



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpq.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, NOVEMBER 4, 2025 AT SEVEN O'CLOCK P.M.

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

ORDINANCE SBPC #2692-11-25

Summary No. 4308

Introduced by: Administration on 10/21/25
Public Hearing held on 11/4/25

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH E&P CONSULTING SERVICES, LLC RELATIVE TO PROVIDING THE PARISH WITH ADJUDICATED PROPERTY SERVICES.

WHEREAS, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana, E&P Consulting Services, LLC and St. Bernard Parish Government (the "Parish") wish to enter into a Cooperative Endeavor Agreement relative to providing the Parish adjudicated property services.

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 providing the Parish with adjudicated property services.

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
November 4, 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 4th day of November, 2025.



ROXANNE BURAS
CLERK OF COUNCIL



GILLIS MCCLOSKEY
COUNCIL CHAIR

Delivered to the Parish President 11/5/25 3:45pm
Date and Time

Received by Margen Kelley

Approved ✓ Vetoed _____

Parish President 
Louis Pomes

Returned to Clerk of the Council 11-12-25 10:00am
Date and Time

Received by Roxanne Buras

**COOPERATIVE AGREEMENT
ST. BERNARD PARISH ADJUDICATED PROPERTY PROGRAM**

Be it known, that on this _____ day of _____, 2025, the Parish of St. Bernard (hereinafter the "Parish") and E&P Consulting Services, LLC, (hereinafter referred to as "Contractor," "Consultant" or "Management Company"), do hereby enter into a cooperative agreement under the following terms and conditions:

Scope of Services

Contractor hereby agrees to serve as a provider of services for the establishment, management and operation of the St. Bernard Parish process for the sale of adjudicated properties.

Payment Terms

In consideration of the services described above, the Parish hereby agrees that Contractor will be paid a flat fee in the amount of \$1,200.00 for each adjudicated property sale handled by Contractor in accordance with the established Parish ordinance. Such fee will be paid by either the interested property purchaser/acquirer or the successful bidder at auction or as costs by the tax debtor redeeming adjudicated property. Under no circumstances shall the Parish be liable for payment of said fees.

Oversight & Audits

The contract shall be monitored by the Secretary/Treasurer for the Parish. Such oversight will include a review of services summarized in a regular statement provided by the Management Company to the Parish. In lieu of a quarterly report, such report can be made upon request by the Attorney for the Parish. All instructions, directions and communication on behalf of the Parish shall be made through the Secretary/Treasurer to Wesley Johnson or designee on behalf of E & P Consulting.

Parish shall have the option of auditing all accounts and files of Contractor which relate to this contract.

Process

Forms and instructions shall be accessible to the public from the E & P Consulting web site or printed publications produced by E & P Consulting and provided to St. Bernard Parish for such purposes, to include the following:

- A. Listing of all properties adjudicated to the Parish that Parish intends to sell through E & P Consulting (this list to be provided by Parish) with links to the Parish Assessor's online database.
- B. Information for Interested Property Purchasers, which shall contain instructions, disclosure of rights, and contact information.
- C. Persons questioning how to buy adjudicated property can be directed to contact E & P Consulting by Parish. Persons questioning the status/amount of their property taxes shall be instructed to contact the Parish Tax Collector's office.
- D. The Parish ordinance does not mandate a minimum bid; however, the starting minimum bid shall be the lowest of: the redemption cost or 2/3 the value of the property without appraisal as valued by the tax assessor. Until a minimum bid is offered and accepted in writing, the interested purchaser's initial payment of \$1,000.00 is fully refundable and shall not be charged

to the tax debtor as costs. In the event that a minimum bid should be lowered, the constitutional rationale for such valuation will be documented and approved. After an offer to purchase property for a minimum bid is accepted, administrative work begins and costs for such work must be charged to a tax debtor who redeems property in the amount of \$500.00 (full refund would be provided to interested property purchaser in such a situation).

