



# St. Bernard Parish Council

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

#18

**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, MAY 7, 2019 AT SEVEN O'CLOCK P.M.

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

## EMERGENCY ORDINANCE SBPC #2155-05-19

### SUMMARY NO. 3709

AN EMERGENCY 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

**SECTION 3.** Effective Date. This ordinance shall become effective immediately upon authorizing signature by the Parish President. If the proposed ordinance is not signed or vetoed by the Parish President within Twelve (12) hours after receipt it shall be considered adopted. As an emergency ordinance the provisions shall remain valid for a time period of sixty (60) days.



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**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:

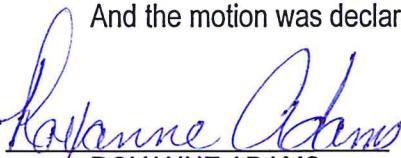
**YEAS:** McCloskey, Luna, Alcon, Montelongo, Callais

**NAYS:** None

**ABSENT:** Gorbaty

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

And the motion was declared **adopted** on the 7<sup>th</sup> day of May, 2019.

  
ROXANNE ADAMS  
CLERK OF COUNCIL

  
RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

Delivered to the Parish President

5/7/2019 8:45pm  
Date and Time

Received by



Approved 

Vetoed \_\_\_\_\_



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*Councilmember  
at Large*

Parish President

  
Guy McInnis

**Gillis McCloskey**  
*Councilmember  
District A*

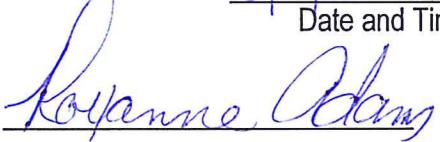
Returned to Clerk of the Council

5/1/2019 8:50 pm

Date and Time

**Nathan Gorbaty**  
*Councilmember  
District B*

Received by

  
Roxanne Adams

**Howard Luna**  
*Councilmember  
District C*

**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:

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The foregoing agreement is hereby accepted on this \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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\_\_\_\_\_  
Attorney, WAITZ & DOWNER