

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 7383AA

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: MR. AIREY

PROVIDED BY: COUNCIL STAFF

INTRODUCED BY: MR. CANULETTE

SECONDED BY: MS. TANNER

ON THE 23RD DAY OF AUGUST, 2023

ORDINANCE TO APPOINT OUTSIDE COUNSEL FOR ST. TAMMANY PARISH COUNCIL IN THE MATTER OF MILITARY ROAD REVITALIZATION COMPANY, LLC V. ST. TAMMANY PARISH GOVERNMENT.

WHEREAS, by Order of Judge Burris, Chief Judge, Twenty-Second Judicial District Court for the Parish of St. Tammany, on August 16, 2023, the District Attorney's office has been disqualified from representing St. Tammany Parish Government in the litigation styled *Military Road Revitalization Company, LLC v. St. Tammany Parish Government*, Docket No. 2023-13320, 22nd Judicial District Court, Parish of St. Tammany filed on June 30, 2023; and

WHEREAS, Ross F. Lagarde APLC, was previously appointed by Resolution to represent St. Tammany Parish Government in this litigation and by Order of Judge Burris on August 16, 2023, the Court found that outside counsel must be appointed by Ordinance; and

WHEREAS, numerous allegations in the above referenced litigation pertain to the Parish Council and at this time the Parish Council has no legal representation; and

WHEREAS, according to the St. Tammany Parish Home Rule Charter, Sec. 4-03, outside legal counsel shall be retained by written contract for a specific purpose; and

WHEREAS, Ross Lagarde APLC has provided the attached written contract and agrees to be compensated at rates approved by the Attorney General.

THE PARISH OF ST. TAMMANY HEAREBY ORDAINS: that the St. Tammany Parish Council approves the written contract (attached) for the hiring of outside legal counsel to prosecute and defend the St. Tammany Parish Council in the matter of *Military Road Revitalization Company, LLC v. St. Tammany Parish Government*, Docket No. 2023-13320, 22nd Judicial District Court, Parish of St. Tammany and any new legal matters related thereto. Counsel to be compensated in accordance with the published rates approved by the Louisiana Attorney General's Office. This appointment includes the authority to retain any specialized legal counsel, assistants, expert witnesses or professionals necessary to represent the best interest of St. Tammany Parish Council.

BE IT FURTHER ORDAINED: that Ross F. Lagarde APLC be hired to represent St. Tammany Parish Council for all actions necessary and related to the issues raised herein.

REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provisions of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of the Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective immediately upon adoption.

MOVED FOR ADOPTION BY: _____

SECONDED BY: _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 30TH DAY OF AUGUST, 2023; AND BECOMES ORDINANCE COUNCIL SERIES NO. 23-_____.

JACOB "JAKE" AIREY, COUNCIL CHAIR

ATTEST:

KATRINA L. BUCKLEY, COUNCIL CLERK

MICHAEL B. COOPER, PARISH PRESIDENT

Published Introduction: AUGUST 23, 2023

Published Adoption: _____, 2023

Delivered to Parish President: _____, 2023 at _____

Returned to Council Clerk: _____, 2023 at _____



PERSONAL INJURY & BUSINESS LITIGATION

LAGARDE LAW

Licensed in Alabama, Louisiana, Mississippi, Texas

Ross F. Lagarde
Jeffrey G. Lagarde
Alexander L.H. Reed

2345 Gause Blvd East • Slidell, LA 70461

PLEASE REPLY TO SLIDELL

421 N. Florida St. • Covington, LA 70433

August 23, 2023

VIA Email (gcampo@stpgov.org)

St. Tammany Parish Council
21490 Koop Drive
Building A
Mandeville, Louisiana 70471

Re: Military Road Revitalization Company LLC
v. St. Tammany Parish Government
22nd JDC 2023-13320 Div. "E"

Dear Ms. Campo:

We appreciate being asked to represent you in connection with the case matter entitled *Military Road Revitalization Company LLC v. St. Tammany Parish Government*, 22nd JDC 2023-13320 Div. "E" and any and all other related litigation in state or federal courts. As part of our regular business practice, we send engagement letters like this in order to confirm the representation and to set forth the role and responsibilities of both the law firm and the client.

