



St. Bernard Parish Council

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

#15

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. Mones, seconded by Ms. Meyer, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #2699-11-25

Summary No. 4315

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

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE COMPANY: A ST. BERNARD COMMUNITY THEATER RELATIVE TO FACILITIES USAGE.

WHEREAS, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana, The Company: A St. Bernard Community Theater (the "Company") and St. Bernard Parish Government (the "Parish") wish to enter into a Cooperative Endeavor Agreement relative to 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 Company'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.



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Extract #15, continued
November 18, 2025

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

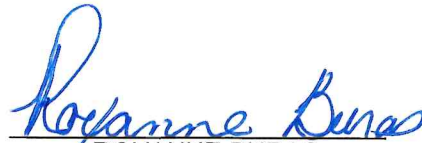
YEAS: Cusimano, Moran, Meyer, Randall, Mones, Everhardt

NAYS: None

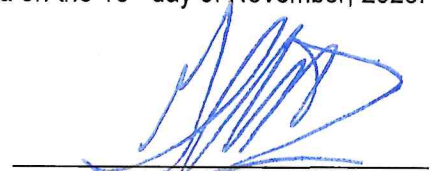
ABSENT: None

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

And the motion was declared **adopted** on the 18th day of November, 2025.




ROXANNE BURAS
CLERK OF COUNCIL



GILLIS MCCLOSKEY
COUNCIL CHAIR

Delivered to the Parish President 11/20/25 10:30am
Date and Time

Received by 

Approved  _____

Vetoed _____


Parish President



Louis Pomes

Returned to Clerk of the Council

11/25/25 3:15pm
Date and Time

Received by 

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 Company: A St. Bernard Community Theater officially domiciled at 2009 Aramis, Meraux, LA 70075 hereinafter referred to as the “Company”.

ARTICLE I

WITNESSETH:

- 1.1 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
- 1.2 WHEREAS, Parish desires to cooperate with the Company in the implementation of the Project as hereinafter provided;
- 1.3 WHEREAS, the public purpose of the Project is described as: The purpose of the Cooperative Endeavor Agreement is to memorialize the conditions and terms on which the Parish bestows a discounted rate for use of Parish facilities.
- 1.4 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;
- 1.5 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 II **SCOPE OF SERVICES**

It is the mission of the Company to advance economic vitality and quality of life in St. Bernard Parish by providing cultural programming in St. Bernard parish. The Company has historically been part of St. Bernard Parish’s important cultural landscape by teaching children all aspect of the Performing Arts. Further, the Company is primarily an organization for the advancement of culture in St. Bernard Parish.

The goal of this agreement is to develop a formal vehicle for financial assistance and use of facilities to the Company in the implementation of the mission and purposes of the Company and thereby provide service to the parish and the people of St. Bernard Parish.

ARTICLE III
SPECIFIC FUNCTIONS AND GOALS

It is specifically acknowledged by the Parish and the Company that the Company is not a public body nor a branch, department, office, agency, board, commission, district, governing authority, political subdivision, or committee, subcommittee, advisory board, or task force of government, nor any instrumentality of the state, parish, or municipal government, and is not a public or quasi-public nonprofit corporation and is specifically not designated to perform governmental or proprietary functions of government.

Rather, the Company is a private entity which has contracted with the Parish to perform services as outlined herein. The function of the Company shall be, during the term of the grant, promoting culture and the performing arts in the communities of the Parish.

ARTICLE IV
USAGE OF PARISH FACILITIES

Parish government agrees to:

- i. Allow the Frederick Sigur Center to be utilized by the Company for programs which enhance the culture and quality of life in the Parish at no charge for one event day and one rehearsal day per year; and
- ii. Allow the Company Executive Director and or designated Board Member be held responsible for the opening and closing of these facilities for events.

The Company agrees to:

- iii. Produce a certificate of insurance and agree to hold harmless and indemnify the Parish against any and all harm, damage, and injury resulting from the Company's use of the Sigur Center, and all Parish Property;
- iv. Schedule use of the Sigur Center, through the St. Bernard Government;
- v. Designate the Executive Director of the Company as the official representative of the organization, responsible for scheduling use of these facilities in writing; and
- vi. Provide a St. Bernard Sheriff's deputy to be on site for all Company events within the Parish facilities from open until close. There shall be two deputies for every event. The deputies shall remain on site until the designated Company member has closed the facility.

ARTICLE V
EFFECTIVE DATE AND EXTENSION

1. The period of this agreement shall begin as of January 1, 2026 and shall end on December 31, 2026, 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 Parish Legal Department for the purpose of evaluating its effectiveness and desirability of its continuation.

ARTICLE VI
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 Company 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 VII
FINANCIAL DISCLOSURE

Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring Parish shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE VIII
AUDIT CLAUSE

8.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Company which relate to this Agreement, upon request.

8.2 The Company and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

ARTICLE IX
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 X
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 Company, its successors or assigns for any further payments.

ARTICLE XI
DISCRIMINATION CLAUSE

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

ARTICLE XII
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 XIII
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 XIV
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 XV
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 XVI
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

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

ARTICLE XVII
**ACKNOWLEDGMENT OF EXCLUSION OF
WORKER'S COMPENSATION COVERAGE**

Parish and the Company expressly agree that the Company 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 Company or to anyone employed by the Company for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XVIII
**ACKNOWLEDGMENT OF EXCLUSION OF
UNEMPLOYMENT COMPENSATION COVERAGE**

Parish and the Company 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 Company 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 Company are outside the normal course and scope of Parish's usual business; and
- C. The Company is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Company nor anyone employed or contracted by the Contracting Party shall be considered an employee of Parish for the purpose of unemployment compensation coverage.

ARTICLE XIX
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 XX
COVENANT AGAINST CONTINGENT FEES

The Company warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Company, 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 Company 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 XXI
REMEDIES FOR DEFAULT

21.1 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.

21.2 If the Company 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.

Signatures follow on the next page.

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

Witnesses:

The Company: A St. Bernard Community
Theater

Executive Director

Chair

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

Witnesses:

St. Bernard Parish Government

Louis Pommès, Parish President
