



St. Bernard Parish Council

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

#17

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, JULY 15, 2025 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #2666-07-25

Summary No. 4278

Introduced by: Administration on 7/1/25
Public Hearing held on 7/15/25

AN ORDINANCE TO AUTHORIZE THE RETENTION OF THE LAW FIRM MCGLINCHEY STAFFORD PLLC TO PROVIDE LEGAL REPRESENTATION AND LEGAL SERVICES TO ST. BERNARD PARISH GOVERNMENT ASSOCIATED WITH THE LAWSUIT BEARING THE CAPTION "MARK TOWNER V. A PLACE FOR ROVER, INC., ET AL.", CIVIL NO. 25-CV-00553, U.S.D.C. W.D. WASHINGTON.

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 McGlinchey Stafford PLLC to provide legal representation and legal services to St. Bernard Parish Government and its employees associated with the matter captioned "Mark Towner v. A Place for Rover, Inc., et al.", Civil No. 25-cv-00553, U.S.D.C. W.D. Washington, all pursuant to the engagement letter attached as "Exhibit A".

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".

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.



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Extract #17, continued
July 15, 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:

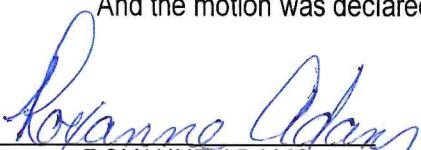
YEAS: Cusimano, Moran, Meyer, Randall, Mones, Everhardt

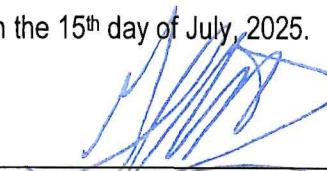
NAYS: None

ABSENT: None

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

And the motion was declared **adopted** on the 15th day of July, 2025.


ROXANNE ADAMS
CLERK OF COUNCIL


GILLIS MCCLOSKEY
COUNCIL CHAIR

Delivered to the Parish President

7/17/25 3:00pm
Date and Time

Received by

Kathy Jind 7/17/25 3:00pm

Approved ✓

Vetoed _____



St. Bernard Parish Council

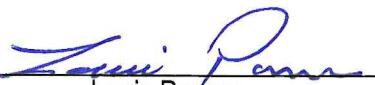
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Extract #17, continued
July 15, 2025

Gillis McCloskey
*Councilmember
at Large*

Parish President


Louis Pomes

Patrice Cusimano
*Councilmember
District A*

Returned to Clerk of the Council

7/21/25 10:25 am
Date and Time

Joshua "Josh" Moran
*Councilmember
District B*

Received by


Amanda Mones

Ryan Randall
*Councilmember
District D*

Amanda Mones
*Councilmember
District E*

Roxanne Adams
Clerk of Council



George M. Imbraguglio, Jr.
Attorney at Law

T 504.596.2734 F 504.910.9614
gimbraguglio@mcglinchey.com

McGlinchey Stafford PLLC
12th Floor, 601 Poydras Street
New Orleans, LA 70130

June 23, 2025

PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

President Louis Pomes
St. Bernard Parish Government
8201 W. Judge Perez Drive
Chalmette, Louisiana 70043

Justin Stephens, Esq.
St. Bernard Parish Government
8201 W. Judge Perez Drive
Chalmette, Louisiana 70043

RE: *Mark E. Towner, 21 Lakewood Pl., New Orleans LA 70131 v. A place for Rover, Inc., Easterly, Turner, Wickers, Blackstone Inc., Christopher Randall Cook, Janis Cook, St. Bernard Parish, US OPM, US OMHA, US HHS*
United States District Court for the Western District of Washington
Civil Action No.: 2:25-cv-00553-JNW

Dear President Pomes and Mr. Stephens:

Our firm is pleased to handle this case for you and we appreciate the opportunity to act as your legal counsel in this specific matter. This engagement letter confirms our mutual understanding of the terms of our engagement.

1. Client and Scope of Representation. Our client in this matter is St. Bernard Parish Government (SBPG), St. Bernard Parish Animal Control, and Amanda Forde in her capacity as an employee of SBPG ("you" or the "client").

At the present time, you have not engaged us to represent any elected officials of St. Bernard Parish Government in their personal capacities.

You have engaged our firm to furnish, provide, render, and perform certain services, consultations, assistance and other work in connection with representing St. Bernard Parish Government in that matter captioned "*Mark E. Towner, 21 Lakewood Pl., New Orleans LA 70131 v. A place for Rover, Inc., Easterly, Turner, Wickers, Blackstone Inc., Christopher Randall Cook, Janis Cook, St. Bernard Parish, US OPM, US OMHA, US HHS*", Civil Action No.: 2:25-cv-00553-JNW, which is pending in the United States District Court for the Western District of Washington. While we would be interested in assisting you in other matters should the need arise, unless we are specifically engaged in writing for a future matter, this letter confirms that our representation is limited solely to the matter described above and will end when it is concluded.