Client:

The client for this engagement is St. Tammany Parish Council. This engagement does not create an attorney-client relationship with any other persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, and/or members. This engagement does not create an attorney-client relationship with any person or entity other than the client, notwithstanding that such person or entity might pay or fund the payment of invoices.

Scope of Engagement:

As your counsel, we will represent you in connection with the case matter entitled *Military Road Revitalization Company LLC v. St. Tammany Parish Government*, 22nd JDC 2023-13320 Div. "E" and any and all other related litigation in state or federal courts. This engagement will include only the matter described in this paragraph and any additional matters that are made part of the engagement by written supplement to this letter.

We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. We recognize that we shall be disqualified from representing any other client (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnish to us could be used to your disadvantage. You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with yours, in litigation, business transactions, or other legal matters. You agree that our representing you in this matter will not, except where we would be disqualified as set forth above, prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations.

Professional Fees:

Ross F. Lagarde, Jeffrey G. Lagarde and Alexander L.H. Reed will be primarily responsible for the supervision of this matter. Other lawyers, paralegals and firm personnel, however, may become involved when appropriate.

You agree to pay us our hourly rates for all Billable Time incurred by our professionals who work on the matter. Billing rates of our professionals vary according to experience. The billing rates are as follows:

Ross F. Lagarde	\$225.00
Jeffrey Lagarde	\$225.00
Alexander Reed	\$150.00

In an effort to reduce overall legal costs, we utilize paralegal and firm personnel wherever appropriate. Our paralegal hourly rate is \$60.00. These hourly rates are subject to change, and each bill will reflect the hourly rates in effect at the time the services are provided.

Billable Time includes all time spent on the representation, including but not limited to legal and other research; drafting/reading e-mail, letters, pleadings, and documents; telephone calls; consultations and conference with client, witnesses, court personnel, and other persons; settlement negotiations; pre-trial preparation; discovery; fact investigation; reviewing materials; travel time; and court appearances. All Billable Time will be billed in increments of one-tenth of an hour.

Costs:

In addition to our fees, you are responsible for all costs. "Costs," as used herein include but are not limited to: photocopying (.25 cents per), postage, UPS or other delivery charges, medical records, medical treatment fees, computer legal research service charges (e.g. LexisNexis), deposition costs and fees, transcript costs, witness fees, expert fees, subpoena costs, filing fees and other court costs, recordation fees, Sheriff's and service fees, travel expenses [including, but not limited to, air fare, lodging, mileage (based on the rate set by the Internal Revenue Service),

automobile rental charges, and meals], investigation fees, courier fees, trial consultants costs, mediation fees, trial exhibit costs, photographic, electronic or digital evidence production, and other charges for items incident to the performance of our legal services. We may advance such costs, or you may be required to pay certain expenses directly.

Bills:

We will prepare and send to you detailed bills on a monthly basis. All bills are payable upon receipt. If a bill is not paid within thirty (30) days of receipt, you will be charged simple interest at the rate of one percent (1%) per month on all overdue balances.

Advance Deposit:

You have agreed to provide a check in the amount of \$ 00.00 which will be held in trust as an advance deposit. Your failure to pay the advance deposit shall constitute good cause for us to terminate this agreement and to withdraw from any further representation of you. The advance deposit is neither the total fee nor an estimate of the total fee. Your advance deposit will not earn interest. We reserve the right to apply all or any portion of the advance deposit to any outstanding bill at any time. You will be called upon to replenish the advance deposit when the balance remaining is less than \$1,500.00. Failure to provide additional funds upon demand shall be grounds for termination of this agreement and we may withdraw from this matter.

