



St. Bernard Parish Council

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

#21

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, DECEMBER 2, 2025 AT SEVEN O'CLOCK P.M.

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

ORDINANCE SBPC #2707-12-25

Summary No. 4323

Introduced by: Administration on 11/18/25
Public Hearing held on 12/2/25

AN ORDINANCE TO AUTHORIZE ST. BERNARD PARISH GOVERNMENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CAPITOL AREA CORPORATE RECYCLING COUNSEL RELATIVE TO PROVIDING THE PARISH WITH TECHNOLOGY RECYCLING SERVICES.

WHEREAS, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana, the Capitol Area Corporate Recycling Council (the "CACRC") and St. Bernard Parish Government (the "Parish") wish to enter into a Cooperative Endeavor Agreement relative to providing the Parish with technology recycling 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 technology recycling services.

SECTION 2. The St. Bernard Parish Council hereby authorizes the Parish President to recycle the specific equipment listed in Exhibit A pursuant to the CEA.

SECTION 3. 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 4. 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 #21, continued
December 2, 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 2nd day of December, 2025.

Roxanne Buras

ROXANNE BURAS
CLERK OF COUNCIL



GILLIS MCCLOSKEY
COUNCIL CHAIR

Delivered to the Parish President

12/4/25 11:15 am
Date and Time

Received by



Approved ✓

Vetoed _____

Parish President

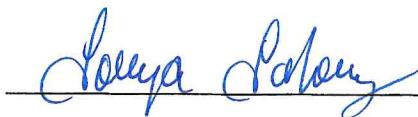


Louis Pomes
Louis Pomes

Returned to Clerk of the Council

12/10/25 9:00am
Date and Time

Received by



Patsy Polley

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF ST. BERNARD
AND
CAPITAL AREA CORPORATE RECYCLING COUNCIL**

STATE OF LOUISIANA
PARISH OF ST. BERNARD

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") made and entered into on this _____ day of _____, 2025, by and between the PARISH OF ST. BERNARD, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized Parish President, Louis Pomes, and the CAPITAL AREA CORPORATE RECYCLING COUNCIL, hereinafter referred to as "CACRC," and represented herein by its duly authorized Executive Director, Shannon Fish Fertitta.

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 or political corporations 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;"

WHEREAS, the PARISH desires to cooperate with the CACRC in the manner as hereinafter provided;

WHEREAS, the PARISH has the authority to enter into this Agreement as evidenced by its adopted ordinances and the governmental purpose of disposing of surplus electronic devices that it owns;

WHEREAS, pursuant to LA R.S. 49:125.1, the PARISH is authorized to dispose of surplus electronic devices that it owns by transferring these items to certified non-profit entities in return for the performance of services;

WHEREAS, the CACRC is a certified Non-Profit Organization committed to electronic scrap reduction by providing recycled computers and equipment to schools, non-profits, and low-income families in the State of Louisiana for educational and training purposes, and responsibly recycling the remaining equipment through the generous contributions of supporters;

WHEREAS, while the public purpose to be derived from this legal obligation is to promote the general health and welfare of the citizens and the environment, the PARISH also benefits by providing critical services to citizens who reside within the State of Louisiana;

WHEREAS, the actions of the PARISH and the CACRC will result in the public benefit described in detail above that is not disproportionate to the value of the electronic devices included in this agreement.

NOW THEREFORE, in consideration of the mutual covenants, legal right, public purpose, and the public benefit herein contained, the PARISH and the CACRC hereto mutually agree to the following terms and conditions of this agreement:

1. Scope of Agreement

The PARISH agrees to transfer to the CACRC the No Fee Accepted Items found on Exhibit A attached to this agreement.

PARISH OBLIGATIONS

- a. Coordinate pickup date and location with CACRC for transfer of surplus electronic devices.
- b. Coordinate the collection and staging of the PARISH items to be transferred to the CACRC.
- c. Ensure that only the No Fee – Acceptable Items are collected and staged for transfer.
- d. Provide a complete listing of the materials being transferred to the Finance and I.T. departments as support documentation for PARISH asset disposal records.

CACRC OBLIGATIONS

- a. Provide PARISH with a list of electronic devices accepted by CACRC, giving at least thirty (30) days advance notice of any changes to the types of equipment accepted.
- b. Coordinate pickup date and location with PARISH for transfer of surplus electronic devices.
- c. Pick up PARISH collected items at scheduled time and location utilizing a truck with a power liftgate for loading.
- d. Transport all items collected to CACRC's warehouse in Baton Rouge, Louisiana.
- e. Repair and/or recycle materials according to R2 RIOS standards.
- f. Erase and/or shred all hard drives pursuant to top national standards.

Only accepted items with no associated recycling fees to the PARISH (as referenced in the attached Exhibit A) are included within the scope of this agreement.

2. Term of Agreement

The initial term of this agreement shall commence upon execution of this agreement and shall continue through December 31, 2025. Upon completion of the initial term and any renewal term, this agreement shall automatically renew for consecutive one-year terms unless either party provides advance written notice of its intention not to renew.

3. Payment Terms

As all items with associated recycling costs are specifically excluded from this agreement, there are no financial obligations between the parties in this agreement.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

6. Liability, Indemnity and Insurance

This agreement is intended for the benefit of the PARISH and the CACRC and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CACRC are limited to the actions outlined in the applicable local, state, and federal laws, regulations and policies.

The PARISH will indemnify, defend, and hold harmless the CACRC, including the CACRC's employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH's duties and obligations under the terms of this agreement. The CACRC will indemnify, defend, and hold harmless the PARISH, including the PARISH's employees and agents, from and against any and all claims or liabilities arising from the fault of the CACRC, its employees or agents in carrying out the CACRC's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

At all times during the performance of work required by this Agreement, the CACRC will maintain the following insurance in full force and effect for the duration of the work under this Agreement. .

Minimum Requirements:

1. Workers Compensation & Employers Liability Insurance in compliance with the Louisiana Worker's Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.
2. Commercial General Liability Insurance including, but not limited to contractual liability insurance, products and completed operations, personal injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence/\$2,000,000 policy aggregate.
3. Automobile Liability Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.
4. The CACRC will provide and maintain a current Certificate of Insurance naming the Parish of St. Bernard, as an Additional Insured.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CACRC both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement arising under this agreement, both parties agree that any disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for St. Bernard Parish, Louisiana. In the event that court action is necessary, the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the CACRC and supersede all prior negotiations, representations, or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

9. No Authorship Presumptions

The PARISH and the CACRC have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise, or adverse inference be drawn by virtue of authorship. The PARISH and the CACRC hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the PARISH and the CACRC provided for pursuant to this agreement shall be in writing. The name and address of the PARISH's representative is:

Mr. Louis Pomes, Parish President
St. Bernard Parish
8201 W. Judge Perez Drive
Chalmette, LA 70043

The name and address of the CACRC's representative is:

Ms. Shannon Fish Fertitta, Executive Director
Capital Area Corporate Recycling Council
1400 Main Street
Baton Rouge, LA 70802

In the event that the mailing address of the PARISH or the CACRC changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

THUS DONE AND SIGNED on the _____ day of _____ 2025, in Chalmette, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

THUS DONE AND SIGNED on the _____ day of _____ 2025, in Baton Rouge, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

**CAPITAL AREA CORPORATE
RECYCLING COUNCIL:**

Witness Signature

BY: _____
SHANNON FISH FERTITTA
EXECUTIVE DIRECTOR

Printed Witness Name

Witness Signature

Printed Witness Name