



# St. Bernard Parish Council

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

**#14**

**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 WEDNESDAY, MARCH 5, 2025 AT SEVEN O'CLOCK P.M.

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

## ORDINANCE SBPC #2636-03-25

### Summary No. 4243

Introduced by: Administration on 2/18/25  
Public Hearing held on 3/5/25

AN ORDINANCE TO AUTHORIZE THE RETENTION OF THE ANDRY LAW FIRM TO ASSERT CLAIMS ON BEHALF OF ST. BERNARD PARISH GOVERNMENT IN CONNECTION WITH THE POTENTIAL CONTAMINATION OF PROPERTY OWNED, LEASED, OR CONTROLLED BY THE PARISH BY LEAD SHEATHED COMMUNICATION CABLES AND/OR THE FAULTY INSTALLATION, MAINTENANCE, AND SERVICE OR LACK THEREOF IN RELATION TO SAID CABLES, AS WELL AS ANY FAILURE TO HONOR AGREEMENTS AND/OR OBLIGATIONS INCLUDING PAYMENT OF FRANCHISE FEES.

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 Andry Law Firm ("Law Firm") to provide legal representation and legal services to St. Bernard Parish Government for litigation as it pertains to the potential contamination of property owned, leased, or controlled by the Parish of St. Bernard by lead sheathed communication cables and/or the faulty installation, maintenance, and service or lack thereof in relation to said cables, as well as any failure to honor agreements and/or obligations including the payment of franchise fees, all as set forth in the retention agreement attached as "Exhibit A".

**SECTION 2.** Compensation. The Law Firm shall be compensated as set forth in the attached "Exhibit A".

**SECTION 3.** The Parish President is hereby authorized to enter into a contract for legal services with the Law Firm in accordance with section 4-02 (b) of the Home Rule Charter.

**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.



# St. Bernard Parish Council

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

**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*

Page -2-  
Extract #14, continued  
March 5, 2025

**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:

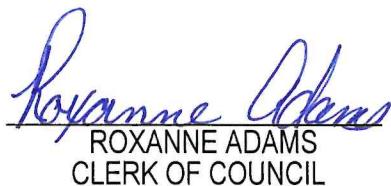
**YEAS:** Cusimano, Moran, Meyer, Randall, Mones, Everhardt

**NAYS:** None

**ABSENT:** None

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

And the motion was declared **adopted** on the 5<sup>th</sup> day of March, 2025.

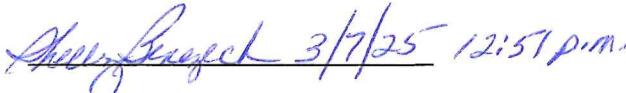
  
ROXANNE ADAMS  
CLERK OF COUNCIL

  
GILLIS MCCLOSKEY  
COUNCIL CHAIR

Delivered to the Parish President

3/7/25 12:44pm  
Date and Time

Received by

  
Shelly Pomes

Approved

Vetoed

Parish President

  
Louis Pomes

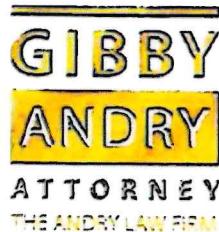
Returned to Clerk of the Council

3/10/25 8:21am  
Date and Time

Received by

  
Roxanne Adams

GILBERT V. "GIBBY" ANDRY, IV



TELEPHONE: 504-522-1000

FACSIMILE: 504-522-8000

TOLL FREE: 855-88-GIBBY

829 BARONNE STREET | NEW ORLEANS | LOUISIANA 70113 | [gandry@gibbyandrylaw.com](mailto:gandry@gibbyandrylaw.com) | [www.gibbyandrylaw.com](http://www.gibbyandrylaw.com)

January 10, 2025

St. Bernard Parish Government  
8201 West Judge Perez Drive  
Chalmette, LA 70043  
Attention: Mr. Louis Pomes

Re: **Contingency Fee Engagement Agreement**  
St. Bernard Parish Government—Lead Sheathed Communication Cables  
(LSCCs)

Dear Mr. Pomes:

We are pleased that you have requested Gibby Andry, The Andry Law Firm, LLC ("Gibby Andry") and Ginart & Associates ("Ginart"), (collectively, "Counsel"), provide counsel and legal representation for St. Bernard Parish Government (the "Parish") in connection with various disputes related to potential contamination of property owned, leased, or controlled by the Parish, or citizens of the Parish, including but not limited to groundwater and/or soil contamination via abandoned Lead Sheathed Communication Cables ("LSCCs") and or any other disputes related to the installation, maintenance, and service, or lack thereof in relation to said cables, including failure to honor agreements and/or obligations including payment of franchise fees ("Disputes"). We want the Parish to have a clear understanding of our policies regarding legal services and fees from the inception of our relationship; this Engagement Agreement sets forth the terms of our relationship.

