



St. Bernard Parish Council

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

#18

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, SEPTEMBER 16, 2025 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #2680-09-25

Summary No. 4293

Introduced by: Administration on 9/2/25

Public Hearing held on 9/16/25

AN ORDINANCE TO AUTHORIZE THE RETENTION OF THE LAW FIRM BREAZEALE, SACHSE & WILSON, L.L.P. TO PROVIDE LEGAL REPRESENTATION AND LEGAL SERVICES TO ST. BERNARD PARISH GOVERNMENT ASSOCIATED WITH ITS CLAIM AGAINST PUBLIC WORKS ACT PERFORMANCE BOND #GS56900208 ISSUED BY GRAY SURETY IN CONNECTION WITH THE PROJECT REFERENCED AS BUCCANEER VILLA NORTH SUBDIVISION PHASE I – RETENTION POND, PROJECT NO. H.014399.

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 Breazeale, Sachse & Wilson, L.L.P. to provide legal representation and legal services to St. Bernard Parish Government associated with its claim against Public Works Act Performance Bond #GS56900208 issued by Gray Surety in connection with the project referenced as Buccaneer Villa North Subdivision Phase I – Retention Pond, Project No. H.014399, 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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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 16th day of September, 2025.


ROXANNE BURAS
CLERK OF COUNCIL


GILLIS MCCLOSKEY
COUNCIL CHAIR

Delivered to the Parish President

9/18/25 2:00 pm
Date and Time

Received by

Magen Kelley

Approved



Vetoed

Parish President


Louis Pomes



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Returned to Clerk of the Council

9/24/25 9:00am
Date and Time

Received by

Louise Holloway



BREAZEALE, SACHSE & WILSON, L.L.P. | ATTORNEYS AT LAW

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909 Poydras Street
New Orleans, Louisiana 70112-4004
www.bswlp.com

August 28, 2025

Via Email Only

Mr. Louis Pomes
St. Bernard Parish Government
8201 West Judge Perez
Chalmette, Louisiana 70043

RE: *Engagement Agreement with Breazeale, Sachse & Wilson, L.L.P., to provide a claim against Public Works Act Performance Bond # GS56900208 issued by Gray Surety in connection with a SBPG project referenced as "Buccaneer Villa North Subdivision Phase I – Retention Pond, Project No. H.014399*

Dear Louis:

Thank you for choosing Breazeale, Sachse & Wilson, L.L.P. ("BS&W", "our" or "we") to represent St. Bernard Parish Government (sometimes "St. Bernard", "you" or "Client") in the above referenced matter. We appreciate your consideration in retaining our firm to render legal services to you in connection with the referenced matter.

Attached is a copy of our Standard Incorporated Terms (sometimes hereafter "Terms") that will apply to our representation of your interests in this matter.

Although my partner who specializes in matters such as the referenced matter and I will be principally responsible for this engagement, it is anticipated that other lawyers and professionals may be involved. Except as specified herein, our fees will be based on the time devoted to the representation, and the billing rates charged by each timekeeper. Through this engagement we agree to provide billing rates as set forth in the latest Louisiana Attorney General's Fee Rate schedule. Our representation of you also will involve costs, which are reviewed and addressed in the Standard Incorporated Terms (sometimes, the "Terms").

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This Letter and the Terms set out the scope of our representation and identifies you as our sole client. We do not represent any other persons or entities, including your parent, subsidiaries and affiliates, unless named in this Letter. Our advice and work is provided solely for your benefit and relates only to the matters set out in this Letter. The Standard Incorporated Terms apply as soon as we start acting on your instructions, regardless of whether you have signed this Letter.

Please indicate your agreement to this Letter and the Standard Incorporated Terms by executing a copy of this Letter in the spaces provided below and on the last page of the Terms, and returning it to me. A facsimile or scanned copy delivered via email is as acceptable as an original. We appreciate prompt receipt of an executed copy, but will commence work based on the understandings contained in this Letter prior to our receipt of your signature.

Of course, please contact me if you have any questions about anything in this Letter or the Standard Incorporated Terms, or with respect to any aspect of our representation of you.

Again, we are very pleased to have this opportunity to be of service and to work with you.

Sincerely,

BREAZEALE, SACHSE & WILSON, L.L.P.

Peter J. Butler Jr.
PETER J. BUTLER, JR.

Enclosure

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AGREEMENT AND ACCEPTANCE:

The undersigned hereby acknowledges and agrees that he/she has reviewed and understands the terms and conditions of this Letter and the Standard Incorporated Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, any disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth herein.