The nature, scope, and extent of our firm's work are subject to the following terms and conditions:

mcglinchey.com

Albany Baton Rouge Birmingham Boston Cleveland Dallas Fort Lauderdale Houston Irvine
Jackson Jacksonville Nashville New Orleans New York City Providence Seattle Tampa Washington, DC

June 23, 2025

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We will endeavor to keep you informed of the progress of this matter and respond to your inquiries. On your part, you acknowledge the need to provide us with truthful and accurate information, and the need to cooperate and to keep us informed of any developments. You consent to communication with us by email and over cell phones. You acknowledge that there is a risk that unencrypted communications may be intercepted by third parties, although our emails are encrypted. If you would like for us to communicate with you only via U.S. Mail, fax, and "hard-line" phones, please let us know in writing. Absent a written instruction from you, we may send you encrypted information on email and will send bills to you via email, sent to: jstephens@sbpg.net.

2. Fees and Hourly Rates. As we have discussed, our billing practice is to charge for our legal services based primarily on the amount of time, including travel time, devoted to a matter at hourly rates and in increments of tenths of an hour. Additionally, it may be necessary to add or change attorneys working on your behalf during the course of this litigation.

We normally charge for all activities undertaken in providing legal services to you under this engagement letter including, but not limited to, the following: conferences, including preparation and participation; preparation and review of correspondence and other documents; legal research; court and other appearances, including preparation and participation; emails; and telephone calls, including calls with you, other attorneys or persons involved with this matter, and governmental agencies. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for travel time, both local and out of town.

Our time charges are based on tenth-hour increments, and we agree to the maximum hourly fee schedule promulgated by the Louisiana Attorney General for professional legal services on February 17, 2024, as follows:

\$350.00	Per hour for attorneys having experience of ten years or more in the practice of law
\$275.00	Per hour for attorneys having experience of five to ten years in the practice of law
\$225.00	Per hour for attorneys having experience of three to five years in the practice of law
\$175.00	Per hour for attorneys having experience of less than three years in the practice of law
\$80.00	Per hour for paralegal services
\$115.00	Per hour for law clerk services ¹

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 McGlinchey Stafford will increase accordingly on the same date upon which the AG's rate increase becomes effective.

¹ Although the Louisiana AG's maximum hourly fee schedule does not specify a rate for law clerk services, McGlinchey utilizes law clerks to perform certain legal work so as to reduce client costs for work otherwise performed by attorneys at higher rates.

June 23, 2025

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3. **Consent to Future Conflicts.** You are aware that our firm is a relatively large firm and represents many other companies and individuals. Some may have business or legal interests that are contrary to yours. It is, possible, therefore, that during the time that we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in which such a client's interests are, or potentially may become, adverse to your interests but which is unrelated to the matter we are currently handling for you. This can create situations where work for one client on a matter might preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice and in light of professional conduct conflicts of interest rules that govern attorneys, we request your consent and acknowledgement that our representation of you in this matter will not disqualify the firm from opposing you on other matters unrelated to the matter we are handling for you pursuant to this engagement letter. More specifically, we ask that you consent to our representation of other clients in unrelated matters that may be adverse to you as long as both of the following are true: (a) the representation does not involve any work that the firm has done for you; and (b) the representation would not place the firm in a position to use your confidences or secrets adversely to you.

Although we do not believe the likelihood of harm to you is material in light of the limitations outlined above, these are issues that you should review for yourself. Additionally, you have the right to consult independent counsel about the effects of this waiver and, by signing this letter, you acknowledge that you have had the opportunity to do so.

4. **American Bar Association Statement of Policy.** You acknowledge that it is our firm's policy to comply strictly with the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

5. **Additional Terms.** Attached is Schedule I, which sets forth additional terms of our engagement with you. The Schedule is an integral part of this engagement letter, and all of its terms apply to our engagement.

Thank you for asking us to handle this matter. Please confirm that this letter's provisions accurately describe our mutual understanding by signing the enclosed copy of this letter and returning the signed copy to me.

Please note that if we begin work on this matter before you sign the acknowledgment page, or even if we never receive the signed acknowledgment page, our work on this file and your payment of the advance deposit or the first bill constitutes your agreement to all of the terms and conditions of this letter including, but not limited to, any applicable conflict waiver.

We look forward to working with you and thank you once again for the opportunity to be of service.