The terms of our relationship to be as follows:

1. As compensation for legal services related to the Disputes, the Parish agrees to pay Counsel fifteen percent (15%) of Gross Recovery prior to a lawsuit being filed. If there is a Gross Recovery after a lawsuit is filed, the contingency fee will be twenty percent (20%) of the Gross Recovery. If there is a Gross Recovery after commencement of a Pre-Trial Conference, the contingency fee will be twenty-five percent (25%) of the Gross Recovery. If there is a Gross Recovery after the trial is commenced, either by being called by a judge for a judge trial or commencement of void dire for a jury trial, the contingency fee will be thirty-three (33%) of the Gross Recovery.
2. If an "in-kind" component forms part of, or all of, the Gross Recovery, achieved in the cause, the defendants, not the Parish, will pay the attorneys as set forth in paragraph 1

above, based upon the value of the “in-kind” component. Further, if an “in-kind” component forms part of, or all of, the Gross Recovery achieved in the cause, any settlement shall not be considered finalized and/or enforceable until the “in-kind” settlement conditions are met by the defendants and the Parish’s attorney fees to be paid by the defendants, not the Parish, are agreed upon by all parties.

“Gross Recovery” means, collectively, any and all of the following, whether by suit, settlement, judgement, contract or otherwise and whether arising before or after the resolution of the Disputes:

- a. Principal, interest, penalties, litigation costs and expenses, statutory attorneys’ fees (if any) and any and all other amounts recovered or to be recovered, including the value of any structured settlement, future payments, future fees, in-kind payments, or type of non-pecuniary benefits; and/or
- b. Any payment, other financial benefit of any type, or anything of value received by the Parish relating to the Disputes, including any amounts paid pursuant to any renewal of the Agreement or any replacement agreement;

All amounts paid to Counsel as compensation for legal services related to the Disputes under this Engagement Agreement shall be paid seventy percent (70%) to Gibby Andry, thirty percent (30%) to Ginart.

2. In the event of a recovery, the Parish will be responsible for the following “out-of-pocket costs”: deposition transcripts, copy fees for documents production and exhibits, expert fees, filing and recordation fees, and other expenses approved by the Parish in writing. Such costs shall only be payable from the “net” of the Gross Recovery payable to the Parish after payment of all legal fees to Counsel and prior to payment of the remaining Gross Recovery to the Parish.
3. You have the right at any time to terminate our services hereunder upon notice to us to that effect. Concomitantly, we shall have the right, consistent with our professional and ethical duties, to terminate our services hereunder upon notice to you to that effect. Termination by you or by us will not affect your obligation to pay for any legal services rendered and for any costs incurred prior to the effective date of termination. Upon termination, we will handle disposition of clients file materials in accordance with the record retention policy of the firm in effect at that time.

To avoid any errors in communication and our incurring any unauthorized expenses on your behalf, we will accept instructions concerning this engagement or any additional work in connection with other matters only from you and from other persons identified by you in writing.

It is important that the client and attorney understand the scope of representation and the method of billing and payment obligations. It is understood that retained Counsel has the authority to retain or associate additional counsel in the prosecution of this matter on behalf of St. Bernard Parish Government at no additional legal expense to the Parish. If this Engagement Agreement

correctly sets forth your understanding of the scope of the services to be rendered to the Parish by Counsel and if all of the terms set forth in this Engagement Agreement are satisfactory, please sign and date a copy of this Engagement Agreement where indicated below and return it to me as soon as possible. If you have any questions or concerns, please do not hesitate to call.

It is our pleasure to represent you in this matter and we look forward to working with you.

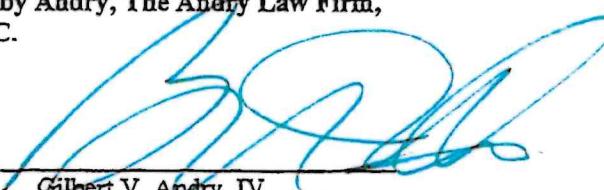
Yours,

Gibby Andry

Acknowledged and Agreed as of the 18  
day of ~~January~~ 2025 by:  
March

Gibby Andry, The Andry Law Firm,  
LLC.

By:

  
Gilbert V. Andry, IV

Acknowledged and Agreed as of the  
19 day of January 2025 by:

March

St. Bernard Parish Government

By:

  
Louis Pommes, Parish President

Acknowledged and Agreed as of the 19  
day of January 2025 by:

March

Ginart & Associates, LLC.

By:

  
Michael C. Ginart