By: _____
*Louis Pomes, President
Authorized Representative
on behalf of St. Bernard Parish Government*

DATE: _____



STANDARD INCORPORATED TERMS

1. The Engagement Letter and the Standard Incorporated Terms. The following Standard Incorporated Terms ("SITs") apply to the relationship between Breazeale, Sachse & Wilson, L.L.P. (the "Firm") or "us/we/our") and each of the Firm's clients, except as modified by the engagement letter or other written agreement between a particular client and the Firm (the "Letter"). The SITs and the particular engagement letter together constitute the terms pursuant to which the Firm is engaged to serve the client as legal counsel. In the event of any conflict or inconsistency between the engagement letter and the following SITs, the terms of the engagement Letter shall control.

2. Fees. Our fees for services are based on hourly billing rates in effect from time to time. Rates for attorneys and other professionals are based upon their experience and specialized knowledge. The rates are as set forth in the applicable Louisiana Attorney General Fee schedule.

3. Fee Statements. In preparing our statements for professional services, we will use the hourly rates in effect at the time the services are rendered. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with the client or its personnel, other counsel or advisors, witnesses, consultants, court personnel, opposing counsel and parties, and others; conferences among our legal and support staff personnel; review of files and other factual investigation, including discovery in litigation; legal research; responding to clients' request for us to provide information to their auditors; drafting and review of letters, pleadings, briefs, memoranda, contracts, official filings, and other documents; travel time; time in court and other hearings and proceedings; and time spent in negotiations or on appeal.

4. Expenses and Disbursements. Clients are responsible for cash disbursements and other charges related to our professional services. These include, without limitation, expenses for travel, photocopying, facsimiles, computerized research, messenger or overnight delivery and international and third-party conference telephone calls. In addition, clients are responsible for payment of filing fees, title charges and fees of expert witnesses, court reporters, and special or co-counsel or other professionals who we engage on the client's behalf and with the client's approval. The Firm may, in its discretion, advance nominal fees and expenses, but invoices for significant third-party charges will be sent directly to the client for payment.

5. Retainer and Trust Deposits. Unless otherwise agreed, any retainer will, at the Firm's discretion, be credited toward any unpaid invoices which are 60 days past due or which are remaining at the end of this representation. Any retainer balance remaining thereafter will be returned to you. If an initial retainer proves insufficient at any point during the representation, we reserve the right to require you to increase the retainer. All trust deposits we receive, including retainers, are placed in a trust account which, pursuant to ethical rules, will be placed in an IOLTA Account, which is a pooled interest bearing client trust account where the interest earned is paid to the Louisiana Bar Foundation, Inc.

6. Billing and Payment. It is our normal practice to render statements on a monthly basis. Payment is due within 30 days after any statement date. At our option, a late payment fee at the rate of one percent (1%) per month may be charged on statements not paid when due. If our statements are not paid in a timely fashion or if an arrearage is not resolved after notice to the client of the delinquency, you agree that we may terminate our representation.

7. Advance Clearance of Conflicts of Interest. The Firm represents a wide variety of companies and individuals, some of whom may be, for instance, your borrowers, investors, shareholders, creditors, or other parties with conflicting interests in litigation, arbitration, bankruptcy, insolvency or other matters. These kinds of representations could present conflicts of interest under applicable rules. As a condition of our representation of you, you agree that, without further notice, we may represent other clients in matters, even if they are directly adverse to you, as long as those matters are not substantially related to our representation of you. Of course, we will not use any confidential information received from you in any way inconsistent with our professional

responsibilities. It is recommended that you consult with another attorney about the scope and impact of this advance waiver before agreeing to these terms.

8. Estimates of Fees and Expenses. Although from time to time, at a client's request, we may furnish estimates of fees and expenses that we expect will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. As a result, the actual fees and expenses most likely will be more or less than our estimate. No fee estimate shall be deemed or construed to establish a fixed, maximum or minimum fee, and the Firm will not otherwise be bound by any estimates, unless otherwise expressly provided by written agreement with a particular client.

9. Outcome and Contingency. We cannot guarantee the outcome of any given matter or predict with certainty the consequences of any given action or inaction. Opinions expressed by us concerning any such outcome or consequences are necessarily limited to the facts known to us at the time such opinions are expressed. Unless otherwise specifically provided in the engagement letter, payment for our services is not contingent upon the outcome of any matter.

10. Insurance Coverage. If a client has or may have insurance coverage for a matter in which our assistance has been requested, the client is responsible for timely notifying the insurer. The Firm will assist in this regard upon request, but we do not undertake any responsibility to advise the client as to the existence, applicability or availability of insurance coverage unless we have been provided copies of the relevant policies of insurance and expressly requested in writing to advise the client with respect to same.

