



St. Bernard Parish Council

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

#8

Tabled

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, JANUARY 2, 2018 AT SEVEN O'CLOCK P.M.

On motion of Mr. Luna, seconded by Mrs. Alcon, it was moved to table the following resolution to the January 16, 2018 Council meeting:

RESOLUTION SBPC #1788-01-18

A RESOLUTION TO RETAIN TAUZIN CONSULTANTS, LLC AS A FEDERAL LOBBYIST REPRESENTING ST. BERNARD PARISH GOVERNMENT FOR A PERIOD OF ONE (1) YEAR.

WHEREAS, the St. Bernard Parish Council, the Governing Authority of St. Bernard Parish is desirous to enter into a contract with a federal lobbyist for a one (1) year period to provide direct representation before the Federal Government including Congress, the Administration and various Federal Agencies, along with representation before various State Government Agencies for priority projects, and;

WHEREAS, the Council is desirous to retain the services of Tauzin Consultants, LLC, to represent St. Bernard Parish Government for a period of one (1) year; and,

WHEREAS, the execution of the said contractual obligation is contingent upon the approval of the Council Chair.

NOW THEREFORE BE IT RESOLVED that the St. Bernard Parish Council is hereby retaining the services of Tauzin Consultants, LLC, upon execution of contractual obligation for a term of one (1) year contingent upon the approval of the Council Chair.

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

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo

NAYS: None

ABSENT: Lewis



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Extract #8 continued
January 2, 2018

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel "Monty"
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council

The Council Chair, Ms. Callais, cast her vote as YEA.

And the motion was declared adopted on the 2nd day of January, 2018.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, January 2, 2018.

Witness my hand and the seal
of the Parish of St. Bernard on
this 2nd day of January, 2018.


ROXANNE ADAMS
CLERK OF COUNCIL

AGREEMENT

THIS AGREEMENT is executed by and between St. Bernard Parish Council, a government entity in the State of Louisiana, created and existing under the laws of the State of Louisiana, (herein called "St. Bernard"), and Tauzin Consultants, LLC, (herein called "Consultant").

In consideration of the mutual promises and covenants set forth herein, St. Bernard and Consultant agree to the following terms:

I. Duties and Responsibilities of Consultant

- (1) St. Bernard Parish Council does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Bernard all according to the terms set out in this Agreement. The principal duties of Consultant shall be to assist St. Bernard in four key areas—1) coastal protection, 2) natural disaster mitigation, 3) the National Flood Insurance Program (NFIP), and 4) transportation and infrastructure projects including levee construction and maintenance. Specifically, the Consultant shall develop an effective legislative strategy in support of St. Bernard's levee project(s), issues related to the Corps of Engineers' projects in and around the Parish, other transportation and infrastructure needs, and interest in the anticipated 2018 NFIP legislation. Consultant shall also affirm the Coastal Protection and Restoration Authority (CPRA) support for St. Bernard's levee project(s) and its mitigation efforts with federal legislators and the US Army Corp of Engineers, seek inclusion of all St. Bernard projects in the Coastal Master Plan and seek any additional funding available directly from CPRA.

- (2) In providing the services described herein, Consultant shall be available to St. Bernard at times mutually agreeable to both parties during the period this Agreement is in effect.

II. Terms of the Agreement

- (1) This Agreement shall be effective for one year. The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.
- (2) This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Bernard over and above those specified herein, but yet undefined, which services shall be referred to as "special other services or projects," the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by St. Bernard to Consultant.

III. Compensation

- (1) St. Bernard agrees to pay Consultant a fee of One Hundred and Twenty Thousand (\$120,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of this Agreement. The fees shall be paid monthly at the rate of Ten Thousand (\$10,000.00) dollars per month for services enumerated on a request for payment form or forms approved by St. Bernard Council.
- (2) These retainers cover all expenses incurred by Consultant on behalf of St. Bernard.
- (3) Consultant is independent contractors and, therefore, shall not be entitled to any employee benefits of St. Bernard.
- (4) Payment to the Consultant shall be by check to Consultant (Tax I.D. Numbers are 27-3153542). Such payment shall discharge St. Bernard of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality

Consultant acknowledge that in the course of performing assignments for St. Bernard, Consultant will be exposed to confidential, proprietary, educational

and administrative information of St. Bernard. Any confidential information acquired by the Consultant shall not be disclosed by him to others or used for Consultant' own benefit. The obligations of Consultant under this paragraph shall survive termination of the Agreement provided, that Consultant' obligation to keep information that (a) was known to Consultant, as evidenced by his written records, prior to the receipt of authoritative disclosures; or (b) hereinafter becomes generally known to the public through no fault of the Consultant.

This Agreement will continue unless modified by mutual agreement or cancelled on 30 days' written notice by either party

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Tauzin Consultant, LLC

St. Bernard Parish Council

BY _____
Thomas N. Tauzin
Consultant

BY _____
Kerri Callais
Council Chair

DATED _____

DATED _____