



St. Bernard Parish Council

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

#16

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, JUNE 4, 2019 AT SEVEN O'CLOCK P.M.

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

ORDINANCE SBPC #2170-06-19

Summary No. 3718

Introduced by: Administration on 5/21/19
Public Hearing held on 6/4/19

AN ORDINANCE TO AUTHORIZE THE RETENTION OF WAITZ & DOWNER TO PROVIDE LEGAL REPRESENTATION FOR ST. BERNARD PARISH GOVERNMENT AGAINST C & C MARINE AND REPAIR, L.L.C., MARQUETTE TRANSPORTATION COMPANY, L.L.C., THEIR INSURERS AND ANY OTHER RESPONSIBLE PARTIES IN CONNECTION WITH CLAIMS FOR DAMAGES ARISING FROM AN INCIDENT ON MAY 14, 2018 WHICH CAUSED DAMAGE TO THE CEMENT DOLPHIN STRUCTURE IN ST. BERNARD PARISH IN THE LOWER MISSISSIPPI RIVER AND ANY MATTERS RELATED THERETO.

WHEREAS, St. Bernard Parish Government believes it to be in the best interest of the citizens of St. Bernard Parish and St. Bernard Parish Government to retain Waitz & Downer to represent their interests in the above matters.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council, the Governing Authority, does hereby approve and authorize the hiring of private counsel to represent St. Bernard Parish Government solely in the matters against C & C Marine and Repair, L.L.C., Marquette Transportation Company, L.L.C., their insurers and any other responsible parties in connection with claims for damages arising from an incident on May 14, 2018 which caused damage to the cement dolphin structure in St. Bernard Parish in the Lower Mississippi River and any matters related thereto pursuant to the contract attached as Exhibit A.

SECTION 2. Compensation. The compensation shall be pursuant to the contract attached as Exhibit A

SECTION 3. 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



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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 expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

SECTION 5. The Parish President is hereby authorized to enter into a contract for legal services as provided in the attached contract and in accordance with section 4-02 (b) of the Home Rule Charter.

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

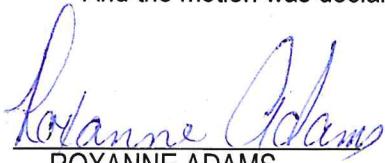
YEAS: McCloskey, Luna, Alcon, Montelongo

NAYS: None

ABSENT: Gorbaty, Lewis

The Council Vice-Chair, Ms. Callais, cast her vote as YEA.

And the motion was declared **adopted** on the 4th day of June, 2019.


ROXANNE ADAMS
CLERK OF COUNCIL


KERRI CALLAIS
COUNCIL VICE CHAIR

Delivered to the Parish President

6/4/19 2:00pm
Date and Time

Received by

Magen Campo



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Extract #16 continued
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Kerri Callais
Councilmember
at Large

Richard "Richie" Lewis
Councilmember
at Large

Approved ✓

Vetoed _____

Gillis McCloskey
Councilmember
District A

Parish President

Guy McInnis

Nathan Gorbaty
Councilmember
District B

Returned to Clerk of the Council

6/7/19 3:47pm

Date and Time

Howard Luna
Councilmember
District C

Received by

Elja Melo

Wanda Alcon
Councilmember
District D

Manuel "Monty" Montelongo III
Councilmember
District E

Roxanne Adams
Clerk of Council



Contingency Fee Contract

St. Bernard Parish Government (hereinafter referred "Client") does hereby employ and retain WAITZ & DOWNER, on my behalf against C & C Marine and Repair, L.L.C. and Marquette Transportation Company, L.L.C., their insurers and any other responsible parties in connection with claims for damages arising from an incident on May 14, 2018, which caused damage to the cement dolphin structure in St. Bernard Parish in the Lower Mississippi River.

In consideration of WAITZ & DOWNER performing these legal services, Client agrees to pay to WAITZ & DOWNER twenty-five percent (25%) of the total amount of any settlement, compromise, award, or judgment. Client further grants to WAITZ & DOWNER an interest in the subject matter of this claim and/or suit. Client stipulates that the suit or claim may not be settled, compromised, released, discontinued, or otherwise disposed of without my consent. In the event that Client terminates WAITZ & DOWNER without cause from my representation, Client will still be responsible for the fee earned by WAITZ & DOWNER for services rendered to prosecute the case completed through the time of termination.

Client hereby agrees that WAITZ & DOWNER and any associated attorneys shall receive and recover from any settlement, compromise, verdict or judgment any and all costs, disbursements, expenses and advances incurred by them in prosecuting this claim. Said expenses are to be repaid from any recovery in addition to and after payment of the attorney's fee. Client authorizes said attorneys to incur such costs, expenses, disbursements, and advances, as needed, for the proper prosecution of the claim. If nothing is recovered, the client owes the attorney nothing.

Client expressly authorizes WAITZ & DOWNER to associate any other counsel who may be needed to assist in my case, who will assume joint responsibility for the handling of my case, and have been advised of and do not object to the participation of the above attorneys and the division of any attorney's fee between them and understand that the fee will not exceed the 25% contingency fee.

CLIENT HAS READ AND FULLY UNDERSTANDS THE ABOVE CONTRACT.

Entered into on the _____ day of _____, 20____

ST. BERNARD PARISH GOVERNMENT

BY: _____
Print name: _____
By Resolution of St. Bernard Parish Council
No. _____

WITNESS:

The foregoing agreement is hereby accepted on this _____ DAY OF _____, 20____.

Attorney, WAITZ & DOWNER