



St. Bernard Parish Council

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

#21

Kerri Callais
Councilmember
at Large

Richard "Richie" Lewis
Councilmember
at Large

Gillis McCloskey
Councilmember
District A

Nathan Gorbaty
Councilmember
District B

Howard Luna
Councilmember
District C

Wanda Alcon
Councilmember
District D

**Manuel "Monty"
Montelongo III**
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, SEPTEMBER 19, 2017 AT THREE O'CLOCK P.M.

On motion of Mr. Montelongo, seconded by Mrs. Alcon, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2004-09-17

Summary No. 3524

Introduced by: Administration on 9/5/17
Public hearing held on 9/19/17

AN ORDINANCE TO DECLARE THE LOT BEARING MUNICIPAL ADDRESSES 1809 ROSE STREET, ARABI, LA 70032 AS SURPLUS; TO AUTHORIZE THE DONATION OF THE PROPERTY TO OPERATION FINALLY HOME AND TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE THE DONATION, A COOPERATIVE ENDEAVOR AGREEMENT WITH OPERATION FINALLY HOME AND ALL NECESSARY DOCUMENTS TO EFFECTUATE THE DONATION AND TO ENSURE COMPLIANCE WITH CDBG GUIDELINES.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

WHEREAS, 1809 Rose Street, Arabi, LA 70032 is a former Louisiana Land Trust property, that is owned by St. Bernard Parish Government,

WHEREAS, 1809 Rose Street is surplus and it is not needed for a public purpose of the Parish,

WHEREAS, Operation Finally Home has agreed to construct a habitable home on 1809 Rose St. at its expense, and in compliance with all applicable laws and ordinances, and to donate the home and property to a low and moderate income disabled U.S. military veteran, to be selected by Operation Finally Home,

WHEREAS, the donation of the property for the purpose of providing housing to a low and moderate income individual meets U.S. CDBG guidelines.

SECTION 1. 1809 Rose Street, Arabi, LA 70032, being the same property transferred by The Road Home Corporation to St. Bernard Parish Government in an Act of Transfer dated 2/13/17 and recorded in Book 1144 at page 326 (hereinafter referred to as "THE PROPERTY") is surplus and is not needed for any public purpose.



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Extract #21 continued
September 19, 2017

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SECTION 2. THE PROPERTY is hereby ordered to be donated to Operation Finally Home under the following conditions:

- 1) Within one year of receipt of title to THE PROPERTY, Operation Finally Home will build a habitable, move-in ready, single-family dwelling in compliance with all applicable laws and ordinances
- 2) Operation Finally Home will donate THE PROPERTY, the single family dwelling it constructs on THE PROPERTY and any improvements it constructs on THE PROPERTY to a disabled U.S. military veteran, selected by Operation Finally Home promptly after completion of the dwelling and improvements
- 3) The veteran cannot be an employee or elected official of the Parish, nor can the veteran be the sister, brother, spouse, child, or parent of any Parish employee or elected official of the Parish.

SECTION 3. The President of St. Bernard Parish Government is hereby authorized to execute a Cooperative Endeavor Agreement (Attached as Exhibit A) or a Cooperative Endeavor Agreement containing the material provisions of Exhibit A, an Act of Donation (Attached as Exhibit B) or an Act of Donation containing the material provisions of Exhibit B, and any other documents necessary to effectuate the donation of THE PROPERTY and to ensure that the requirements of the Louisiana Constitution and the U.S. Community Development Block Grant regulations are met. The President is authorized

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon 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 5. 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 expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.



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

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of September, 2017.

ROXANNE ADAMS
CLERK OF COUNCIL

RICHARD LEWIS
COUNCIL CHAIR

Delivered to the Parish President

9/22/2017 2:21pm

Date and Time

Received by

Malgen Campo

Approved

Vetoed

Guy McInnis

Parish President

Returned to Clerk of the Council

9/26/2017 9:30am

Date and Time

Received by

Jennifer Lemaine

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between St. Bernard Parish Government, hereinafter referred to as "the Parish" and Operation Finally Home, officially domiciled at _____ hereinafter referred to as "Contracting Party".

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

1.3 WHEREAS, the Parish has the authority to enter into this Agreement as evidenced by its governmental purpose of fostering the recovery of its neighborhoods and promoting the general welfare of its citizenry.

1.4 WHEREAS, the public purpose of the Project is described as assisting in the recovery of neighborhoods and fostering the availability of housing for disabled/low and moderate income U.S. military veterans;

1.5 WHEREAS, this cooperative endeavor agreement will allow it to meet its obligations as a recipient of United States Community Development Block Grant funds.

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

ARTICLE II
SCOPE OF SERVICES

2.1 The Parish shall donate 1809 Rose Street (hereinafter "THE PROPERTY") to the Contracting Party, which the parties acknowledge has a fair market value of \$15,000.00. The Parties will execute a written Act of Donation to effectuate the Donation.

