



St. Bernard Parish Council

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

#32

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 THURSDAY, FEBRUARY 18, 2016 AT THREE O'CLOCK P.M.

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

ORDINANCE SBPC #1733-02-16

Summary No. 3334

Introduced by: Administration on 1/12/16

Public hearing held on 1/26/16

AN ORDINANCE TO RETAIN PRIVATE OUTSIDE LEGAL COUNSEL TO REPRESENT ST. BERNARD PARISH GOVERNMENT, IN MAKING ITS LEGAL CLAIM FOR PAYMENTS AGAINST ATMOS ENERGY CORPORATION, LOUISIANA, LLC AND ANY RELATED COMPANIES, PREDECESSORS, SUCCESSORS AND ASSIGNS, AND IN ANY NEGOTIATIONS, LITIGATION OR OTHER MATTERS RELATED THERETO

WHEREAS, St. Bernard parish government's has a legal claim for payments against Atmos energy corporation, Louisiana, LLC, and any related companies, predecessors, successors and assigns;

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 private outside legal counsel to represent St. Bernard Parish Government (hereinafter "SBPG") in making its legal claim for payments against Atmos Energy corporation, Louisiana, LLC and any related companies, predecessors, successors and assigns and in any negotiations, litigation or other matters related thereto.

SECTION 2. Compensation. The compensation 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.



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Extract #32 continued
February 18, 2016

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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 of this ordinance with the invalid portions omitted.

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

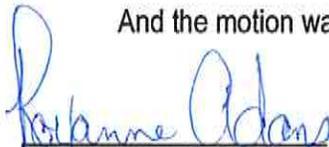
YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Lewis

NAYS: None

ABSENT: None

The Chairman, Ms. Callais, cast her vote as **YEA**.

And the motion was declared **adopted** on the 18th day of February, 2016.


ROXANNE ADAMS
CLERK OF COUNCIL

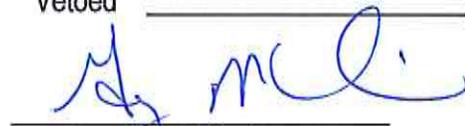

KERRI CALLAIS
COUNCIL CHAIR

Delivered to the Parish President 2/22/2016 10:15am
Date and Time

Approved  _____

Vetoed _____

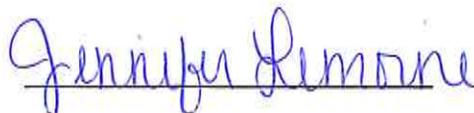
Parish President


Guy McInnis

Returned to Clerk of the Council

2/22/2016 11:05am
Date and Time

Received by



LAW OFFICES OF
**SHER GARNER CAHILL RICHTER
KLEIN & HILBERT, L.L.C.**

TWENTY-EIGHTH FLOOR
909 POYDRAS STREET
NEW ORLEANS, LOUISIANA 70112-4046
<http://www.shergarner.com>

LEOPOLD Z. SHER¹
JAMES M. GARNER²
ELWOOD F. CAHILL, JR.
RICHARD P. RICHTER
STEVEN I. KLEIN^{1,7}
PETER L. HILBERT, JR.
MARIE A. MOORE³
DEBRA J. FISCHMAN
ROBERT P. THIBEAUX
DARNELL BLUDWORTH²
MARTHA Y. CURTIS²
NEAL J. KLING
JOSHUA S. FORCE^{2,4}
DEBORAH J. MOENCH
DOROTHY S. WATKINS LAWRENCE²
JOHN T. BALHOFF, II
ALVIN C. MIESTER, III
CHRISTOPHER T. CHOICHELES

RYAN D. ADAMS
THOMAS J. MADIGAN, II⁵
CHAD P. MORROW
KEVIN M. MCGLOONE
JEFFREY D. KESSLER⁶
RYAN O. LUMINAIS⁵
KAREN T. HOLZENTHAL
JONATHAN B. CERISE
ASHLEY G. COKER
AMANDA RUSSO SCHENCK
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TRAVIS A. BEATON
REBEKKA C. VEITH
DAVID A. FREEDMAN
STEPHANIE E. HOLDEN
BRANDON W. KEAY
ELIZABETH B. MCINTOSH

SPECIAL COUNSEL:
MATTHEW M. COMAN

OF COUNSEL:
TIMOTHY B. FRANCIS
DAVID A. MARCELLO

¹ LAW CORPORATION
² MEMBER OF LOUISIANA AND TEXAS BARS
³ MEMBER OF LOUISIANA AND ALABAMA BARS
⁴ MEMBER OF LOUISIANA AND CALIFORNIA BARS
⁵ MEMBER OF LOUISIANA AND MISSISSIPPI BARS
⁶ MEMBER OF LOUISIANA AND NEW YORK BARS
⁷ BOARD CERTIFIED TAX ATTORNEY LOUISIANA
BOARD OF LEGAL SPECIALIZATION

ALL OTHERS LOUISIANA BAR

jgarner@shergarner.com
Direct Dial: (504) 299-2102
Direct Fax: (504) 299-2302

(504) 299-2100
FAX (504) 299-2300

February 19, 2016

St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, LA 70043
Attention: Mr. Michael A. Gorbaty

Re: **Contingency Fee Engagement Agreement**
St. Bernard Parish Government – Franchise Agreement with Atmos
Energy
Our file: 22241.0003