June 23, 2025

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Page 4

Sincerely,

McGlinchey Stafford PLLC

George M. Imbraguglio, Jr.

GI

5449416.12

June 23, 2025

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ACKNOWLEDGMENT AND CONFLICTS WAIVER

I represent and warrant to McGlinchey that (a) I am the authorized representative of the Client, St. Bernard Parish Government; (b) I am authorized to sign this Acknowledgement; (c) St. Bernard Parish Government acknowledges and agrees to all the terms and conditions of this engagement letter including the payment of McGlinchey's legal bills as described; (d) St. Bernard Parish Government acknowledges and agrees to the representations and warranties made concerning the waiver of conflicts of interest; and (e) St. Bernard Parish Government acknowledges and agrees that it consents to McGlinchey's representation notwithstanding the conflicts of interest described in the engagement letter.

Date: 7/21/25

By:

Louie Pomes

[Please sign]

Louie Pomes

[Please print name]

LPOMES@SBPG.NET
(504)274-4228

My email address for communications with you is:

The best telephone number to reach me is:

The mailing address to send written communications to me is:

8201 W. Judge Perez Dr.

[Street Address]

Chalmette, LA

[City and State]

70043

[Zip code]

SCHEDULE I

(Additional terms and conditions of client engagements)
To Engagement Letter with St. Bernard Parish Government

As used in this Schedule I, "you" refers to St. Bernard Parish Government, St. Bernard Parish Animal Control, and Amanda Forde and "firm" refers to McGlinchey.

1. Additional Services and Outside Expenditures. We may provide additional services in-house in connection with our legal representation of you which will be billed to you. These in-house additional services typically include eDiscovery services, photocopying, computerized research, facsimile services, long distance telephone, postage, mileage, parking and staff overtime, if required (individual hourly rates).

Our legal representation may also involve, with your prior consent, additional services provided by third party vendors. You will be required either to pay for these outside additional services directly, or to reimburse us, with no mark-up, if we make payment for these services on your behalf. When there are substantial expenditures involving outside vendors (such as for depositions, expert witnesses, exhibit preparation, or air fare) or substantial out-of-pocket expenditures (such as extended field expenses, large outside copying jobs, or jury fees), we will require either that you pay those sums to us before we expend them, that you provide an advance deposit for such expenditures, or that you directly contract with and pay the outside vendor.

2. Monthly Statements and Payment Terms. **Payments of monthly statements for services:** Our practice is to send a monthly statement of our charges for legal services and in-house additional services rendered and for reimbursement of payments made on our client's behalf for outside additional services. Each monthly statement is fully due and payable upon receipt, but in no event not later than thirty (30) days after its issuance date. Payment of our monthly statements is to be made by wire transfer, ACH or check (see **Exhibit 1**). Remittance information is also set forth on the monthly statements.

Late payments: We reserve the right to charge, at the rate of one-and-a-half percent (1.5%) per month, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment. We will notify you in writing if we will impose such a charge because of the failure to pay our bills in a timely manner. Although we expect that our bills will be paid timely and although we reserve the right, after notice to you, to add an interest charge if they are not, we ask all clients to acknowledge that we have no obligation to work on their matters further if our bills are not paid in a timely fashion.

All other payments: All funds sent by you or on your behalf to the firm, that are not a payment of a monthly statement, must be sent to the firm's trust account (See **Exhibit 1**). This includes, but is not limited to, settlement funds, all funds paid in advance, and any deposits as set forth in the engagement letter to which Schedule I is attached. It is your responsibility to send payments intended to be held in our trust account in accordance with these instructions.

We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any question about or object to a monthly statement, our services, or our charges, then you should raise it promptly for discussion. If you object to

only a portion of the charges on a statement, then you agree to pay the remainder, which will not constitute a waiver of your objection.

3. **No advance deposit for payments of costs and fees** is required at this time. However, we reserve the right to require an advance deposit for payment of our charges for services and expenditures in the future due to circumstances such as substantial expenditures, imminence of trial or other hearing, or delayed payment of any prior statement.

4. **Insurance Coverage.** Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter) we have no responsibility or obligation to: (a) identify any potentially applicable insurance coverage; (b) provide notice to any insurance carrier; or (c) advise you on issues relating to insurance coverage at any point during our representation.

5. **Termination of Representation and Withdrawal from Representation.** You have the right to terminate our representation at any time by notifying us in writing of your intention to do so. Under the rules of professional conduct by which we are governed, and subject to any required tribunal approval, we may withdraw from our representation of you in the event of, for example: non-payment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by you contrary to our advice; conflict of interest with another client; where withdrawal can be accomplished without material adverse effect on the client's interest; or other good cause for withdrawal exists. If such a situation occurs, which we do not expect, we will promptly give you written notice of our intention to withdraw. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us.