11. Renewals. The Firm does not undertake to maintain the effectiveness of any patents, trademarks, UCC financing statements, judgments, liens or other filings unless specifically agreed in writing, and then only during the duration of our representation of the client.

12. Termination of Representation.

(a) A client has the right to terminate our representation at any time for any reason by written notice to us. Upon written notice to a client, we have the right to terminate our representation of the client for any reason if such termination would not have a material adverse effect on the client's interests or if, among other things, the client

Mr. Louis Pomes

August 27, 2025

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fails to honor the terms of our engagement, including the obligation to make timely payments, or if any facts or circumstances would, in our view, render our continuing representation unlawful, unethical or ineffective. Absent express notice of termination, our representation of a client will terminate (i) upon completion of our work on the particular matter or matters for which we have been engaged, or (ii) after a period of six consecutive months in which no work has been performed by our attorneys on the client's behalf if no further work is then mutually contemplated.

(b) If a client or we terminate our representation for any reason, the client shall take all steps necessary to free us of any obligation to perform further services for the client, including the execution of any documents necessary to substitute counsel if required and to consent to our withdrawal as counsel in any proceeding.

(c) The termination of our attorney-client relationship will not affect a client's responsibility for any fees or other charges incurred through the date of termination. The client agrees that any refunds of advanced costs or expenses received by the Firm after termination will first be applied and any unpaid fees or other charges and the remainder, if any, returned to the client.

(d) Upon termination of our active involvement in a particular matter, we will have no duty to inform a client of new developments or changes in law which may be relevant to such matter. Further, unless the client and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise with respect to such matter. If the matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post-judgment services (such as recording abstracts, filing judgment liens, and calendaring renewal of judgments) as are expressly agreed to by the Firm and for which the client will be obligated to pay.

(e) Upon termination of the attorney-client relationship between the Firm and a client, all of the Firm's duties to such client, excluding those duties owed to former clients generally under applicable rules of professional conduct, shall terminate. In the event our attorney-client relationship with a client terminates and the client subsequently requests, and the Firm agrees to provide, further representation, the revival of the attorney-client relationship will be subject to these SITs as amended as of the time of such

revival and as modified by any prior or contemporaneous written agreement between the client and the Firm.

13. Document Retention.

The Firm currently maintains its files in both electronic and paper form, with a goal of converting to a paperless work environment in the future. The Firm, therefore, reserves the right to maintain its files in electronic and/or paper form unless a specific form is requested by the client.

(a) The Firm will store all client files, at the Firm's expense, for a period of up to five (5) years following termination of your representation, and may thereafter destroy same without further notice to you. In addition, the Firm will store all relevant files relating to your property that the Firm has held in trust for a period of five (5) years, and may thereafter destroy same without further notice to you. You may request in writing that the Firm make available to you or your designee, any files in our possession. Within 21 days of receipt of such request, we will make a copy of your file available for pick-up at the Firm's office.

(b) Upon conclusion of our representation of a client, the client may request delivery of any and all client files. In addition to the documents referenced in the preceding paragraph (a), "client files" include correspondence between the Firm and the client or third parties, pleadings, motions, briefs, discovery, legal research and memoranda, transcripts, affidavits, expert reports, legal instruments, corporate records, documents filed with governmental agencies, and other documents received from the client or third parties in connection with the representation or prepared for the client's use or on its behalf during the representation. Client files do not include attorney work product or other internal work product or Firm documentation, including Firm invoices, billing and timekeeping records; internal memoranda, e-mails and other communications between or among Firm attorneys and/or other Firm personnel; attorneys' notes; conflicts searches and other client intake-related documents; client relationship documentation; administrative records and other documents intended for internal use; and documents that we are prohibited, by court order or agreement with a third party, from providing to the client.

(c) In the absence of a request, as provided in the preceding paragraph (b), the Firm shall be authorized to destroy the client files in accordance with our retention policy for client files then in effect, without further notice.

14. Confidentiality and Electronic Communications: We owe a duty of confidentiality to all of our clients. By accepting the terms of engagement set forth in the engagement Letter and these SITs, each client acknowledges that we will not be required to disclose to any client, or to use on such client's behalf, any information in our possession with respect to which we owe a duty of confidentiality to another current or former client. We intend to use state of the art communications methods in the normal course (which may include wired or wireless e-mail, cellular telephones, voice-over Internet and electronic data/document and meeting websites) to communicate with and send or make available documents to clients and others. Absent special arrangements or circumstances, we employ encryption technologies in our electronic email communications to those receiving systems that support it. For those systems that do not support encrypted email transmissions, the email is sent unencrypted. Although there is some security risk with the current technology, we believe the benefits from using this technology outweigh the risk of accidental disclosure. Acceptance of the terms of engagement by a client signifies consent to our use of these communication methods.

