
ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.	SPONSOR OR COUNCIL MEMBER
A RESOLUTION AUTHORIZING THE EMPLOYMENT OF LEGAL COUNSEL TO REPRESENT THE MUNICIPAL FIRE AND POLICE CIVIL SERVICE BOARD OF THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	08/04/2021	OFFICE OF THE CITY ATTORNEY	

PURPOSE

To authorize the Mayor to execute a retainer agreement, on behalf of the Municipal Fire and Police Civil Service Board of the City of Shreveport ("Board"), with The Law Office of Lori C. Graham to provide legal representation to the Board in connection with civil service matters.

BACKGROUND INFORMATION

The City, on behalf of the Board, desires to retain the services of The Law Office of Lori C. Graham, to provide legal representation to the Board at an hourly rate of \$125 per hour, not to exceed \$2,500.00 per month without prior approval of the City Attorney, plus expenses.

TIMETABLE

Introduction: August 10, 2021
Final Passage: August 24, 2021

SPECIAL PROCEDURAL REQUIREMENTS

FINANCES

The attorney would be compensation at an hourly rate of \$125.00 per hour, not to exceed \$2,500.00 per month without prior approval of the City Attorney, plus expenses.

SOURCE OF FUNDS**RECOMMENDATION**

Adopt the resolution as presented

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

RESOLUTION NO. _____ OF 2021

A RESOLUTION AUTHORIZING THE EMPLOYMENT OF LEGAL COUNSEL TO REPRESENT THE MUNICIPAL FIRE AND POLICE CIVIL SERVICE BOARD OF THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

WHEREAS, the City of Shreveport ("City") desires to retain the services of outside legal counsel to provide representation to the Municipal Fire and Police Civil Service Board of the City of Shreveport ("Board"); and

WHEREAS, pursuant to Section 8.03 of the City Charter, the City Attorney recommends that The Law Office of Lori C. Graham (Lori C. Graham), be retained for the purpose of such representation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor, for and on behalf of the Board, is hereby authorized to execute a retainer agreement with The Law Office of Lori C. Graham, 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 August 10, 2021.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held to be invalid, such invalidity shall not affect other provisions, items or applications of this 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:

Office of the City Attorney

RETAINER AGREEMENT

This AGREEMENT is entered into on this _____ day of _____ 20_____, by and between the City of Shreveport (hereinafter "City"), represented herein by Mayor Adrian Perkins, and The Law Office of Attorney Lori C. Graham (hereinafter "Attorney").

WITNESSETH

WHEREAS, City desires, on behalf of the Municipal Fire and Civil Service Board of the City of Shreveport ("Board") to retain the services of outside legal counsel to represent the Board; and

WHEREAS, Attorney desires to provide such representation to the Board;

IT IS THEREFORE AGREED between City and Attorney, that:

Attorney will render the legal services described above and as may be supplemented from time to time by the City Attorney.

In consideration of performing the said legal services and advancing necessary costs and expenses required to fulfill this responsibility, it is hereby agreed that Attorney shall be paid at the rate of One-Hundred Twenty-Five Dollars (\$125.00) per hour, not to exceed \$2,500.00 per month, without prior approval of the City Attorney.

Attorney shall receive and recover in addition to any fees earned, the amount of all costs, disbursements, and expenses incurred by Attorney in fulfilling the obligations contained herein, and, subject to prior approval by the City Attorney, reasonable out-of-pocket expenses incurred for out of town travel in accordance with the standards and at the rates approved by the City.

Attorney shall be authorized, after consideration with and approval by the City Attorney, to retain any outside experts or consultants, the services of which are necessary to the said Attorney in fulfilling his responsibilities, as may be reasonably necessary.

The Attorney agrees that they shall not utilize against the Board or the City of Shreveport, its officers, employees and agents, in litigation or otherwise, information of any nature or kind obtained directly or indirectly from this representation.

This Agreement may be canceled in whole or in part by either party at any time by notifying the other in writing, in which case, Attorney shall be compensated for all services and expenses rendered through the date of cancellation.

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

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, the same shall not be unreasonable or arbitrarily withheld.

No failure of either party 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 rights 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of _____, 2020.

WITNESSES:

CITY OF SHREVEPORT

BY: _____
ADRIAN PERKINS, MAYOR

WITNESSES:

BY: _____
LORI C. GRAHAM