6. **No Duties Upon Termination of Active Representation.** Upon termination of our active involvement in a particular matter for which the firm has previously been engaged, we will have no further duty to inform you of further developments or changes in law that may be relevant to the matter in which our representation has terminated. Further, unless you and McGlinchey Stafford agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged.

7. **Retention and Disposition of Documents.** It is our firm's policy to provide copies to you of all emails and correspondence with third parties as we proceed. It is also our firm's policy to close the file upon completion of our work in your matter. While we do retain the file, or a portion of it, for a period of time, we do not undertake any responsibility to you to maintain any portion of the file. If, at the time of file closing (or at any time afterwards, assuming we still have retained the file and some or all of its contents), you would like copies of materials in our file, please let us know in writing. Please be aware, however, that after the file is closed, the file may be destroyed without any additional notice to you according to the firm's then-existing file retention policy.

8. **Parent/Subsidiary/Affiliate Relationships.** You may be a subsidiary of a parent organization or may have subsidiary or affiliated organizations. You agree that the firm's representation of you in this matter does not give rise to an attorney-client relationship between the firm and any parent, subsidiary, or affiliate (affiliate entity). During the firm's representation of you, please do not provide the firm any confidential information regarding any

of your affiliate entities. Accordingly, the firm's representation of you in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to any of your affiliate entities.

9. Disclaimer of Guarantee. Nothing in this engagement letter should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of your matter are expressions of opinion only. If we should provide you with an estimate of the fees and costs which may be incurred in connection with our representation of you, it is important that you understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

10. Future Matters. Unless otherwise agreed in writing between us, all other matters referred in writing to us for representation shall be governed by the term of this engagement letter.

11. Use of Cloud and Other Third Party Services for the Storage and Processing of Data. We utilize third party service providers (including those that offer "cloud" services) in order to facilitate the provision of legal services to you. We evaluate all third party service providers to confirm their adherence to (i) industry standard frameworks for information security to protect the confidentiality, integrity, and availability of data and (ii) applicable data protection laws. All third party service providers operate under service agreements that require conduct that is consistent with our legal and ethical obligations.

If you require us to use a specific cloud provider for the storage, sharing, or exchange of documents or information generated or used in the course of a specific engagement, we assume no responsibility for the security of the data or the provider's security standards. Note that we provide our own secure, encrypted file transfer system as well as a secure Extranet, to facilitate the storage and sharing of information between you and us.

12. Privacy Notice. In the course of providing clients with advice on financial and related matters, we may receive significant personal financial information from our clients. In addition, of course, we will assemble and maintain information relating to the legal services provided. The information that we assemble and maintain may be obtained from the client, generated as a result of the services provided, or received from third parties. As a client of McGlinchey Stafford, you should know that all information that we receive from you is held in confidence, and is not released outside the firm, except as agreed to by you, or as allowed or required under applicable law and the rules of professional conduct governing the provision of legal services.

13. Entire Agreement, Modification by Later Agreement, and Severability. This engagement letter contains all the terms of the agreement between us applicable to our representation of you, and may not be modified except by a written agreement signed by both of us. In the event that any term, covenant or condition contained in this engagement letter is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall not affect the validity of the remainder of this engagement letter which shall remain valid and enforceable to the fullest extent allowed by law.

[End of Schedule I]

June 23, 2025

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Exhibit 1
McGlinchey Stafford PLLC Payment Instructions:
New Orleans

Invoice Payment:

Checks or mail to lockbox:

McGlinchey Stafford
Dept. 5200
P.O. Box 2153
Birmingham, AL 35287-5200

Trust/Advanced Payment:

Mail to:

McGlinchey Stafford
601 Poydras Street, Suite 1200
New Orleans, LA 70130

ACH Instructions:

McGlinchey Stafford Operating Account
Account #: 4105026156
ABA #: 065403626

Wires:

McGlinchey Stafford
JP Morgan Chase
201 St. Charles Avenue
New Orleans, LA
ABA #: 021000021
ACCOUNT #: 0110708075

Wire Instructions:

Regions Bank
FAB in Birmingham – Southern Louisiana Office
McGlinchey Stafford Operating Account
ACCOUNT #: 4105026156
ABA #: 062005690

400 Poydras Street, Suite 2200
New Orleans, LA 70130
Ph. 504-585-4592

ACH:

JP Morgan Chase
201 St. Charles Avenue
New Orleans, LA
ABA #: 065400137
ACCOUNT #: 0110708075
McGlinchey Stafford