Dear Mike:

We are pleased that you have requested Sher Garner Cahill Richter Klein & Hilbert, L.L.C. (“Sher Garner”) and Ginart & Associates (“Ginart”; collectively, Sher Garner and Ginart are “Counsel”) provide counsel and legal representation for St. Bernard Parish Government (the “Parish”) in connection with various disputes the franchise rights granted by the Parish, through its predecessor-in-interest, the Police Jury for the Parish of St. Bernard, State of Louisiana, by ordinance to Atmos Energy and any of their affiliates, subsidiaries, successors and assigns (collectively, “Entergy”), through its predecessor-in-interest, Frank A. Reid, his successors and assigns, authorizing the manufacture, vending and/or distributing of artificial or natural gas throughout the Parish of St. Bernard (the “Franchise Rights”), and that certain Acceptance of Gas Franchise before Louis M. Vinsanau, Clerk of Court and ex-officio Notary Public, on March 24, 1926 (the “Agreement”; collectively, the Franchise Rights and the Agreement, together with all related rights and obligations, are the “Franchise”; collectively, the disputes related to the Franchise are the “Disputes”). We want the Parish to have a clear understanding of our policies regarding legal services and fees from the inception of our relationship; this Engagement Agreement sets forth the terms of our relationship.

LAW OFFICES OF
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KLEIN & HILBERT, L.L.C.**

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The terms of our relationship to be as follows:

1. As compensation for legal services related to the Disputes the Client agrees to pay Counsel 15% of Gross Recovery prior to a lawsuit being filed. If there is a Gross Recovery after a lawsuit is filed, the contingency fee will be 20% of the Gross Recovery. If there is a Gross Recovery after commencement of a Pre-Trial Conference, the contingency fee will be 25% of the Gross Recovery. If there is a Gross Recovery after the trial is commenced, either by being called by a judge for a judge trial or commencement of void dire for a jury trial, the contingency fee will be 33% of the Gross Recovery. "Gross Recovery" means, collectively, any and all of the foregoing, whether by suit, settlement, judgment, contract or otherwise and whether arising before or after the resolution of the Disputes:

- (i) principal, interest, penalties, litigation costs and expenses, statutory attorneys' fees (if any) and any and all other amounts recovered or to be recovered, including the value of any structured settlement, future payments, future franchise fees, in-kind payments, or type of non-pecuniary benefits; and/or
- (ii) any payment, other financial benefit of any type, or anything of value received by the Parish relating to the Franchise, including any amounts paid pursuant to any renewal of the Agreement or any replacement agreement.

All amounts paid to Counsel as compensation for legal services related to the Disputes under this Engagement Agreement shall be paid seventy percent (70%) to Sher Garner and thirty percent (30%) to Ginart.

- 2. The Parish will be solely responsible for the following "out-of-pocket costs": deposition transcripts, copy fees for documents production and exhibits, expert fees, filing and recordation fees, and other expenses approved by client in writing. Counsel is not required to advance or pay any costs, but generally may do so when the expenditure is a small amount. Consequently, clients may be called upon on occasion to pay for such costs directly.
- 3. At monthly intervals, we will provide you with a statement of our costs incurred on your behalf during the billing period described in each statement. Our invoices are payable in full not later than 30 days from the date of the statement. You will be required to remit full payment within that period.
- 4. You have the right at any time to terminate our services hereunder upon notice to us to that effect. Concomitantly, we shall have the right, consistent with our professional and ethical duties, to terminate our services hereunder upon notice to you to that effect. Termination by you or by us will not affect your obligation to pay for any legal services rendered and for any costs incurred prior to the effective date of termination. Upon termination, we will handle disposition of clients file materials in accordance with the record retention policy of the firm in effect at that time.

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St. Bernard Parish Government
February 19, 2016
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As you know, we are a medium size law firm and currently represent clients in a wide area of commerce and industry. It, therefore, is possible that a conflict could arise if the Parish's interest becomes adverse, commercially or in a litigation context, with another client of the firm. We screen each piece of legal work to determine whether an actual or potential conflict of interest exists. If any possible conflict of interest is detected, we will bring it to the Parish's attention and attempt to resolve it in an open and ethical matter. We occasionally have to refuse acceptance or continuation of a particular undertaking for a client due to conflict.

To avoid any errors in communication and our incurring any unauthorized expenses on your behalf, we will accept instructions concerning this engagement or any additional work in connection with other matters only from you and from other persons identified by you in writing.

It is important that the client and attorney understand the scope of the representation and the method of billing and payment obligations. If this Engagement Agreement correctly sets forth your understanding of the scope of the services to be rendered to the Parish by Counsel and if all of the terms set forth in this Engagement Agreement are satisfactory, please sign and date a copy of this Engagement Agreement where indicated below and return it to me as soon as possible. If you have any questions or concerns, please do not hesitate to call.

It is our pleasure to represent you in this matter and we look forward to working with you.

Cordially,

James M. Garner

**ACKNOWLEDGED AND AGREED AS OF
THE ____ DAY OF _____, 2015:**

GINART & ASSOCIATES

By: _____
Michael C. Ginart, Jr.
Title:

**ACKNOWLEDGED AND AGREED AS OF
THE ____ DAY OF _____, 2015:**

ST. BERNARD PARISH GOVERNMENT

By: _____
Name:
Title: