

FACT SHEET

<u>TITLE</u> A RESOLUTION AUTHORIZING THE CONTINUATION OF THE EMPLOYMENT OF SPECIAL LEGAL COUNSEL TO PROVIDE LEGAL ADVICE, COUNSEL AND REPRESENTATION TO THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	<u>DATE</u> December 8, 2020	<u>ORIGINATING DEPARTMENT</u> Office of the City Attorney <u>COUNCIL DISTRICT</u> City-wide <u>SPONSOR</u>
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BACKGROUND INFORMATION

The City of Shreveport desires to continue to engage the services of Edwin Byrd, Joseph Woodley and David Cromwell, Attorneys at Law with the Law Firm of Pettiette, Armand, Dunkelman, Woodley, Byrd and Cromwell, LLP to serve as outside legal counsel to the City of Shreveport to represent the interests of the City, including its elected officials and employees in claims and lawsuits involving personal injury, workers' compensation, general liability and other legal matters as may be assigned to the law firm from time to time throughout the term of this Agreement. The law firm will be compensated at a rate of \$125.00 per hour, plus expenses.

<u>TIMETABLE</u> Introduction: December 8, 2020 Final Passage: January 12, 2020	<u>ATTACHMENTS</u> Exhibit A – Retainer Agreement
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<u>SPECIAL PROCEDURAL REQUIREMENTS</u> None	
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<u>FINANCES</u> \$125.00 per hour, billed on an hourly basis	<u>SOURCE OF FUNDS</u>
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<u>ALTERNATIVES</u> 1. Adopt the resolution as submitted, or 2. Amend the resolution; then adopt, or 3. Reject the resolution.	
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RECOMMENDATION
The Office of the City Attorney, recommends adoption of the resolution.

FACT SHEET PREPARED BY: Thea R. Scott, Assistant City Attorney

RESOLUTION NO. ____ OF 2020

A RESOLUTION AUTHORIZING THE CONTINUATION OF THE EMPLOYMENT OF SPECIAL LEGAL COUNSEL TO PROVIDE LEGAL ADVICE, COUNSEL AND REPRESENTATION TO THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

WHEREAS, the City of Shreveport desires to retain the services of The Law Office of Pettiette, Armand, Dunkelman, Woodley, Byrd and Cromwell, LLP (Edwin Byrd, Joseph Woodley and David Cromwell) to represent the interests of the City, including its elected officials and employees in claims and lawsuits involving personal injury, workers' compensation, general liability and other legal matters as may be assigned to the law firm at a rate of \$125.00 per hour; and

WHEREAS, pursuant to Section 8.03 of the City Charter, the City Attorney recommends that the firm be retained for these purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a retainer agreement with The Law Office of Pettiette, Armand, Dunkelman, Woodley, Byrd and Cromwell, LLP (Edwin Byrd, Joseph Woodley and David Cromwell) to represent the interests of the City, including its elected officials and employees in claims and lawsuits involving personal injury, workers' compensation, general liability and other legal matters, substantially in accordance with the terms and conditions of the draft thereof which was filed for public inspection, together with the original copy of this resolution in the office of the Clerk of Council on December 8, 2020.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of is resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared to be severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RETAINER AGREEMENT

THIS AGREEMENT, is entered into on this _____ day of _____ 2020, by and between the City of Shreveport (hereinafter "City"), a duly organized Louisiana municipal corporation represented herein by Adrian Perkins, Mayor, duly authorized to act herein pursuant to authority contained in Resolution No _____ of 2020 a copy of which is attached hereto and made a part hereof and Pettiette, Armand, Dunkelman, Woodley, Byrd and Cromwell, LLP (Edwin Byrd, Joseph Woodley and David Cromwell).

WITNESSETH

WHEREAS, the City of Shreveport to retain the services of Pettiette, Armand, Dunkelman, Woodley, Byrd and Cromwell, LLP (hereinafter "Firm") (Edwin Byrd, Joseph Woodley and David Cromwell) as outside legal counsel to represent the interests of the City, including its elected officials and employees in claims and lawsuits involving personal injury, workers' compensation, general liability and other legal matters; and

WHEREAS, the Firm desires to accept such engagement.

IT IS THEREFORE AGREED between City and the Firm that:

The Firm will provide legal advice, counsel and representation to the City of Shreveport including its elected officials and employees in claims and lawsuits involving personal injury, workers' compensation, general liability and other legal matters as may be requested from time to time by the City Attorney.

In consideration of performing the said services and advancing necessary costs and expenses required to fulfill their responsibilities, it is hereby agreed that the Firm shall be compensated as follows:

Edwin Byrd, Joseph Woodley and David Cromwell—\$125.00 per hour

Compensation for other staff shall be as determined by the mutual agreement of the parties hereto.

In addition to any fees earned, the Firm shall receive and recover the amount of all costs, disbursements and expenses incurred by the Firm in fulfilling his obligations hereunder, including reasonable out of pocket expenses incurred for approved out of town travel in accordance with the standards and at the rates approved by the City.

Subject to the prior written approval of the City Attorney, the Firm shall be authorized to Retain outside experts or consultants, the services of which are necessary to aid the Firm in fulfilling its obligations and responsibilities to City hereunder.

The Firm agrees that at no time shall they or any Partner, Associate or employee thereof, utilize against the City, its officers, employees and agents, in litigation or otherwise, information of any nature or kind obtained directly or indirectly from or as a consequence of its representation of City.

This Agreement may be terminated in whole or in part by either party at any time by notifying the other in writing at least thirty (30) days prior to the effective date of such termination.

The parties expressly acknowledge and agree that in entering into this Agreement, that no party shall be liable to the other for any benefits or coverages as provided by the Workmen's Compensation Law of the State of Louisiana, and further that under the provisions of LSA-R.S. 23:1034, person employed by either party to this Agreement shall be considered an employee of the other party to this Agreement.

This Agreement shall be reasonably construed and substantial compliance with its terms, conditions and obligations are hereby intended, unless the context or a literal compliance requires otherwise. Whenever approval or consent is herein required by either party to this Agreement, the same shall not be unreasonably or arbitrarily withheld.

No failure of either party to this Agreement to exercise any power or right given hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions and to this end the Agreement is hereby declared severable.

This Agreement shall constitute the entire agreement between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of _____, 20____.

WITNESSES:

CITY OF SHREVEPORT

Print: _____

BY: ADRIAN PERKINS, MAYOR

Print: _____

WITNESSES:

PETTIETTE, ARMAND, DUNKELMAN,
WOODLEY, BYRD AND CROMWELL, LLP

Print: _____

BY: _____

Print: _____

Title: _____