S. 29:260-262 Elaine P. Nunez Community College ("Nunez") and St. Bernard Parish Government (the "Parish") wish to enter into a Cooperative Endeavor Agreement relative to the reciprocal use by each of public buildings owned by the other.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The St. Bernard Parish Council hereby authorizes the Parish President to execute the Cooperative Endeavor Agreement attached hereto delineating each party's obligations with respect to the reciprocal use of public buildings owned by Nunez and the Parish.

**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.



**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
ST. BERNARD PARISH GOVERNMENT AND  
ELAINE P. NUNEZ COMMUNITY COLLEGE**

This Cooperative Endeavor Agreement is entered into between the St. Bernard Parish Government (the "Parish") and Elaine P. Nunez Community College ("Nunez") on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**RECITALS**

**WHEREAS**, the Parish is a political subdivision of the State of Louisiana and Nunez is a public community college operating in St. Bernard parish; and

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides, in part, that "[f]or 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**, Nunez desires the use of certain facilities owned by the Parish to host certain events, including but not limited to graduation ceremonies; and

**WHEREAS**, the Parish desires the use of certain facilities owned by Nunez to host educational and training events; and

**WHEREAS**, the parties hereto each maintain a reasonable expectation of equivalent financial benefit from the reciprocal use of public facilities owned by each;

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE I - OBLIGATIONS OF THE PARTIES**

1. **Obligations of the Parish:**

- a. The Parish shall reasonably make available to Nunez the use of the following facilities for events/programs sponsored by Nunez:
  - i. The Frederick Sigur Civil Center; and
  - ii. The Val Reiss Recreational Complex;
- b. Such events may be coordinated between the Parish President and the Chancellor of Nunez;
- c. The Parish shall waive rental fees for Nunez for the purposes described hereinabove;

- d. The Parish shall clean any Nunez facility after its use of same;
- e. The Parish shall ensure that a Parish representative and any necessary security are present at Parish events/programs hosted at Nunez facilities;
- f. To the extent reasonably practicable, the Parish shall provide Nunez at least thirty (30) days notice of any event/program the Parish wishes to conduct at a Nunez facility.

2. Obligations of Nunez:

- a. Nunez shall reasonably make available to the Parish the use of facilities owned by it for events/programs sponsored by the Parish;
- b. Such events may be coordinated between the Chancellor of Nunez and the Parish President;
- c. Nunez shall waive rental fees for the Parish for the purposes described hereinabove;
- d. Nunez shall clean Parish facilities after its use of same;
- e. Nunez shall ensure a Nunez representative and any necessary security is present at Nunez events/programs hosted at a Parish facility; and
- f. To the extent reasonably practicable, Nunez shall provide the Parish at least thirty (30) days notice of any event/program Nunez wishes to conduct at a Parish facility.

## **ARTICLE II – TERM**

1. Term - This Agreement will be effective until terminated as set forth in Article III hereinbelow.

## **ARTICLE III – TERMINATION**

1. Termination for Convenience – Either the Parish or Nunez may terminate this Agreement at any time during the term by giving the other written notice of its intention to terminate at least thirty (30) days before the intended date of termination.

## **ARTICLE IV – INDEMNIFICATION**

1. Duty to Indemnify the Parish – To the fullest extent permitted by law, Nunez will protect, defend, indemnify, and hold harmless the Parish, its agents, elected officials, and employees (collectively, the “Parish 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 Nunez, its agents, elected officials, employees, contractors, licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, Nunez is not required to indemnify the Parish Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Parish Indemnified Parties, provided that Nunez, its agents, elected officials, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.

2. **Duty to Indemnify Nunez** - To the fullest extent permitted by law, the Parish will protect, defend, indemnify, and hold harmless Nunez, its agents, elected officials, and employees (collectively, the "Nunez 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 Parish, its agents, elected officials, employees, contractors , licensees, invitees, visitors and all other third parties. Notwithstanding anything in this Agreement to the contrary, the Parish is not required to indemnify the Nunez Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Nunez Indemnified Parties, provided that the Parish, its agents, elected officials, employees, contractors, licensees, invitees, visitors or other third parties did not contribute to such gross negligence or willful misconduct.
3. **Expenses** – Any party which successfully asserts the duty to indemnify provided for herein shall be entitled to recover its expenses, including reasonable attorney's fees, incurred in enforcing said indemnity obligation.

## **ARTICLE V – MISCELLANEOUS PROVISIONS**

1. **Governing Law** – Any dispute arising form or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana.
2. **Rules of Construction** – This Agreement has been reviewed by all parties sand shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resoled in favor of or against either party on the basis of which party drafted the language.
3. **Severability** – The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not

subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

4. No Third-Party Beneficiaries – This agreement is entered into for the exclusive benefit of the Parish and Nunez, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.
5. Non-Waiver – The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default breach, or defective performance.
6. Non-Assignability – This Agreement is not assignable by either party unless authorized by a validly executed amendment.
7. Modification – This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.
8. Voluntary Execution – Both parties have read and fully understand the terms, covenants, and conditions set forth in this Agreement and each is executing the same willingly and voluntarily of its own volition.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**THUS DONE AND PASSED**, this \_\_\_\_ day of \_\_\_\_\_, 2025, 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**

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**Louis Pomes, Parish President**

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\_\_\_\_\_  
**NOTARY PUBLIC**

Bar/Roll#: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission is for: \_\_\_\_\_

**THUS DONE AND PASSED**, this \_\_\_\_ day of \_\_\_\_\_, 2025, 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:**

**ELAINE P. NUNEZ COMMUNITY COLLEGE**

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**Dr. Tina Tinney, Chancellor**

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\_\_\_\_\_  
**NOTARY PUBLIC**

Bar/Roll#: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission is for: \_\_\_\_\_