



St. Bernard Parish Council

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

#16

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, AUGUST 19, 2025 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #2669-08-25

Summary No. 4280

Introduced by: Administration on 8/5/25

Public Hearing held on 8/19/25

AN ORDINANCE TO AUTHORIZE ENTRY INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LAKE BORGNE BASIN LEVEE DISTRICT RELATIVE TO HOUSING PERSONNEL DURING SEVERE WEATHER EVENTS.

WHEREAS, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana, the Lake Borgne Basin Levee District (the "District") and St. Bernard Parish Government (the "Parish") wish to enter into a Cooperative Endeavor Agreement relative to the housing of District personnel during severe weather events.

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 housing of District personnel during severe weather events.

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 #16, continued
August 19, 2025

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

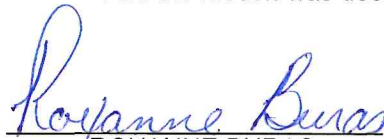
YEAS: Cusimano, Moran, Meyer, Randall, Mones, Everhardt

NAYS: None

ABSENT: None

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

And the motion was declared **adopted** on the 19th day of August, 2025.


ROXANNE BURAS
CLERK OF COUNCIL


GILLIS MCCLOSKEY
COUNCIL CHAIR

Delivered to the Parish President 8/22/25 2:00pm
Date and Time

Received by Margen Kelley

Approved ✓

Vetoed _____

Parish President


Louis Pomes

Returned to Clerk of the Council

8/28/25 10:00am
Date and Time

Received by



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
ST. BERNARD PARISH GOVERNMENT AND THE
LAKE BORGNE BASIN LEVEE DISTRICT**

This Cooperative Endeavor Agreement (the “Agreement”) is entered into by and between St. Bernard Parish Government (“SBPG”) and the Lake Borgne Basin Levee District (the “District”), through its governing authority, the Southeast Louisiana Flood Protection Authority – East (“FPA”), on this ____ day of _____, 2025.

RECITALS

WHEREAS, each of the parties to this Agreement are a political subdivision of the State of Louisiana; and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in pertinent 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, the District is responsible for responding to flood flight activities and damage assessments after storms and hurricanes; and

WHEREAS, the District does not currently own an adequately hardened structure in St. Bernard Parish to safely house levee district personnel during severe tropical storms or hurricanes; and

WHEREAS, SBPG does own adequately hardened structures in St. Bernard Parish to house levee district personnel during severe tropical storms or hurricanes; and

WHEREAS, it is beneficial for the residents of St. Bernard Parish for there to be a rapid response for the activities referenced above by the District following severe tropical storms or hurricanes.

NOW, THEREFORE, the parties hereto agree as follows:

HOUSING OF DISTRICT PERSONNEL

SBPG agrees to identify and provide a reasonably safe location to house a reasonable number of District personnel during declared emergencies such as severe weather events, including but not limited to tropical storms and hurricanes.

The District shall be responsible for providing its personnel with all equipment and supplies necessary to perform their function. The District shall further immediately provide SBPG with the number, and identity, of the personnel for which it seeks housing during severe weather events.

HOLD HARMLESS AND INDEMNITY

To the extent permitted by the laws of the State of Louisiana, the District agrees and obligates itself, its successors and assigns, to defend, indemnify and hold harmless SBPG and its officials, officers, commissioners and employees against any and all liabilities, claims, demands, suits, and 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, which might arise from the housing of District personnel pursuant to this Agreement or the performance of said personnel's work; provided, however, that any injury, loss or damage found by a court of competent jurisdiction, all appeals having been exhausted, to have been caused solely by the gross negligence or willful misconduct of SBPG shall be excluded from this indemnity.

CHOICE OF LAW, VENUE AND ATTORNEY FEES

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced by, and any legal action must be instituted in, a court of competent jurisdiction for the Parish of St. Bernard. If it is necessary for SBPG to file a lawsuit to enforce the provisions of this Agreement, the District agrees to pay the attorney's fees of SBPG and court costs in

accordance with its ultimate liability, if any, which may be determined. If SBPG shall, without fault on its part, be made a party to any claim or litigation commenced by or against the District arising out of the obligations established in this Agreement, the District shall pay all costs and attorney's fees incurred by SBPG in connection therewith.

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 Ave.
New Orleans, LA 70122

If to St. Bernard Parish Government

Louis Pomes, Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Any such notice shall be given by written means and shall be considered effective upon sending.

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

Witnesses:

St. Bernard Parish Government

Printed name

By: Louis Pomes, Parish President

Printed Name

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

Witnesses:

Lake Borgne Basin Levee District

Printed name

By: _____
Title _____
Southeast Louisiana Flood
Protection Authority - East

Printed Name