



# St. Bernard Parish Council

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

**#5**

**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 2, 2016 AT SEVEN O'CLOCK P.M.

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

## RESOLUTION SBPC #1437-02-16

A RESOLUTION ENGAGING ROBIN AND ASSOCIATES AS A 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 new contract with a lobbyist for a four (4) year period to assist with obtaining funds from State Government, and;

**WHEREAS**, the council further desires to maintain the services of Robin and Associates, to represent St. Bernard Parish Government for the sum of \$5,000 per month upon execution of contractual obligation for a period of one (1) year.

**NOW THEREFORE BE IT RESOLVED** that the St. Bernard Parish Council is hereby retaining the services of Robin and Associates, for the sum of \$5,000 per month upon execution of contractual obligation for a term of one (1) year.

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

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

**NAYS:** Gorbaty

**ABSENT:** None

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

And the motion was declared **adopted** on the 2<sup>nd</sup> day of February, 2016.



# *St. Bernard Parish Council*

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Page -2-  
Extract #5 continued  
February 2, 2016

**Kerri Callais**  
*Councilmember  
at Large*

**Richard "Richie" Lewis**  
*Councilmember  
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**Gillis McCloskey**  
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*Councilmember  
District E*

**Roxanne Adams**  
*Clerk of Council*

## 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, February 2, 2016.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 2<sup>nd</sup> day of February, 2016.

ROXANNE ADAMS  
CLERK OF COUNCIL

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
ST. BERNARD PARISH COUNCIL  
AND  
ROBIN AND ASSOCIATES**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is made and entered into by and between the St. Bernard Parish Council ("SBPC"), herein represented by KERRI CALLAIS, Councilmember at Large East, and Robin and Associates, herein represented by Dan A. Robin, Jr., Lobbyist (hereinafter "Contractor"), to be effective as of \_\_\_\_\_, 2016 ("Effective Date").

**WHEREAS**, SBPC desires to engage Contractor for the performance of services outlined herein as Lobbying;

**WHEREAS**, Robin and Associates, is a Louisiana organization located at 81125 Hwy 1129 Covington, LA 70435, and is qualified and desires to perform such services on behalf of the SBPC; and

**NOW, THEREFORE**, SBPC and Contractor, agree as follows:

**A G R E E M E N T**

**ARTICLE I  
SCOPE OF SERVICES**

**Section 1. Services to be Performed by Contractor.**

(1) The Parish does hereby retain the consulting services of Contractor and Contractor hereby agrees to provide these services to the Parish all according to the terms set out in this Agreement. The principal duties of Contractor shall be to provide consulting services on legislative, administrative and regulatory issues, representation and information dealing with Capital Outlay Legislation, budgets and appropriations of interest to the Parish in connection with state administrative, regulatory and legislative matters (capital outlay and budgets) of interest to the Parish.

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

(3) Contractor shall make a report of its activities to the Council at the first regular Council Meeting after each quarter.

**Section 2. Standard of Care.** Contractor hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, Contractor shall be obligated to perform such services with the same degree of care,

skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which Contractor is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. Further, the contractor agrees to abide by privacy laws for any information obtained from St. Bernard Parish Council and the services provided as per the agreement.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

Section 1. Representations and Warranties of SBPC. SBPC represents and warrants that:

- A. SBPC has the legal authority to enter into this Agreement; and
- B. The undersigned President of the SBPC has the authority to execute this Agreement on behalf of SBPC.

Section 2. Representations and Warranties of Contractor. Contractor represents and warrants that:

- A. Contractor has not employed or retained any entity or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement nor has Contractor paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting Contractor in securing this Agreement;
- B. Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Contractor in accordance with its terms;
- C. Contractor is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. Contractor and its subcontractors have the requisite expertise, qualifications, staff, materials and equipment in place and available to enable them to fully perform the Services and Contractor, along with its employees, as required, and all sub-Contractor, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;
- E. As of the Effective Date of this Agreement, Contractor has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;

- F. Contractor is not in breach of any federal, state or local statute or regulation applicable to Contractor or its operations;
- G. Contractor is bonded, if required by law, and fully and adequately insured for the injury of its employees and any others incurring loss or injury as a result of the actions of Contractor or its employees or subcontractors in the performance of its obligations under this Agreement. Contractor shall also provide proof of insurance upon execution of this agreement.
- H. Contractor has read and fully understand the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the receiving party.