No Guarantees:

We will provide diligent efforts to achieve a result that is satisfactory to you. However, since the outcome of any litigation is subject to the vagaries and risks inherent in the litigation process and the law, it is understood that we have made no promises or guarantees to you concerning the outcome and cannot do so. During the course of representation, we may provide you with candid advice and professional predictions regarding how the matter may be resolved. In doing so, we make no guarantee regarding the outcome of the matter.

Further, we have made no guarantees whatsoever as to the total professional fees and costs incurred in this representation. We may make good-faith estimates regarding professional fees and costs, but they are in no way binding.

Cooperation:

In order to enable us to effectively render the legal services contemplated, you agree to disclose fully and accurately all facts and keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us. You agree to cooperate fully with us and make yourself available to attend meetings, discovery proceedings and conferences, hearings, trials and other events or proceedings. We will attempt to schedule depositions, hearings, etc., to serve your convenience

and the convenience of your representatives, but it is the nature of litigation and other legal matters that such schedules are often not within our control.

Document Retention:

During your continued involvement in this litigation, it is important that none of the evidence pertaining to the case is inadvertently destroyed. The destruction of evidence can create spoliation of evidence problems. As a precaution, we therefore suggest that you adhere to the attached document retention policy.

Client File:

We will maintain any documents you furnish in your client file for this matter. We may scan and store your files in electronic format and may destroy all hard-copy (paper) files given to or received by us immediately after scanning. At the conclusion of our representation, you will advise us as to which, if any, of the documents you wish returned to you. We will retain any remaining documents in our files for a period of two years. We then will destroy these documents without further notice to you.

Withdrawal or Termination:

This engagement and our attorney client relationship will be terminated when we have completed the services in the matters covered by this engagement letter and any written supplement to this engagement letter. This engagement will end regardless of whether we have been paid in full or whether we have yet delivered all completed work product to you. If you later retain us to perform further or additional services, our attorney-client relationship will be established by another engagement letter.

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstance that require or allow us to withdraw from representing a client, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflicts of interests with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal for any reason, you will take all steps necessary to free us of any obligation to perform further services or to incur any further charges, including the execution of any necessary documents to complete our withdrawal and we will be entitled to be paid for all services rendered and other charges incurred on your behalf to the date of withdrawal.

Arbitration of all Lawyer-Client Disputes:

Any dispute, controversy, or claim that may arise between you and the firm (or any individual attorneys in the firm) shall be resolved by an arbitrator appointed by the parties applying the American Arbitration Association's Commercial Arbitration Rules, Expedited Procedures, effective at the time of the dispute. Furthermore, any award rendered by any arbitrator may be entered in any court having jurisdiction thereof. The parties hereby agree to arbitrate the following:

- i. **Disputes Regarding Fees, Costs, and Other Compensation.** All disputes relating to Costs, Fees, compensation, or remuneration to us, including but not limited to, disputes arising under the law of contract, unjust enrichment, restitution and/or quantum merit.

- ii. **All Other Disputes Involving Our Legal Services to You.** All other disputes involving our legal services to you, including but not limited to those arising under the law of tort, contract, restitution and/or legal malpractice.

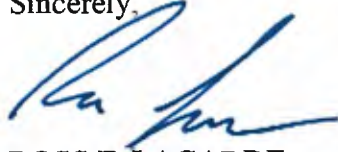
The non-prevailing party shall pay all Costs incurred by the prevailing party. In addition, the non-prevailing party shall pay the prevailing party for all billable time incurred in connection with arbitration and with enforcement of any arbitration award, whether such billable time is incurred by us, by you, or by a lawyer or a law firm retained by the prevailing party.

