SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – WEST (SLFPA – W)

**NOTICE OF PUBLIC MEETING**

SLFPA – W Office - Board Room

7001 River Road, Marrero, Louisiana 70072

Regular Meeting

Monday, March 18, 2013 – 5:30 PM

**AGENDA**

1. Call to Order – President
2. Roll Call – Secretary
3. Pledge of Allegiance
4. Motion to accept and approve the minutes of the February 18, 2013 meeting.
5. Agenda Amendments – Commissioners
6. Affirmation of Agenda – Commissioners
7. Public Comments (Limited to 2 minutes per person)
8. Public Hearing – Fiscal Year 2013-2014 Adopted Budget
   1. Motion to approve the budget for the Southeast Louisiana Flood Protection Authority – West and its member districts for the fiscal year ending June 30, 2014.
9. Regional Director’s Report – Mr. Miserendino
10. Committee and Organizational Reports:
11. Mr. Dauphin – Finance, Administration, Legal & Public Information
12. Mr. Viera – Technical, Operations and Maintenance
13. Ms. Maclay – ALBL
14. Motions and Resolutions:
15. Motion by Mr. Dauphin to approve bills for payment and accept financial statements as submitted for the Southeast Louisiana Flood Protection Authority – West and its member districts.
16. Motion by Mr. Dauphin to amend and re-enact a Grievance Policy for the Southeast Louisiana Flood Protection Authority – West and its member districts, according to the rules of the Department of State Civil Service.
17. Motion by Mr. Dauphin to authorize the President to negotiate a two year contract to provide services for slope mowing with C. Bud Taulli Construction, Inc. at an amount not to exceed $25,000.00 per year, and to further authorize the President to execute any contracts, agreements and documents to carry out the intent of this action.
18. Motion by Mr. Dauphin to ratify and approve the FALPI Committee’s decision to execute a contract to engage the Colvin Firm, A.P.L.C. to advise and represent the Southeast Louisiana Flood Protection Authority – West and its member districts in a claim for recovery of civil damages against one or more of the following entities: BP Exploration & Production, Inc.; Transocean, Ltd.; Anadarko Petroleum Corporation;

Moex Offshore 2007 LLC; Anadarko E&P Company LP; BP, PLC; BP Products North America, Inc.; BP America, Inc.; Halliburton Energy Service, Inc.; Cameron International Corporation f/k/a Cooper-Cameron Corporation; Swaco, A Division of M-I L.L.C.; and any other responsible parties, arising from the damages in any way related to the explosion and sinking of the MODU DEEPWATER HORIZON in April 2010 and the Moratorium on drilling that followed. Further to ratify and approve the attorney fee contained in said contract as follows:

‘The attorney fees in this matter shall be 20% of the gross amount of any awards, recovery, settlement, judgment or payment received plus all costs. If the court awards attorney fees or the defendant or defendants agree to pay attorney fees, then the contingency fee of 20% shall be reduced by that amount. All attorney fees and any awards of attorney fees shall be the property of the attorney.

In connection with Attorneys’ representation of Client, Attorneys anticipate that certain expenses may be incurred and advanced on behalf of Client. Client agrees that these expenses include, but are not limited to, the following: filing fees; recording costs; court costs; deposition costs; expert witness fees; professional legal staff; transcript costs; witness fees; copy costs; photographic, electronic, or digital evidence production; investigation fees; travel expenses; computer legal research charges; long distance telephone service expenses; postage charges; copying charges; mileage; outside courier service charges; travel expenses; and other case-specific expenses directly related to the representation of Client with respect to the claim. In addition to Attorneys’ fees for legal services, Client agrees to pay Attorneys for such out-of-pocket expenditures out of the recovery. These costs will be deducted from any recovery after Attorneys have deducted their fee as set forth in Paragraph II. Notwithstanding the above, if Client determines that it is in its best interest to join with other similarly situated parties in a cost sharing arrangement, the Client agrees to directly pay such costs when they are incurred.”

The engagement of the Colvin Law Firm, A.P.L.C. was necessary due to the specialized nature of litigation of claims relating to the explosion and sinking of the MODU DEEPWATER HORIZON, and the Southeast Louisiana Flood Protection Authority – West’s lack of prior experience in this area of law. Due to this required specialized experience, a real necessity existed for the retention of the Colvin Law Firm, A.P.L.C. as outside counsel for the claims outlined herein.

1. Set time and place of the next meeting:

SLFPA – W Office - Board Room

7001 River Road

Marrero, Louisiana 70072

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Janis Rogers

(Name of Authorized Person)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SLFPA-W

(Name of Taxing District)

7001 River Road, Marrero, LA 70072

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(504) 340-0318

(Telephone Number)

Monday, April 15, 2013

5:30 PM – 7:30 PM

1. Adjournment

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Janis Rogers

(Name of Authorized Person)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SLFPA-W

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