

TITLE	DATE	ORIGINATING DEPT./DIV. SPONSOR OR COUNCIL MEMBER
A RESOLUTION AUTHORIZING THE EMPLOYMENT OF SPECIAL LEGAL COUNSEL TO REPRESENT THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	1/5/22	OFFICE OF THE CITY ATTORNEY

PURPOSE

To authorize the Mayor to execute a retainer agreement with Michael Busada, Attorney at Law, with the law firm of Butler Snow LLP, to provide legal advice, counsel and representation to the City of Shreveport (“City”) on matters involving real estate and economic development including, but not limited to special taxing districts.

This Ordinance will have direct impact on Council District: **All**

BACKGROUND INFORMATION

The City desires to retain the services of Michael Busada, to provide legal advice, counsel and representation to the City on matters of real estate and economic development, from time to time throughout this Agreement. Michael Busada will be compensated at an hourly rate of \$150.00, plus expenses.

TIMETABLE

Introduction: **January 11, 2022**

Final Passage: **January 25, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

SOURCE OF FUNDS

The attorney will be compensated at an hourly rate of \$150.00, plus expenses

CONCLUSION

FACT SHEET PREPARED BY: Danielle N. Brown, Deputy Chief of Litigation

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE EMPLOYMENT OF SPECIAL LEGAL COUNSEL TO REPRESENT THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of Shreveport (“City”) is involved in matters related to real estate and economic development; and

WHEREAS, the City desires to retain Michael Busada, Attorney at Law, to provide legal advice, counsel and representation in connection with matters related to real estate and economic development at an hourly rate of \$150.00, plus expenses; and

WHEREAS, the Office of the City Attorney recommends the employment of such special legal counsel to advise, counsel and represent the City in these matters pursuant to Section 8.03 of the City Charter.

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 Michael Busada, Attorney at Law, to advise, counsel and represent the City of Shreveport in connection with real estate and/or economic development 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 January 11, 2022.

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 application 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:

City Attorney’s Office

RETAINER AGREEMENT

THIS AGREEMENT, is entered into on this _____ day of _____ 2022, by and between the City of Shreveport, 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 2022 a copy of which is attached hereto and made a part of hereof and Michael Busada.

WITNESSETH

WHEREAS, the City is to retain the services of Michael Busada as outside counsel to provide legal advice, counsel and representation in connection with matters related to real estate and economic development.

WHEREAS, Michael Busada desires to accept such engagement.

IT IS THEREFORE AGREED between the City of Shreveport and Michael Busada that:

Michael Busada will provide legal advice, counsel, and representation to the City of Shreveport in connection with matters related to real estate and economic development as requested by from time to time by the City Attorney.

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

Michael Busada ---- \$150.00 per hour

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

In addition to any fees earned, Michael Busada shall receive and recover the amount of all costs, disbursement and expenses incurred 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 of Shreveport.

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

Michael Busada agrees that at no time shall he or any Partner, Associate or employee associated with any firm to which he is associated, with will utilize against the City of Shreveport, 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 of Shreveport.

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 coverage 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 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 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)