14a. Electronic Data Communication and Storage. In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

14b. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. You

consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

15. Communications. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. You may jeopardize these protections by disclosing communications to others. You agree we are under no duty to disclose to you any information that is confidential to another client or any other person.

16. Consent to Firm's Consultation with Counsel. From time to time the Firm may consult regarding its representation of a client with the Firm's General Counsel or outside counsel retained by the Firm. To the extent that, on such occasions, the Firm is addressing its own rights or responsibilities with respect to the client, such consultations might be deemed to create a conflict of interest between the Firm and its client. It is a condition of the Firm's agreement to represent the client that, in such circumstances, (a) the client consents to such consultation and waives any conflict of interest that may result from it, and (b) the client acknowledges that any and all such communications shall be protected from disclosure to the client by the Firm's own attorney-client privilege.

17. Disputes and Arbitration.

a. *Arbitrable Disputes.* Any dispute, controversy or claim that may arise between Firm and client shall be resolved by arbitration. Furthermore, any award rendered by any arbitrator(s) may be entered in any court having jurisdiction thereof, including but not limited to, the 19th Judicial District Court for the Parish of East Baton Rouge. Among other disputes, the parties hereby agree to arbitrate the following:

i. *Disputes Regarding Fees, Costs and Other Compensation Due to Firm.* All disputes relating to costs, fees, compensation or remuneration to Firm, including but not limited to, disputes arising under the law of contract, unjust enrichment, restitution and/or quantum meruit shall be resolved by arbitration administered by the Louisiana State Bar Association ("LSBA") Program of Arbitration for Legal Fee Disputes.

ii. *All Other Disputes.* All other disputes, including but not limited to, those arising under the law of tort, contract, restitution and/or legal malpractice shall be resolved by arbitration administered by the American Arbitration

Association ("AAA") in Baton Rouge, Louisiana under the Commercial Arbitration Rules, Expedited Procedures effective at the time of the dispute.

b. *Miscellaneous Arbitration Provisions.*

- i. *Responsibility for Costs and Fees of Arbitration.* The nonprevailing party shall pay all costs incurred by the prevailing party. In addition, the nonprevailing party shall pay the prevailing party for all billable time incurred in connection with arbitration and with enforcement of any arbitration award, whether such billable time is incurred by Firm acting on its own behalf or by an attorney or a law firm retained by the prevailing Firm or Client. Billable time is defined as "the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly."
- ii. *Informed Consent to Arbitration.* Arbitration proceedings are ways to resolve disputes without use of the court system. Firm and Client understand that in agreeing to arbitrate, they are expressly waiving their right to file any lawsuit in court, to broad discovery under the applicable rules of procedure, to a trial by a judge or a jury and to appeal. These are important rights that should not be given up without careful consideration. Arbitration may be more expensive than litigation and often involves substantial up-front costs. Firm and Client understand that this paragraph does not prospectively limit Firm's liability to client in any way, nor does it impinge upon client's right to make a disciplinary complaint to the appropriate authorities. **Client is advised of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel regarding this arbitration provision.** Client is further advised to review the detailed procedures and costs associated with arbitration at the LSBA and AAA websites. To provide these opportunities, this paragraph shall not be effective until 21 days after signing. If client does not wish this paragraph to become effective, client shall within this 21-day period provide written notice to the Firm via certified United States mail, return-receipt requested. In

such event, the Firm reserves its right to terminate the representation of the client.

18. Governing Law. The SITs and the particular engagement letter agreement between a client and the Firm shall be construed in accordance with the laws of the State of Louisiana.

19. Entire Agreement. The engagement Letter and these Standard Incorporated Terms constitute the entire agreement between Client and the Firm regarding our representation of Client in the matter described in the engagement Letter. They supersede any prior understandings and agreements, written or oral, and may not be changed by any subsequent billing requirements, outside counsel guidelines, or other communications without our consent.

20. Completion of Engagement. Our representation of you will end when we have completed the services described in the engagement Letter, send our final invoice, or, unless otherwise agreed, after six months of furnishing no billable services to you, whichever occurs sooner, without the need for further written confirmation. We may send you information, invitations, or other communications after the completion of our engagement, which do not re-establish an attorney-client relationship. Any new relationship will require a new engagement Letter. In such a case, the Letter and the SITs will apply unless new SITs are agreed to at that time.

By: _____
*Mr. Louis Pomes, President
Authorized Representative
on behalf of St. Bernard Parish Government*

DATE: _____