



St. Bernard Parish Council

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

#18

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

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, FEBRUARY 20, 2018 AT THREE O'CLOCK P.M.

On motion of Mr. Lewis, seconded by Mr. Luna, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2032-02-18

Summary No. 3556

Introduced by: Administration on 2/6/18
Public hearing held on 2/20/18

AN ORDINANCE TO AUTHORIZE THE RETENTION OF ROBERT E. COUHIG, JR. AND THE LAW FIRM OF COUHIG PARTNERS, LLC TO PROVIDE LEGAL REPRESENTATION IN ST. BERNARD PARISH GOVERNMENT V. THE UNITED STATES, U.S. COURT OF FEDERAL CLAIMS NO. 15-1072.

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 Robert E. Couhig, Jr. and the Law Firm of Couhig Partners, LLC to provide legal representation in St. Bernard Parish Government v. The United States, U.S. Court of Federal Claims no. 15-1072 and any related matters, all pursuant to the contract attached as Exhibit A.

SECTION 2. Compensation. The compensation and shall be pursuant to the contract 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 attachment "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.

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 of this ordinance with the invalid portions omitted.



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Extract #18 continued
February 20, 2018

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

YEAS: McCloskey, Gorbaty, Luna, Alcon, Lewis

NAYS: None

ABSENT: Montelongo

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

And the motion was declared adopted on the 20th day of February, 2018.

ROXANNE ADAMS
CLERK OF COUNCIL

KERRI CALLAIS
COUNCIL CHAIR

Delivered to the Parish President

10:46 am 2/23/2018

Date and Time

Received by _____

Approved

Vetoed _____

Parish President

GUY MCINNIS

Returned to Clerk of the Council

2/23/2018 10:50 am

Date and Time

Received by _____

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

BETWEEN

ST. BERNARD PARISH GOVERNMENT

AND

COUHIG PARTNERS, LLC

This agreement is made and entered into this _____ day of _____ 2018 by and between the **St. Bernard Parish Government** (hereinafter referred to as “SBPG”), herein represented by **GUY MCINNIS**, Parish President, and **COUHIG PARTNERS, LLC** (hereinafter sometimes referred to as “Attorney”)

WITNESSETH

WHEREAS, the SBPG has a need for certain professional legal services to represent it in **St. Bernard Parish Government v. the United States, U.S. Court of Federal Claims No. 15-1072** (hereinafter referred to as “the Case”)

NOW THEREFORE, the SBPG and Attorney for the consideration and under the conditions set forth, do agree as follows:

SCOPE OF SERVICE:

Provide Legal representation in the case and all related matters.

COMPENSATION:

SBPG shall compensate the Attorney at the following rates:

Rate Schedule:

Attorneys	\$225.00 per hour
Paralegals	\$60.00 per hour

The Attorney shall also be reimbursed for reasonable ordinary necessary expenses and costs. The Attorney shall submit to SBPG or to its designee a detailed invoice for payment of the services provided on a monthly or quarterly basis.

The obligation of the SBPG to compensate Attorney hereunder shall not at any time exceed the maximum compensation, in the aggregate, of \$ 100,000.00. up to and including trial.

CONFLICT OF INTEREST:

Attorney discloses that it represents CDM Smith in a matter against SBPG. SBPG agrees prior to Attorney representing SBPG in the Case, SBPG will sign the requisite waiver of conflict of interest form. Any conflicts that arise subsequent to the signing of this agreement shall be disclosed to SBPG and SBPG shall determine whether the conflict is cause for the non-execution or termination of this Agreement.

NOTICE:

Should any formal notices be required to be sent by either of the parties, notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to SBPG:

SBPG
Guy McInnis
Parish President
8201 W. Judge Perez Dr.
Chalmette, LA 70043

If to Attorney:

Couhig Partners, LLC
Attention: Rob Couhig
3520 Energy Centre
1100 Poydras St.
New Orleans, LA 70163

GOVERNING LAW, JURISDICTION AND VENUE

Section 1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

Section 2. Exclusive Jurisdiction and Venue. For all claims arising out of or related to this Agreement, Attorney hereby consents and yields to the exclusive jurisdiction and venue of the 34th Judicial District Court for the Parish of St. Bernard and expressly waives any (a) pleas of jurisdiction or venue based upon Attorney's residence and (b) right of removal to federal court based upon diversity of citizenship.

TERMINATION

Section 1. Termination for Cause. SBPG and Attorney shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice

shall be required.

Section 2. Termination for Convenience. SBPG shall have the right to terminate this Agreement without cause by giving the Attorney written notice of its intent to terminate at least thirty (30) days prior to the date of termination. The Attorney shall have the right to terminate this Agreement without cause by giving SBPG written notice of his intent to terminate at least sixty (60) days prior to the date of termination. In the event SBPG elects to terminate for convenience, SBPG shall be obligated to pay Attorney only for those Services properly performed up to and through the date of termination and for which detailed invoices shall have been submitted, which are agreed to represent the maximum amount which may be due to the Attorney upon termination. Attorney shall provide to SBPG all close out documents compiled to that point.

GENERAL PROVISIONS

Section 1. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 2. Nonwaiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or

subsequent default or breach.

Section 3. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 4. Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of nor against SBPG or Attorney on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

For the consideration and under the terms set forth above, Couhig Partners, LLC has agreed to perform the specified services for SBPG.

WITNESSES:

ST. BERNARD PARISH
GOVERNMENT

Printed Name: _____

Printed Name: _____
President

By: GUY MCINNIS, Parish

COUHIG PARTNERS, LLC

Printed Name: _____

By: _____

Printed Name: _____