



St. Bernard Parish Council

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

#20

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, OCTOBER 21, 2025 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #2687-10-25

Summary No. 4299

Introduced by: Administration on 10/6/25
Public Hearing held on 10/21/25

AN ORDINANCE TO AUTHORIZE THE RETENTION OF THE LAW FIRM BREAZEALE, SASCHE & WILSON, L.L.P. TO PROVIDE LEGAL REPRESENTATION AND LEGAL SERVICES TO ST. BERNARD PARISH GOVERNMENT ASSOCIATED WITH ITS CASE CAPTIONED ST. BERNARD PARISH GOVERNMENT V. THE UNITED STATES NO 15-1072C US COURT OF FEDERAL CLAIMS.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council hereby authorizes the Parish President to execute the Engagement Letter attached hereto hiring the law firm Breazeale, Sasche & Wilson, L.L.P. to provide legal representation and legal services to St. Bernard Parish Government associated with its case captioned St. Bernard Parish Government v. The United States No. 15-1072c, US Court of Federal Claims.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon the 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 3. 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 expressing and declaring that it would have adopted the remaining portion(s) of this Ordinance with the invalid portion(s) omitted.



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Extract #20, continued
October 21, 2025

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 21st day of October, 2025.

Roxanne Buras

ROXANNE BURAS
CLERK OF COUNCIL

GILLIS MCCLOSKEY
COUNCIL CHAIR

Delivered to the Parish President

10/23/25 8:40am
Date and Time

Received by

Maegen Kelley

Approved

✓

Vetoed

Parish President

Louis Pomes
Louis Pomes

Returned to Clerk of the Council

10/23/25 1:50 pm
Date and Time

Received by

Louisa Kelley



CLAUDE F. REYNAUD, JR.
Partner
claude.reynaud@bswllp.com

September 25, 2025

DIRECT DIAL: (225) 381-8012
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FAX: (225) 381-8029
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301 Main Street
Baton Rouge, LA 70821-3197

www.bswllp.com

VIA EMAIL ONLY: (Jbwhite@sbpg.net)

ST. BERNARD PARISH GOVERNMENT
Attn: John White

Re: *Engagement of Legal Services of Breazeale, Sachse & Wilson, L.L.P.*

Dear John:

We are writing to confirm that **St. Bernard Parish Government** (the “Client”), would like to engage us as legal counsel in that matter entitled, *St. Bernard Parish Government v. United States*, No. 15-107-C currently pending in the United States Court of Federal Claims. The adverse party is listed as the **United States**. Thank you for choosing Breazeale, Sachse & Wilson, L.L.P. (“BS&W”) to represent you in the above-described matter.

Here are the basic terms of any engagement and will apply on any matters on which you may retain us to handle now or in the future. We normally write to each client when a new matter is begun to inform the client of our billing practices for that matter. This allows the client to plan for the expected costs of legal services and prevents unfortunate disagreements or misunderstandings at the conclusion of a particular matter. Our charges are based upon a number of factors, including the time and labor involved, the novelty and difficulty of the types of legal issues presented, and the skill, education, and experience necessary to competently perform the requested legal services. Other factors also include the costs of similar legal services customarily charged in the community, the amount of money or property involved or in jeopardy, as well as the results finally obtained.

Although other members of this firm, including associates and paralegals, may, from time to time, work on various aspects of any referred matters, I will be the attorney primarily responsible for the matter. Our services will be billed on an hourly basis at the rate specified in the attached schedule. These rates are subject to periodic review and change. Should the legal matter require the assistance of one of our associate lawyers or paralegals, that time will be billed at rates usually between \$175 to \$275, per hour, and \$120, per hour, respectively. Unless Client instructs otherwise, or circumstances otherwise require, in order to try to reduce overall costs of legal services, we will delegate legal work so that it is done at the most economical level while still maintaining the quality of service.

Much of the legal work that we undertake is pursued out of the presence of the client, including legal research, review of file documents, negotiations, and the like. Our time spent on any legal matter will be carefully kept in tenths of an hour for any activity. Telephone consultations

are included in arriving at the total time and labor required on a given legal matter. Expenses such as long distance calls, copying, postage, travel, computer research, and the like will be billed as separate items for reimbursement. We will also pass on any charges from third-party vendors such as deposition reporter fees, expert witness fees and outside copy service charges. If such costs are substantial, we may choose not to advance them, but forward to Client for direct payment by Client to the vendor.

Retainer

It is BS&W's policy to require an initial deposit or a retainer. However, due to our relationship, we are waiving the retainer on this matter. BS&W reserves the right to request a retainer on future files. We will bill you monthly and kindly expect to be paid monthly for our services rendered. Obviously, if there becomes a problem with payment (which we certainly do not anticipate), our firm reserves the right terminate services. This, of course, will not impact the obligation to pay our firm all amounts owed our firm for services rendered and costs incurred.

Document Retention

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

Breazeale, Sachse & Wilson will store all client files, at Breazeale, Sachse & Wilson'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 Client. In addition, Breazeale, Sachse & Wilson will store all relevant files relating to Client's property that Breazeale, Sachse & Wilson has held in trust for a period of five (5) years, and may thereafter destroy same without further notice to Client. Within 21 days of notice that the matter has concluded, we will make a copy of your file available for pick-up at Breazeale, Sachse & Wilson's office, unless other arrangements are requested.

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.

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.

A positive attorney-client relationship involves trust and confidence. To that end, the best way to achieve those positive goals is through communication. Accordingly, if you have questions at any time about our work, about our bills, or about what is going on, let me know. You may call me directly at (225) 381-8012 or by email at claude.reynaud@bswllp.com. We will not bill you for these types of calls.

Please execute and return this letter to me with your signature agreeing to the terms and conditions. You may fax or email an executed copy of this letter to expedite the file opening process. **Please keep a copy of this letter for your files as well.**

We look forward to assisting you. Thanks so much.

With best personal regards, I am

Very truly yours,
BREAZEALE, SACHSE & WILSON, L.L.P.

CFRjr:sec

Claude F. Reynaud, Jr.

AGREED AND ACCEPTED:

ST. BERNARD PARISH GOVERNMENT

By: John White, Duly Authorized Representative

Date

SCHEDULE OF CHARGES

ATTORNEY	RATE
Claude F. Reynaud, Jr., <i>Partner</i>	\$350 per hour
Associates	\$175 to \$275 per hour
Paralegals	\$120 per hour