2.2 The Contracting Party shall: within one year of receipt of title to THE PROPERTY, build at its own expense, a habitable, move-in ready, single-family dwelling, complete with kitchen appliances (stove/oven, refrigerator/freezer and dishwasher) and an operable heating and air conditioning system and donate THE PROPERTY, the single family dwelling it constructs on THE PROPERTY and any improvements it constructs on THE PROPERTY, to a disabled U.S. military veteran, selected by the Contracting Party (hereinafter "the Veteran"). To avoid paying fair market value, HUD Community Development Block Grant (CDBG) guidelines require that the Property be donated to an individual or household that has been determined to be low to moderate income. If the Contracting Party donates the Property to an individual that is not low to moderate income, the Contracting Party shall pay the fair market value of \$15,000. The Contracting Party shall provide financial documentation to the Parish that meets HUD CDBG requirements. The single family dwelling must be permitted and built in compliance with all applicable laws and ordinances. The Veteran cannot be an employee of the Parish or the sister, brother, spouse, child, or parent, of a family member of the Parish.

ARTICLE III DEFAULT

3.1 Should the contracting party default in its obligations, the Parish shall have the right to the return of the property and all improvements made to THE PROPERTY and to exercise all rights granted to the Parish in the Act of Donation.

ARTICLE IV COSTS AND EXPENSES

4.1 No costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the Parish unless agreed upon in writing by the parties.

4.4 Taxes: Contracting Party hereby agrees that the responsibility for payment of any taxes that arise out of this Agreement or the Act of Donation contemplated in this agreement.

ARTICLE V TERMINATION OF CAUSE

5.1 The Parish may terminate this Agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the Parish shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Parish may at its option, place Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Parish may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contracting Party to comply with the terms and conditions of this Agreement; provided that the Parish shall give the Contracting Party written notice specifying the Contracting Party's failure and a reasonable opportunity for the Contracting Party to cure the defect.

ARTICLE VI TERMINATION FOR CONVENIENCE

6.1 The Parish may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work in connection with the performance of this Agreement.

ARTICLE VI

OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

7.1 All work product, including records, reports, documents and other material delivered or transmitted to Contracting Party by the Parish shall remain the property of the Parish, and shall be returned by Contracting Party to the Parish, at Contracting Party's expense, at termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein, shall become the property of the Parish, and shall, upon request, be returned by Contracting Party to the Parish at the Contracting Party's expense at termination or expiration of this Agreement. The Parish shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the Parish shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the Parish.

7.3 Confidentiality. The above referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the Parish.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Contracting Party.

ARTICLE VIII

ASSIGNMENT

8.1 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Parish. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

ARTICLE IX

FINANCIAL DISCLOSURE

9.1 Each recipient may 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 requested under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE X

AUDIT CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the Parish 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 Contracting Party which relate to this Agreement, upon request.

10.2 The Contracting Party 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 contact and any subcontract entered into under this Agreement, whichever is later.

ARTICLE XI AMENDMENT IN WRITING

11.1 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 XII FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

12.1 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, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE XIII TERM OF AGREEMENT

13.1 The term of this Agreement shall commence on the date first above written and shall continue in effect until Contractor meets all obligations contained herein, unless sooner terminated as provided in Paragraphs V and VI.

ARTICLE XIV DISCRIMINATION CLAUSE

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

ARTICLE XV
INDEMNIFICATION; INSURANCE

15.1 The Contracting Party shall indemnify and save harmless the Parish against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Parish growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the Parish's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XVI
PARTIAL INVALIDITY; SEVERABILITY

16.1 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 XVII
ENTIRE AGREEMENT; MODIFICATION

17.1 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 agreement 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 XVIII
CONTROLLING LAW

18.1 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 XIX
LEGAL COMPLIANCE

19.1 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 XX
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

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

ARTICLE XXI
ACKNOWLEDGMENT OF EXCLUSION OF
WORKER'S COMPENSATION COVERAGE

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

ARTICLE XXII
ACKNOWLEDGMENT OF EXCLUSION OF
UNEMPLOYMENT COMPENSATION COVERAGE

22.1 The Parish and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the 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 Contracting Party has been and will be free from any control or direction by the Parish over the performance of the services covered by this Agreement;
- B. The services to be rendered by the Contracting Party are outside the normal course and scope of the Parish's usually business; and
- C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the Parish for the purposes of unemployment compensation coverage.

ARTICLE XXIII
FORCE MAJEURE

23.1 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, act of God.

ARTICLE XXIV
EMPLOYMENT OF PARISH PERSONNEL

24.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Louisiana.

ARTICLE XXV
COVENANT AGAINST CONTINGENT FEES

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, 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 Contracting Party 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, the 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 full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXVI
REMEDIES FOR DEFAULT

26.1 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.

ARTICLE XXVII
NOTICES

27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

St. Bernard Parish Government
Attention: President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

Operation Finally Home

THUS DONE AND SIGNED AT Chalmette, Louisiana, on _____ day of
_____, 2017.

WITNESSES:

St. Bernard Parish Government

By: Guy McInnis,
Parish President

WITNESSES:

Operation Finally Home

By: