



St. Bernard Parish Council

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#14

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 18, 2025 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #2698-11-25

Summary No. 4314

Introduced by: Administration on 11/4/25
Public Hearing held on 11/18/25

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE OLD ARABI NEIGHBORHOOD ASSOCIATION RELATIVE TO FACILITIES USAGE.

WHEREAS, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana, the Old Arabi Neighborhood Association (the "OANA") and St. Bernard Parish Government (the "Parish") wish to enter into a Cooperative Endeavor Agreement relative to grant funding and facilities usage.

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 OANA's facilities usage.

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.

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into by and between St. Bernard Parish Government, a political subdivision of the State of Louisiana, hereinafter referred to as the "Parish" and the Old Arabi Neighborhood Association officially domiciled in Arabi, LA hereinafter referred to as the "OANA".

WITNESSETH:

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, Parish desires to cooperate with the OANA in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose of the Project is described as: The purposes of the Cooperative Endeavor Agreement is to memorialize the conditions and terms on which the Parish bestows a grant for the performance of certain services to the OANA which includes use of Parish facilities.

WHEREAS, Parish has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Parish Government agrees to:

1. Allow the Aycock Street Barn to be utilized by the OANA for "Sippin in the Sunset" and the Sugar Fest. Both events enhance the quality of life in Old Arabi and the Parish of St. Bernard.
2. Use Parish personnel to open and close the facility for events hosted by the OANA.
3. Physically maintain the Aycock Street Barn making available exterior and interior spaces including restrooms for use by the OANA during scheduled events.
4. Provide use of the Aycock Street Barn on a first come first serve basis.

ARTICLE II

OANA agrees to:

1. Produce a certificate of insurance. Schedule use of the Aycock Street Barn through the St. Bernard Parish Department of Tourism.
2. Designate the president of the OANA as the official representative of the organization, responsible for scheduling use of the Aycock Street Barn in writing.

ARTICLE III

1. This agreement will become effective upon the date of acceptance by the St. Bernard Parish President.
2. The program conducted under this agreement will be reviewed annually by Parish Government, through the Department of Tourism and the Arabi Association for the purpose of evaluating its effectiveness and desirability of its continuation.

ARTICLE IV

Nothing herein shall be construed as obligating Parish or the OANA to expend funds or as involving either in any contract or other obligation for the future payment of money unless specifically provided for herein by contract.

ARTICLE V

Arabi Association agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all departments, Agencies, Boards and commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of OANA, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by OANA as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the St. Bernard Parish Government , Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

ARTICLE VI **EFFECTIVE DATE AND EXTENSION**

1. The period of this agreement shall begin as of January 1, 2025 and shall end on December 31, 2025, unless terminated by either party as defined in Sec. VI, below.

2. This Agreement may be extended for an additional three years by written consent of the parties hereto.
3. The program conducted under this agreement will be reviewed annually by the Parish, through the office of the Chief Administrative Officer and the OANA for the purpose of evaluating its effectiveness and desirability of its continuation.

ARTICLE VII **TERMINATION**

1. This agreement may be terminated in whole or in part on thirty days written notice by either party to the agreement.
2. Nothing herein shall be construed as obligating the Parish or the OANA to expend funds or as involving either in any contract or other obligation for the future payment of money unless specifically provided for herein.

ARTICLE VIII **AMENDMENTS IN WRITING**

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 IX **FISCAL FUNDING (NON-APPROPRIATION) CLAUSE**

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on Parish as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the OANA, its successors or assigns for any further payments.

ARTICLE X **DISCRIMINATION CLAUSE**

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

ARTICLE XI
PARTIAL INVALIDITY; SEVERABILITY

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 XII
ENTIRE AGREEMENT; MODIFICATION

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 XIII
CONTROLLING LAW

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 XIV
LEGAL COMPLIANCE

The Parish 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 XV
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

The OANA is engaged by Parish for the purposes set forth in this Agreement. The relationship between the OANA and Parish shall be, and only be, that of an independent contractor and the OANA shall not be construed to be an employee, agent, partner of, or in joint venture with, Parish.

ARTICLE XVI
ACKNOWLEDGMENT OF EXCLUSION OF

WORKER'S COMPENSATION COVERAGE

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

ARTICLE XVII

ACKNOWLEDGMENT OF EXCLUSION OF

UNEMPLOYMENT COMPENSATION COVERAGE

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

ARTICLE XIII

FORCE MAJEURE

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 XIX

COVENANT AGAINST CONTINGENT FEES

The OANA warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the OANA, 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 OANA 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, Parish shall have the right to annul this Agreement without liability or, in Parish'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 XX
REMEDIES FOR DEFAULT

- a. 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.
- b. If the OANA defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay Parish.

THUS DONE AND SIGNED Chalmette, Louisiana, on the day, of _____, 2025.

Witnesses:

Old Arabi Neighborhood Association:

President

THUS DONE AND SIGNED Chalmette, Louisiana, on the day, of _____, 2025.

Witnesses:

St. Bernard Parish Government

Louis Pomes, Parish President