### **ARTICLE III COMPENSATION**

Section 1. Rate of Compensation.

- (1) The Parish agrees to pay Contractor a fee of Five Thousand Dollars (\$5,000.00) per month for the period this contract is in effect.
- (2) Payment to the Contractor shall be by check to Dan A. Robin, Jr.
- (3) Contractor's first monthly fee will be for work performed in February of 2016.

Section 2. Truth-In-Negotiation. As of the Effective Date of this Agreement, Contractor represents and warrants that the rates charged SBPC as set forth in this Article III for the performance of the Services are reasonable and were negotiated at arm's length.

Section 3. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of SBPC are not authorized to request Contractor to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. SBPC shall not be required to pay Contractor for any services that are provided by Contractor that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

## **ARTICLE IV TERM**

Section 1. Initial Term. This agreement shall last one year from the effective date.

## **ARTICLE V NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against (A) any employee of or any SBPC employee working with Contractor in any of Contractor's operations within St. Bernard Parish or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The Contractor shall hold harmless and defend and indemnify the Parish for any claim associated with its failure to comply with any and all of the above referenced Acts and any discrimination claims.

Section 2. Equal Employment Opportunity. Contractor further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with Contractor. Further, Contractor agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, Contractor agrees all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin. The Contractor shall hold harmless and defend and indemnify the Parish for any claim associated with its failure to comply with any and all employment laws.

Section 3. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

## **ARTICLE VI INDEPENDENT CONTRACTOR STATUS**

Section 1. Independent Contractor Status. Contractor shall not be deemed to be an employee, servant, agent, partner or joint venturer of SBPC. Rather, Contractor herein expressly acknowledges and agrees that it is providing services exclusively an independent Contractor to SBPC, as such term is defined in La. Rev. Stat. 23:1021(7). As such, Contractor agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of SBPC. Further, Contractor acknowledges and agrees that, as an independent Contractor, neither Contractor nor any of its employees shall be entitled to receive any benefits that employees of SBPC are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to SBPC under this Agreement. As an independent contractor, contractor acknowledges herein that he has no cause of action or claim against SBPC that should arise from the performance of contractor pursuant to this agreement.

Section 2. No Withholding; Form 1099 Reporting. Contractor understands and agrees that (a) SBPC will not withhold on behalf of Contractor any sums for any federal, state or local income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, and that SBPC will not make available to Contractor any of the benefits afforded to employees of SBPC; (b) all of such withholdings and benefits, if applicable, are the sole responsibility of Contractor; and (c) Contractor will indemnify and hold SBPC harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if the Internal Revenue Service questions or challenges Contractor's independent Contractor status, both Contractor and SBPC shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. Contractor acknowledges that all compensation paid to Contractor pursuant to this Agreement will be reported annually by SBPC to the Internal Revenue Service on Form 1099.

## **ARTICLE VII GOVERNING LAW**

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

## **ARTICLE VIII RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

Section 1. Retention. Contractor agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession for a period of five (5) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices. Subsequent to five (5) year period but prior to destroying records, Contractor shall provide St. Bernard Parish the opportunity to take possession of files and/or relevant portions. However, all documents associated with any work performed by contractor as directed by SBPC shall become the property of SBPC.

Section 2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as SBPC may deem necessary, Contractor shall make all data, records, reports and all other materials relating to this Agreement available to SBPC for examination and copying. In addition, Contractor shall permit SBPC to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable SBPC to verify the accuracy of Contractor's invoices for payment for the performance of the Services.

Section 3. Ownership. All data collected and all products of work prepared, created or modified by Contractor in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, documents, records, external disks, original drawings or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of SBPC, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of SBPC. SBPC shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of SBPC. Upon completion of the work or termination of the contract whichever occurs first, the data and all work product as stated above shall be turned over to SBPC.

## **ARTICLE IX TERMINATION**

Section 1. Termination for Cause. SBPC shall have the right to terminate this Agreement for cause, effective immediately after the giving of written notice to Contractor of its intent to terminate and the reasons therefor.

