



# *St. Bernard Parish Council*

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

**#20**

**Guy McInnis**  
*Councilman  
at Large*

**George Cavignac**  
*Councilman  
at Large*

**Ray Lauga, Jr.**  
*Councilman  
District A*

**Nathan Gorbaty**  
*Councilman  
District B*

**Richard "Richie" Lewis**  
*Councilman  
District C*

**Casey W. Hunnicutt**  
*Councilman  
District D*

**Manuel "Monty"  
Montelongo III**  
*Councilman  
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, JULY 21, 2015 AT THREE O'CLOCK P.M.

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

## **RESOLUTION SBPC #1372-07-15**

A RESOLUTION TO AMEND THE CONTRACT BETWEEN THE ST. BERNARD PARISH COUNCIL AND TONRY LAW FIRM, LLC

**WHEREAS**, the St. Bernard Parish Council, the governing authority of St. Bernard Parish is desirous of amending the contract between the St. Bernard Parish Council and Tony Law Firm, LLC, enacted January 7, 2014 attached as "Exhibit A", and;

**NOW THEREFORE BE IT RESOLVED** that the St. Bernard Parish Council does hereby amend the contract between St. Bernard Parish Council and Tony Law Firm, LLC

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

**YEAS:** Gorbaty, Lewis, Hunnicutt, Montelongo, McInnis

**NAYS:** None

**ABSENT:** Lauga

The Chairman, Mr. Cavignac, cast his vote as **YEA**.

And the motion was declared **adopted** on the 21<sup>st</sup> day of July, 2015.



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*Clerk of Council*

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Extract #20 continued  
July 21, 2015

## 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, July 21, 2015.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 21<sup>st</sup> day of July, 2015.

ROXANNE ADAMS  
CLERK OF COUNCIL

**Amendment to HOURLY AGREEMENT  
Dated January 7, 2014**

I/WE, collectively referred to as The St. Bernard Parish Council, the undersigned client (hereinafter referred to as “I,” “me” or the “Client”), do hereby amend the “Hourly Agreement” executed by Client on January 7, 2014 to reflect the following amendments:

**Scope of Representation:**

In addition to the advisory capacity of representation in the original agreement, The Tonry Law Firm, LLC may be hired to appear before a court of competent jurisdiction, as well as handle litigation matters on behalf of the Client.

**Hourly Fee:**

Without changing the fee for the work described in the original “Hourly Agreement” in reference to advisory capacity; the hourly rate for litigation or work requiring preparation of litigation in a court of competent jurisdiction is set at a rate of \$300.00 per hour.

This Amendment supersedes any conflicting clauses set forth in the original “Hourly Agreement,” and all other provisions set forth are to remain in effect.

*This agreement is executed by me, the undersigned Client, on this \_\_\_\_\_ day of July, 2015.*

\_\_\_\_\_  
Guy McInnis  
Councilman at Large East

\_\_\_\_\_  
George Cavignac  
Councilman at Large West

\_\_\_\_\_  
Ray Lauga, Jr.  
Councilman District A

\_\_\_\_\_  
Nathan Gorbaty  
Councilman District B

\_\_\_\_\_  
Richard Lewis  
Councilman District C

\_\_\_\_\_  
Casey Hunnicutt  
Councilman District D

\_\_\_\_\_  
Manuel “Monty” Montelongo  
Councilman District E

*The foregoing agreement is hereby accepted on this \_\_\_\_\_ day of July, 2015.*

\_\_\_\_\_  
THE TONRY LAW FIRM

## HOURLY AGREEMENT

I/WE, collectively referred to as THE ST. BERNARD PARISH COUNCIL, the undersigned clients (hereinafter referred to as "I," "me" or the "Client"), do hereby retain and employ The Tonry Law Firm, LLC (hereinafter referred to as "Attorney"), as my Attorney to act in an advisory capacity, to assist in determining the legal ramifications of Council actions or proposed actions, and to assist in drafting ordinances as well as other miscellaneous projects. Clients hereby acknowledge that this contract for service does not include handling any matter in any court of competent jurisdiction or any litigation.

**HOURLY FEE:** Hourly-Fee is \$200.00 per hour with an initial retainer of \$3,000.00. This initial retainer is to be drawn down as work commences on behalf of the Parish Council. Time is billed in 20 minute increments until the retainer is exhausted. Upon the exhaustion of the initial retainer, Client will then submit another \$3,000.00 retainer to be drawn upon as work permits.

In addition to the above mentioned hourly rate, all costs expended by attorney will be reimbursed as billed. These costs include, but are not limited to copy costs, postage, computerized legal research, and courier fees.

Client agrees to pay by the hour at attorney's prevailing rates as set forth in the rate schedule for time spent on client's matter by attorney's legal personnel. Attorney will charge client for the time attorney spends on telephone calls relating to client's case, including calls with client, court personnel, or other parties relative to the work in progress. If more than one legal personnel assigned to client's case attends a meeting or other proceeding, each of them will charge for the time spent. Attorney will charge for waiting time as necessary.

In the event Client fails to pay Attorney's fees and/or costs and disbursements pursuant to this agreement, Attorney may withdraw as counsel upon written, timely notice to Client.

**COSTS:** To aid in the preparation, it may become necessary to hire experts, consultants, or investigators. Client agrees to separately retain and pay for any fees and charges for these services. Attorney will select, in consultation with Client, any expert, consultant, or investigators to be hired. You agree to pay for all actual out-of-pocket costs we incur on your behalf. Typical costs include: filing fees, service of process, depositions, expert fees, travel expenses, courier services, delivery charges, and photocopying (at \$0.15 per page).

**TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:** . Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, or for good cause. Good cause includes Client's breach of this Agreement, making a material misrepresentation to Attorney relating to the subject matter of the representation or the representation itself, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. After services conclude, Attorney will, upon Client's written request, deliver Client's file and any property in Attorney's possession.

Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement. You understand we have no continuing obligation to represent you unless you retain us to provide additional advice or services.

**CLIENT'S RESPONSIBILITIES:** We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to Firm's representation. Your obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address and telephone numbers.

**NO GUARANTEE:** I acknowledge that Attorney has made no promise or guarantee regarding the outcome of legal advice. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct.

**NO ADVICE REGARDING THIS FEE AGREEMENT:** We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice.

**ENTIRE AGREEMENT:** I have read this agreement in its entirety and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

*This agreement is executed by me, the undersigned Client,*  
on this 7 day of <sup>January</sup> ~~December~~, 2013.

  
\_\_\_\_\_  
Guy McInnis  
Councilman at Large East

  
\_\_\_\_\_  
George Cavignac  
Councilman at Large West

  
\_\_\_\_\_  
Ray Lauga, Jr.  
Councilman District A

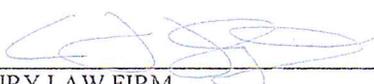
  
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Councilman District B

  
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Councilman District C

  
\_\_\_\_\_  
Casey Hunnicutt  
Councilman District D

  
\_\_\_\_\_  
Manuel "Monty" Montelongo  
Councilman District E

*The foregoing agreement is hereby accepted on this* 7 <sup>January</sup> ~~day of December~~, 2013.

  
\_\_\_\_\_  
THE TONRY LAW FIRM

\*\*\*This contract is an hourly contract and client will be required to provide a retainer to be drawn upon as work commences. Client will also be liable for all court costs and expenditures mentioned above\*\*\*