- E. E & P Consulting: (1) conducts all necessary abstracting and identification of tax notice party names and addresses; (2) sends all statutory notices; (3) calculates wait times in accordance with state law; (4) communicates with interested property purchasers and tax debtors as well as tax collector and tax assessor; (5) drafts and provides ordinances for sale of property; (6) drafts and sends notices of sale for publication in the official journal of the Parish of Ascension (Parish to pay publication charges); (7) draft mortgage record affidavit; (8) draft and provide non-warranty deed for Parish president signature; (9) schedule closing and filing of documents in conveyance records (property purchaser to pay filing fees).
- F. Public Auction: Public auction of adjudicated property through E & P Consulting shall be held at the St. Bernard Parish Council chamber located at 8201 W. Judge Perez Dr., Chalmette, LA 70043 and shall be handled by the office of Parish Secretary/Treasurer with significant guidance by E & P Consulting. All bidders must also deposit \$1,000.00 in certified funds prior to auction in same manner as initiating party. All losing bidders are refunded entire amount with only the winning party paying the administrative fee. All bid amounts are subject to final approval by the Parish. The Parish is hereby authorized to accept and/or reject any or all bids, and to execute any and all documents necessary to finalize the sale of properties sold pursuant to these procedures. If in any event a property is not sold at such public auction, the property shall remain adjudicated to the Parish. At closing, the purchaser shall pay the net purchase price, reflecting any deposit that has been made and applied to the purchase price, as well as the remaining balance of the administrative fee in the amount of \$200.00. If the purchaser requests E&P Consulting to record documentation with the Parish Clerk of Court, the recording fees would also be paid at the time of closing. E&P Consulting offers the recording services at no cost to the purchaser (other than the required recordation fees which will be calculated once the required documentation is completed). The purchaser may opt to record the documentation themselves, therefore the recordation fee will not be collected by E&P Consulting. Upon recordation of the sale, disbursement of funds shall occur to the Tax Collector. All proceeds after the deduction of costs shall be paid pro rata to holders of statutory impositions and governmental liens, unless otherwise agreed within the Parish. Any excess amount shall be paid to the Parish. E&P Consulting can provide assistance/guidance with this process as requested including providing a script for the auctioneer who can be an employee of the Parish.
- G. Terms for Sale of Adjudicated Property All Acts of Sale of adjudicated property shall contain provisions, acceptable in form and substance to the Parish, which provide that all such sales shall be for cash and shall be without warranty of title and without any warranty of merchantability or fitness; shall be "as is, where is"; that it shall be the obligation of the purchaser to obtain title insurance, if it is desired. All sales are made without warranties whatsoever, except for warranty against eviction based on prior alienation by the political subdivision. Purchaser has the right to obtain title insurance, if available, at its sole cost and expense. All minerals and mineral rights shall be reserved by the Parish, if allowed or required

by law. Cash Sales may contain additional reservations, requirements, restrictions, rights of way, and servitudes imposed by the Parish.

Lot Next Door Program

- A. St. Bernard Parish hereby further authorizes the Parish to sell any eligible adjudicated property to any adjoining landowner who has maintained the adjudicated property for a period of one year prior to the sale for a price set by the Parish without public bidding. Such price will be set and handled in the same manner as all other adjudicated property sales, but the Lot Next Door Owner allows the interested purchaser to avoid auction.
- B. In the event that there is more than one adjoining landowner interested in purchasing the property, then the land will be auctioned in the same manner as other adjudicated property.
- C. Such a sale shall be deemed a public sale, pursuant to La R.S. 47:2202(B).
- D. Landowner with a percentage ownership: A landowner owning land in indivision because of a past tax sale can be treated as a Lot Next Door Owner if a percentage of the property is adjudicated and a sale of property or a lien certificate would/could result in the property being owned in full by the purchaser or would result in the purchaser owning a larger percentage in indivision. In situations in which more than one individual or entity would qualify as a Lot Next Door Owner under these circumstances, the written agreement of the other owners in indivision is required for the sale.
- E. Subsection (D) situations are only available for tax sale situations taking place prior to this Memorandum of Understanding and are not available in circumstances in which ongoing current tax sales result in multiple tax bills/multiple owners in indivision.

Donation or Acquisition of Property

- A. The St. Bernard Parish may donate any eligible adjudicated property to be used only for purposes allowed by the Louisiana Constitution.
- B. Property is only eligible for donation in accordance with state law and constitution. E & P Consulting will assist in such analysis upon request.
- C. In the event that the St. Bernard Parish desires to acquire property for its own use, such acquisition can be handled in accordance with state law by E & P Consulting.
- D. Donations/acquisitions require a notification process that is set forth in state statute and virtually identical to the sales process with the exception of money changing hands. The Donee (recipient) of the donated/acquired land must pay \$1,200 to E & P Consulting as an administrative fee for the work associated with the donation which includes all abstracting and notification and must also pay filing fees in the conveyance records.

Termination Clause - The Parish or Management Company may terminate the contract at any time by giving thirty (30) days written notice to the other party. The Management Company, at its option, may be allowed to complete all transactions in process.

Ownership - All records, reports, maps, documents and other material delivered or transmitted to Contractor by the Parish shall remain property of the Parish and shall be returned by the Management Company to the Parish at termination of this contract. All records, reports, documents or other material related to this contract and/or obtained or prepared by the Management Company in connection with the performance of the services contracted for herein shall be maintained by the Management Company and available for inspection.

Non-assignability - The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish.

Severability - If any one or more of the provisions contained in this contract shall, for any reason, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this contract, and in such an event, this contract shall be construed as if such provisions had never been contained herein.

Exclusions - Pursuant to Louisiana Revised Statute 38:2227, Consultant hereby certifies that it has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. The Management Company further certifies that it has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, misapplication of payments, malfeasance in office, or their equivalent federal crimes within the five (5) years prior to submitting the proposal.

Anti-Discrimination Statement - The Management Company agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Fair Housing Act of 1968 as amended, and Management Company agrees to abide by the requirements of the Americans with Disabilities Act of 1990, and as amended by the ADA Amendments Act of 2008. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

Signatures follow on the next page.

THUS DONE AND SIGNED AT _____ Louisiana, on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this agreement as of this _____ day of _____, 2025.

WITNESS:

ST. BERNARD PARISH

By: _____

Title: _____

WITNESS:

E&P CONSULTING SERVICES, LLC

By: _____

Wesley Eby Johnson
Title: Manager/Member