Arbitration proceedings are ways to resolve disputes without use of the court system. You understand that in agreeing to arbitrate, you are expressly waiving your right to file any lawsuit in court, to any trial by a judge or jury, and to appeal the decision rendered by the arbitrator. These are important rights that should not be given up without careful consideration. You also understand that arbitration does not allow the same broad discovery under the Louisiana Code of Civil Procedure and the Federal Rules of Civil Procedure, and that arbitration may involve substantial up-front costs compared to litigation. You understand that this paragraph does not prospectively limit our liability to you in any way, nor does it impinge upon your right to make a disciplinary complaint to the proper authorities. You are advised of the desirability of seeking and are given opportunity to seek, the advice of independent legal counsel regarding this arbitration provision. To provide such opportunity, this paragraph shall not be effective until thirty (30) days after signing. If you do not wish this paragraph to become effective, you shall, within this thirty-day period, provide written notice to us, via certified United States mail, return receipt requested.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, then please so indicate by executing this engagement letter in the space provided below and returning it to me.

Please let me know any questions you might have. I will be happy to discuss them with you at your convenience. Thank you again for this opportunity to represent you. We look forward to working with you on this matter.

Sincerely,



ROSS F. LAGARDE

Please sign below to acknowledge your acceptance of the above-described terms:

By: _____ Date _____
Gina Campo
On behalf of St. Tammany Parish Council

PLEASE INDICATE YOUR PREFERENCE OF METHOD OF COMMUNICATION:

In an effort to avoid the waste and added cost of paper communications, I hereby authorize Attorney to communicate with me solely by email in all respects. I am providing Attorney with a valid e-mail address that I regularly monitor and will advise Attorney immediately of any changes to my preferred e-mail account.

E-mail address: _____

OR

I prefer to receive communications by mail or fax and acknowledge that the cost of these communications will be billed to me.

Client

DOCUMENT RETENTION POLICY

1. **Documents to be Retained:**

Any and all paper and electronic documents in your possession, custody, or control, including originals, drafts, and multiple copies of any document that relate to this litigation must be retained. They must not be deleted, destroyed, or altered in any way pending further notice. The term “documents” is intended to be all-encompassing and should be construed as broadly as possible to include e-mails and attachments, Word documents, reports, drafts, memos, notes, instant messages, and spreadsheets, regardless of whether that document has been printed out or whether it resides in any electronic medium, including on your home or work computer, the local area network, zip drives, CDs, floppy’s, laptops, PDAs, BlackBerrys, etc. “Documents” also includes voicemails that are relevant to the litigation and currently are saved on your office or personal voicemail system. If you are unsure whether any document should be preserved, you should err on the side of preservation. If you have any questions about the preservation of documents, please contact us immediately.

2. **Timing of Retention:**

Please keep these documents until we let you know that there is no longer a need to retain them. In addition to preserving documents created in the past, please take all necessary steps to ensure that documents discovered or created after you receive this letter are preserved.

3. **Who Must Retain Documents:**

Please circulate these instructions to other personnel and their assistants who may be in possession of documents or information related to the litigation, as well as your local IT personnel to ensure that all relevant documents and backup tapes are preserved.

4. **Manner of Retention:**

- A. All electronic documents should be retained in their native format. This means that they should be retained in the electronic form in which they were created. (For example, a spreadsheet created using Excel and saved on your hard drive should be retained as an .xls file on your hard drive.) You may also print a hard copy to keep in an appropriate file; however, a hard copy is not a replacement for the electronic document. Do not delete any electronically-stored information that is relevant to the litigation.
- B. The hard copies of the documents should be stored in a safe, secure and accessible manner.

- C. Your computer system should be set so that no relevant e-mails, whether sent or received, are deleted.

5. **Compliance:**

Failure to follow this policy could result in possible civil and criminal sanctions. In addition, there could also be an evidentiary presumption that the contents of any lost or deleted documents would be adverse to your position in the litigation.

Please sign below to acknowledge your acceptance of the above-described terms:

By: _____ Date _____
Gina Campo
On behalf of St. Tammany Parish Council