



St. Bernard Parish Council

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

#15

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, NOVEMBER 19, 2024 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #2619-11-24

Summary No. 4226

Introduced by: Administration on 11/6/24
Public Hearing held on 11/19/24

AN ORDINANCE TO AUTHORIZE THE RETENTION OF THE LAW FIRM LEAKE & ANDERSSON L.L.P. FIRM, LLC TO PROVIDE LEGAL REPRESENTATION AND LEGAL SERVICES TO ST. BERNARD PARISH GOVERNMENT FOR LITIGATION AS IT PERTAINS TO THE MATTER CAPTIONED "ST. BERNARD PARISH GOVERNMENT v. BOARD OF COMMISSIONERS FOR THE PORT OF NEW ORLEANS" CIVIL NO. 23-1006, 34TH JUDICIAL DISTRICT COURT FOR THE STATE OF LOUISIANA AND ANY RELATED MATTERS AND TO ADDITIONALLY REFER THIS MATTER TO THE ST. BERNARD DISTRICT ATTORNEY'S OFFICE.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council, the Governing Authority, does hereby approve and authorize the employment of the Law Firm of Leake & Andersson, L.L.P. to provide legal representation and legal services to St. Bernard Parish Government for litigation as it pertains to the matter captioned "St. Bernard Parish Government v. Board of Commissioners for the Port of New Orleans" Civil No. 23-1006, 34TH Judicial District Court for the State of Louisiana, all pursuant to the engagement letter attached as "Exhibit A" and to further refer this matter to the St. Bernard Parish District Attorney's office.

SECTION 2. Compensation. The compensation shall be pursuant to the engagement letter attached as "Exhibit A".

SECTION 3. 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. Said contract is attached hereto as "Exhibit A".



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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 this Ordinance with the invalid portions omitted.

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

YEAS: Cusimano, Moran, Meyer, Randall, Mones

NAYS: None

ABSENT: McCloskey

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

And the motion was declared **adopted** on the 19th day of November, 2024.


ROXANNE ADAMS
CLERK OF COUNCIL


FRED EVERHARDT JR.
COUNCIL CHAIR

Delivered to the Parish President

11/20/24 2:25pm
Date and Time

Received by

Margen Kelley

Approved ✓

Vetoed _____



St. Bernard Parish Council

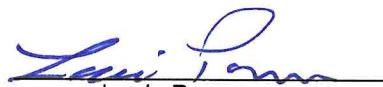
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*Councilmember
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Gillis McCloskey
*Councilmember
at Large*

Parish President


Louis Pomes

Patrice Cusimano
*Councilmember
District A*

Returned to Clerk of the Council

11/22/24 8:35am
Date and Time

Joshua "Josh" Moran
*Councilmember
District B*

Received by


Tonya Salouy

Ryan Randall
*Councilmember
District D*

Amanda Mones
*Councilmember
District E*

Roxanne Adams
Clerk of Council



ROBERT L. BONNAFFONS
ATTORNEY AT LAW

rbonnaffons@leakeandersson.com
Reply to New Orleans Office

October 14, 2024

Via Email Only: jstephens@sbpg.net

Justin Stephens, Esq.
Counsel, St. Bernard Parish Government
34th Judicial District Court
St. Bernard Parish
1101 W. St. Bernard Hwy.
Chalmette, LA 70043

Re: *St. Bernard Parish Government v.
Board of Commissioners for the Port of New Orleans*
34th JDC for the Parish of St. Bernard
Docket No.: 23-1006; Div. "B"
L&A File No.: 5266-46009

Dear Mr. Stephens and Members of the St. Bernard Parish Council:

This engagement letter follows recent communications with Mr. Stephens who requested that Leake & Andersson, LLP ("L&A" or "Firm") represent St. Bernard Parish, St. Bernard Parish Government as described herein.

