### **FACT SHEET**

TITLE	DATE	ORIGINATING DEPARTMENT
A RESOLUTION AUTHORIZING	MAY 28, 2013	OFFICE OF THE CITY ATTORNEY
THE EXECUTION		
OF A RETAINER		
AGREEMENT WITH		
RONALD F. LATTIER, ATTORNEY AT LAW;		
RATIFYING ANY/ALL		
WORK PREVIOUSLY		
PERFORMED; AND		
TO OTHERWISE		<b>SPONSOR</b>
PROVIDE WITH		CANE
RESPECT THERETO.		SAME

## **PURPOSE**

To authorize the execution of a retainer agreement with Ronald F. Lattier, Attorney at Law; to ratify any/all work previously performed; and to otherwise provide with respect thereto.

### **BACKGROUND INFORMATION**

Beginning in December, 1997, the City of Shreveport has executed a number of retainer agreements with Ronald F. Lattier, Attorney at Law, to serve as outside legal counsel. These agreements provide for representing the interests of the City of Shreveport and its officers and employees in claims and lawsuits involving personal injury and workers' compensation claim at a rate of \$115.00 per hour. The attorney has been requested and is currently representing the City of Shreveport and its officers and employees in claims and/or lawsuits involving general liability matters for which no prior approval has been obtained from the City Council. This resolution would authorize a retainer agreement with Ronald F. Lattier, Attorney at Law, to provide representation of the City of Shreveport and its officers and employees in claims and lawsuits involving personal injury, workers' compensation and general liability matters at a rate of \$115.00 per hour and to ratify any/all work regarding general liability matters previously performed.

#### **TIMETABLE**

Introduction - May 28, 2013 Final Passage - June 11, 2013

# **DISCUSSION**

None

# **ALTERNATIVES**

- 1. Adopt the resolution as submitted.
- 2. Amend the resolution.
- 3. Deny the resolution.

# **CONCLUSION**

Alternative number 1 is recommended.

FACT SHEET PREPARED BY: Terri Anderson-Scott

City Attorney

# RESOLUTION NO. \_\_\_\_\_ OF 2013

A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH RONALD F. LATTIER, ATTORNEY AT LAW; RATIFYING ANY/ALL WORK PREVIOUSLY PERFORMED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY:

WHEREAS, since 1997, the City of Shreveport has executed a number of retainer agreements with Ronald F. Lattier, Attorney at Law, to serve as outside legal counsel; and

WHEREAS, these agreements provide for representing the interests of the City of Shreveport and its officers and employees in claims and lawsuits involving personal injury and workers' compensation claim at a rate of \$115.00 per hour; and

WHEREAS, the attorney has been requested and is currently representing the City of Shreveport and its officers and employees in claims and/or lawsuits involving general liability matters for which no prior approval has been obtained from the City Council.

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 Ronald F. Lattier, Attorney at Law, 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 May 28, 2013.

BE IT FURTHER RESOLVED that any and all work regarding general liability matters previously performed by the said attorney is hereby ratified.

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 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 severable.

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

APPROVED AS TO LEGA	AL FORM
City Attorney's Office	<del></del>

#### RETAINER AGREEMENT

THIS AGREEMENT, is entered into on this day of
2013, by and between the City of Shreveport (hereinafter "City"), a duly organized Louisian
municipal corporation represented herein by Cedric B. Glover, Mayor, duly authorized to ac
herein pursuant to authority contained in Resolution No of 2013, a copy of which i
attached hereto and made a part hereof and Ronald F. Lattier, Attorney at Law, (hereinafte
"Attorney").

#### WITNESSETH

WHEREAS, it is the desire of the City of Shreveport to retain the services of outside legal counsel to represent the interests of the City of Shreveport and its employees, agents, and representatives in claims and lawsuits involving personal injury, workers' compensation and general liability matters.

## 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 Fifteen Dollars (\$115.00) per hour.

Attorney shall receive or recover in addition to any fees earned, the amount of all costs, disbursements, and expenses incurred by Attorney in fulfilling the obligations contained herein, including 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 consultation with 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.

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

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 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 Workers' Compensation Law of the State of Louisiana, and further 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 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.

day of		ve hereunto set their hands on this
WITNESSES:		CITY OF SHREVEPORT
	BY:	CEDRIC B. GLOVER, MAYOR
	_	
WITNESSES		
	-	RONALD F. LATTIER, ATTORNEY AT LAW