Section 2. Termination for Convenience. SBPC shall have the right to terminate this Agreement without cause by giving Contractor written notice of its intent to terminate at least ten (10) days prior to the date of termination. In the event SBPC elects to terminate for convenience, SBPC shall be obligated to pay Contractor only for those undisputed services performed and/or undisputed invoices received up to and through the date of termination.

Section 3. Survival of Certain Provisions. All representations, warranties, and all responsibilities regarding record retention, access and ownership, and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

**ARTICLE X  
INSURANCE**

-NOT USED-

**ARTICLE XI  
INDEMNITY PROVISIONS**

Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Council, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the St. Bernard Parish Council, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Council, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the St. Bernard Parish Council, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish

Council, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **ARTICLE XII NOTICE**

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

To SBPC:                   KERRI CALLAIS  
                                  Councilmember at Large East,  
                                  St. Bernard Parish Council  
                                  8201 West Judge Perez Drive  
                                  Chalmette, Louisiana 70043

To Contractor:         Robin and Associates  
                                  Attention: Dan A. Robin, Jr.  
                                  81125 Hwy 1129  
                                  Covington, LA 70435

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between authorized representatives of SBPC and Contractor.

## **ARTICLE XIII GENERAL PROVISIONS**

Section 1. No Assignment. This Agreement is personal to each of the parties hereto, and none of the parties may assign or delegate any rights or obligations hereunder.

Section 2. Conflict of Interest. Contractor agrees to decline any offer of work, whether as an independent Contractor or employee, if such work would (a) affect Contractor's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with Contractor's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with Contractor. However, Contractor shall be obligated to notify SBPC and provide full disclosure as to any possible adverse effects

of such work as it relates to Contractor's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with SBPC.

Section 3. Compliance with Laws; Duty to Notify of Wrongdoing. In performing the Services, Contractor shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. Contractor shall be obligated to immediately notify St. Bernard Parish Council in writing of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement.

Section 4. Nonwaiver. The failure of any 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 5. 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 6. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

Section 7. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 8. Time is of the Essence. SBPC and Contractor each acknowledges and agrees that time is of the essence in the performance of this Agreement.

Section 9. Restrictive Covenant So long as this Agreement remains in effect, the Contractor agrees not to provide services for others, without express consent of the Parish, whether or not for compensation, for any matter that involves a conflict of interest with the interests of the Parish. Potential conflicts of interest shall be brought to the attention of the Contractor or the Parish, as appropriate, and resolved to the mutual satisfaction of the Contractor and the Parish

Section 10. Prohibition Against Financial Interest in Agreement. No elected official or employee of SBPC shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of SBPC shall be deemed to be a financial interest of such elected official or employee of SBPC. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by SBPC.

Section 11. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 12. Complete Agreement. Contractor specifically acknowledges that in entering into and accepting this Agreement, Contractor relies solely upon the representations and agreements contained in this Agreement (including attachments hereto) and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

Section 13. Venue The proper venue and jurisdiction for any action or claim with respect to this Agreement or any document delivered pursuant hereto shall be in the 34<sup>th</sup> Judicial District Court for the Parish of St. Bernard, Louisiana.

Section 14. Presumption As both parties have had ample opportunity to review the contract, and procure advice of legal counsel, there shall be no presumption against the drafter of the agreement.

Section 15. Confidentiality Contractor acknowledges that in the course of performing assignments for the Parish, Contractor may be exposed to confidential and trade secret information of the Company. Any confidential information acquired by the Contractor shall not be disclosed by Contractor to others or used for Contractor's own benefit without the prior written consent of the Parish. The obligations of Contractor under this paragraph shall survive termination of the Agreement provided, that Contractor's obligation to keep information which (a) was known to Contractor, as evidenced by his written records, prior to the receipt of the disclosures; or (b) hereinafter becomes generally known to the public through no fault of the Contractor.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

**ST. BERNARD PARISH COUNCIL**

By: \_\_\_\_\_  
**KERRI CALLAIS**  
Councilmember at Large East,  
St. Bernard Parish Council

Date: \_\_\_\_\_

**CONTRACTOR:ROBIN AND ASSOCIATES**

By: \_\_\_\_\_  
**DAN A. ROBIN, JR . Lobbyist**

Date: \_\_\_\_\_