Scope of Engagement: St. Bernard Parish requested that Leake & Andersson LLP furnish, perform, provide and/or render certain assistance, consultation, services and other work in connection with representing St. Bernard Parish Government in prosecuting its claims and demands made in the lawsuit "*St. Bernard Parish Government v. Board of Commissioners for the Port of New Orleans*" and any amendment or supplementation thereof, which will collectively be referred to herein as the "Work." The nature, scope and extent of the Firm's Work and St. Bernard Parish's engagement of the Firm is subject to the following terms and conditions:

Hourly Fee Rate for the Work: St. Bernard Parish agrees to pay Leake & Andersson LLP the current standard rates as set forth by the Louisiana Attorney General's Office Service Fee Schedule. Those rates are believed to be:

Partners & Attorneys with 10 years of experience practicing law: \$350.00 per hour

Partners & Attorneys with 5 - 10 years of experience practicing law: 275.00 per hour

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Partners & Attorneys with 3 – 5 years of experience practicing law: \$225.00 per hour

Partners & Attorneys with less than 3 years of experience practicing law: \$175.00 per hour

Paralegals: \$80.00 per hour

If the Louisiana Attorney General's Office increases the above referenced hourly rates for legal representation during the course of this litigation, the rates for the representation provided by Leake & Andersson to St. Bernard Parish Government would increase accordingly. The increased rates would be effective on the same date and time that the Louisiana Attorney General Service Fee Schedule allows the hourly rate increases.

In the event that St. Bernard Parish desires or seeks to hire or retain Leake & Andersson LLP for other representation in connection with any actions, litigation, proceedings or other matters that do not involve the specific Work that is the subject of this engagement letter, the Firm and St. Bernard Parish agree that the rates and terms contained in this engagement letter would be applicable to those other assignments and/or proceedings.

Cost and Expenses: In addition to any fees, St. Bernard Parish shall be responsible for and shall pay for or reimburse the Firm for any costs and expenses necessarily incurred and/or paid by or on behalf of the Firm in connection with the representation of St. Bernard Parish. Examples of such costs and expenses shall include, but not be limited to costs and expenses for: arbitration, court charges, copying, couriers, deliveries, expert witnesses, jury charges, lodging, mediation, mileage, parking, service of process and subpoenas, transcripts, travel, witness and other disbursements.

Billing: The Firm will issue bills on a monthly basis and such bills should be paid within 30 days of receipt by St. Bernard Parish. The bills shall include statements that describe the time and charges for each attorney, paralegal and other individual working on this matter, and shall include the date, time increment charge and a brief description of any such work or service performed by each such person. The bills shall also describe the costs and expenses incurred and charged during each such billing periods. The Firm may add interest at the rate allowed by Louisiana law for any past due bills until paid in full and may recover reasonable attorney fees and costs incurred and any other disbursements or expenses paid for the collection of any past due amount.

Document Retention: Following the completion or termination of the Firm's representation of St. Bernard Parish in any particular matter, Leake Andersson LLP electronically maintains and stores certain file and related documents for a period of three (3) years, and generally destroys any hard copies of any files and documents after the lapse of one-hundred eighty (180) days. In the event that St. Bernard Parish desires to obtain any such file documents on or prior to the lapse of either period described in the preceding sentence, St. Bernard Parish shall deliver a

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written request to the Firm within the relevant period, upon receipt of which the Firm will furnish the electronic data or the hard files, as the case may be, at St. Bernard Parish's sole expense.

Results Not Guaranteed: St. Bernard Parish acknowledges that: Leake & Andersson LLP has not made any promises or representations regarding the result or outcome of this litigation; the Firm has not and cannot guaranty or promise success; and, St. Bernard Parish acknowledges the risk of adverse results.

We are extremely grateful for this assignment and look forward to working with you throughout this litigation. Please sign below and return the signed copy to me.

If you have any questions or comments, please do not hesitate to contact me.

Yours very truly,



Robert L. Bonnaffons

RLB/bac

Acceptance of the foregoing terms and conditions:

on behalf of St. Bernard Parish Government

Date