



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, 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 resolution:

RESOLUTION SBPC #1942-05-19

A RESOLUTION TO RETAIN THE CONSULTING SERVICES OF ROBIN AND ASSOCIATES FOR ST. BERNARD PARISH GOVERNMENT FOR A PERIOD OF ONE (1) YEAR.

WHEREAS, the St. Bernard Parish Council, the Governing Authority of St. Bernard Parish is desirous to enter into a contract with Robin and Associates to provide consulting services on Federal and State legislative, administrative and regulatory issues, representation and information on behalf of the Parish, its people and its facilities and other matters described in the attached Exhibit "A"; and,

WHEREAS, the Council is desirous to retain the services of Robin and Associates to represent St. Bernard Parish Government for a period of one (1) year; and,

WHEREAS, this contract is effective as of April 1, 2019; and,

WHEREAS, the execution of the said contractual obligation is contingent upon the approval of the Council Chair.

NOW THEREFORE BE IT RESOLVED that the St. Bernard Parish Council is hereby retaining the services of Robin and Associates, upon execution of contractual obligation for a term of one (1) year contingent upon the approval of the Council Chair.

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

YEAS: McCloskey, Alcon, Montelongo, Callais

NAYS: Luna

ABSENT: Gorbaty



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Extract #16 continued
May 7, 2019

Richard "Richie" Lewis
Councilmember
at Large

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

And the motion was declared adopted on the 7th day of May, 2019.

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

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at May 7, 2019.

Witness my hand and the seal
of the Parish of St. Bernard on
this 7th day of May, 2019

ROXANNE ADAMS
CLERK OF COUNCIL

CONSULTANT'S AGREEMENT

THIS AGREEMENT is executed by and between The Parish of St. Bernard, a political subdivision of the State of Louisiana, (herein called the "Company"), and represented herein by Guy McInnis its President, and Robin and Associates, (herein called the "Consultant"), represented herein by Dan A Robin, Sr.

In consideration of the mutual promises and covenants set forth herein, the Company and the Consultants agree to the following terms:

I. The Consultant's Duties and Responsibilities

- (1) The Company does hereby retain the consulting services of Consultants and Consultants hereby agrees to provide these services to the Company all according to the terms set out in this Agreement. The principal duties of Consultants shall be to provide consulting services on Federal legislative, administrative and regulatory issues, representation and information dealing with Parish Authorities, and facilities of interest to the Company.
- (2) In providing the services described herein, the Consultants shall be available to the Company at times mutually agreeable to both parties during the period this Agreement is in effect.

II. Terms of the Agreement

- (1) This Agreement shall be effective for a period of twelve (12) months beginning April 1, 2019.
- (2) This agreement further contemplates that Consultants shall, from time to time, be called upon to provide services for the Company over and above those specified herein, but yet undefined by the Company, which services and additional compensation therefor, shall be referred to as "special projects," the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by the Company to the Consultants.

III. Compensation

- (1) Beginning April 1, 2019, the Company agrees to pay Consultants a fee of Ten Thousand Dollars (\$10,000.00) per month for the period this contract is in effect, plus all necessary expenses required to carry out the terms and conditions of this Agreement, but the stated monthly fee shall not include any compensation for “special project” that may be assigned to Consultants by the Company for performance at any time subsequent to the date of this agreement.
- (2) Consultants are independent contractors and, therefore, shall not be entitled to any employee benefits of the Company.
- (3) Payment to the Consultants shall be by check to Robin & Associates. Consultant's Tax I.D. Number is 72-1161374. Such payment shall discharge the Company of any further obligation with regard to the services performed for which payment has been made.

IV. Restrictive Covenant

So long as this Agreement remains in effect, the Consultants agrees not to provide services for others, without express consent of the Company, whether or not for compensation, for any matter that involves a conflict of interest with the Company. Potential conflicts of interest shall be brought to the attention of the Consultants or the Company, as appropriate, and resolved to the mutual satisfaction of the Consultants and the Company.

V. Confidentiality

Consultants acknowledge that in the course of performing assignments for the Company, Consultants will be exposed to confidential and trade secret information of the Company. Any confidential information acquired by the Consultants shall not be disclosed by Consultants to others or used for Consultant's own benefit without the prior written consent of the Company. The

obligations of Consultants under this paragraph shall survive termination of the Agreement provided, that Consultant's obligation to keep information which (a) was known to Consultants, as evidenced by his written records, prior to the receipt of the disclosures; or (b) hereinafter becomes generally known to the public through no fault of the Consultants.

This Agreement shall be effective on and after April 1, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Robin & Associates
81125 Hwy 1129
Covington, Louisiana 70435

BY Dan A. Robin
DAN A. ROBIN, SR.
CHIEF CONSULTANT

THE PARISH OF ST. BERNARD

BY Guy McInnis
GUY MCINNIS
PARISH PRESIDENT

DATED 3-22-19

DATED 3-18-19