



# St. Bernard Parish Council

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

**#17**

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, MARCH 6, 2018 AT SEVEN O'CLOCK P.M.

On motion of Mr. Luna, seconded by Mrs. Alcon, it was moved to adopt the following resolution:

## RESOLUTION SBPC #1806-03-18

A RESOLUTION TO INVOKE THE "TERMINATION WITHOUT CAUSE" CLAUSE WITHIN THE CONTRACT OF TAUZIN CONSULTANTS, LLC, A FEDERAL LOBBYIST REPRESENTING ST. BERNARD PARISH GOVERNMENT.

WHEREAS, the St. Bernard Parish Council entered into a contract with Tauzin Consultants, LLC as 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 as per Resolution SBPC #1676-01-17, and;

WHEREAS, the aforementioned contract states: "St. Bernard 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." and;

WHEREAS, this council is desirous to invoke the said clause.

NOW THEREFORE BE IT RESOLVED, the St. Bernard Parish Council the Governing Authority, does hereby invoke the "Termination without Cause" clause within the contract of Tauzin Consultants, LLC the current federal lobbyist for St. Bernard Parish Government.

BE IT FURTHER RESOLVED, the Council Chair is directed to immediately send the written notice of termination.

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

**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



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**Kerri Callais**  
Councilmember  
at Large

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March 6, 2018

**Richard "Richie" Lewis**  
Councilmember  
at Large

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

**Gillis McCloskey**  
Councilmember  
District A

**NAYS:** None

**Nathan Gorbaty**  
Councilmember  
District B

**ABSENT:** None

**Howard Luna**  
Councilmember  
District C

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

And the motion was declared **adopted** on the 6<sup>th</sup> day of March, 2018.

**Wanda Alcon**  
Councilmember  
District D

**Manuel "Monty"  
Montelongo III**  
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, March 6, 2018.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 6<sup>th</sup> day of March, 2018.

ROXANNE ADAMS  
CLERK OF COUNCIL



# *St. Bernard Parish Council*

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**#11**

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 3, 2017 AT SEVEN O'CLOCK P.M.

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

## **RESOLUTION SBPC #1676-01-17**

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, Callais

NAYS: None

ABSENT: None

**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*



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Extract #11 continued  
January 3, 2017

**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, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 3<sup>rd</sup> day of January, 2017.

## 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 3, 2017

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 3<sup>rd</sup> day of January, 2017.

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 Tausin Consultants, LLC, (herein called "Consultant").

In consideration of the mutual promises and covenants set forth herein, St. Bernard Parish Council 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), other transportation and infrastructure needs, and interest in the anticipated 2017 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. All other request or interest shall be brought to and handled by Tausin Consultants LLC on a case by case basis.
- (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.
- (2) St. Bernard 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.



- (3) St. Bernard 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 St. Bernard elects to terminate for convenience, St. Bernard 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.

### 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 Parish 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

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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   
Richard Lewis  
Council Chair

DATED 1/6/17

DATED 1-10-17