

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL
MEMBER ZUCKERMAN AND SECONDED FOR ADOPTION BY
COUNCIL MEMBER _____**

RESOLUTION NO. 23-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
CONFIRMING THE CITY ATTORNEY'S APPOINTMENT OF SPECIAL LEGAL
COUNSEL**

WHEREAS, under Section 4-02(E) of the Mandeville Home Rule Charter, the City Attorney may seek special legal counsel by written contract and approval of the council;

WHEREAS, the City Attorney Elizabeth Sconzert, in performing her duties prescribed by the Home Rule Charter, has identified and selected James Breaux of the Liskow law firm, who is duly authorized to and licensed to practice law in the Courts of Louisiana, to serve as special legal counsel on behalf of the City of Mandeville in connection with the lawsuit captioned *Woodward Harbor, LLC and LSU Health Foundation New Orleans v. City of Mandeville and Jason Zuckerman, Individually*, pending in the United States District Court, Easter District of Louisiana, bearing civil action number 2:23-cv-05824.

WHEREAS, the City Attorney Elizabeth Sconzert, in performing her duties prescribed by the Home Rule Charter, has identified and selected Thomas Flanagan of the Flanagan Partners law firm, who is duly authorized to and licensed to practice law in the Courts of Louisiana, to serve as special legal counsel on behalf of Jason Zuckerman in connection with the lawsuit captioned *Woodward Harbor, LLC and LSU Health Foundation New Orleans v. City of Mandeville and Jason Zuckerman, Individually*, pending in the United States District Court, Easter District of Louisiana, bearing civil action number 2:23-cv-05824.

WHEREAS, the Mandeville City Council desires to approve the City Attorney's appointment of the foregoing attorneys to serve as special legal counsel and engage their professional services to represent the City of Mandeville and Jason Zuckerman in the aforementioned litigation and any related matter as requested by the City Attorney in accordance with Section 4.02 of the Home Rule Charter.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby confirms and approves the engagement of James Breaux as special counsel for the City of Mandeville and Thomas Flanagan as special counsel for Jason Zuckerman in the lawsuit captioned *Woodward Harbor, LLC and LSU Health Foundation New Orleans v. City of Mandeville and Jason Zuckerman, Individually*, pending in the United States District Court, Eastern District of Louisiana, bearing civil action number 2:23-cv-05824.

BE IT FURTHER RESOLVED that Mayor Clay Madden be authorized and empowered to act on behalf of the City of Mandeville in all matters pertaining to this appointment, including the execution of any and all documents, including professional service contracts.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



James L. Breaux
jlbreaux@liskow.com
D: 504.556.4027

October 12, 2023

City of Mandeville
Attn: Mayor Clay Madden
3102 E. Causeway Approach
Mandeville, LA 70448

Dear Mayor Madden:

Thank you for selecting Liskow & Lewis, A Professional Law Corporation, to represent the City of Mandeville (the "City") in connection with a dispute relating to the proposed Sucette Harbor development. Please allow this letter to memorialize our agreement as to the basic terms of our engagement, which shall be as follows:

I. SCOPE

The scope of representation shall include and shall be limited to representation relating to the complaint by Woodward Harbor, L.L.C. and LSU Health Foundation New Orleans filed in the United States District Court for the Eastern District of Louisiana. We are not being retained to represent the City in any other case or matter. However, if we are so retained in the future, we will supplement this retention agreement as necessary.

II. TERMS OF ENGAGEMENT

This engagement shall commence upon the date of acceptance of this letter. Either party may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. Unless previously terminated, our representation of you with regard to this matter will terminate upon our sending you our final statement for services rendered in this matter at which time the file on this matter will be closed.

We will provide legal counsel and representation, and the City will cooperate with us in all matters relating to the representation, including fully and accurately disclosing to us all facts and documents that may be relevant to the matter or that we may otherwise request. During the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action available to the City, as well as the results that might be anticipated if a particular course of action is chosen. Any such statement is intended to be our expression of professional opinion only based on the information available to us at the time and should not be construed as a promise or guarantee. We do not and cannot guarantee the ultimate outcome of this matter.

III. FEES AND EXPENSES



October 18, 2023

Our fees will be based upon the time devoted to the matter at a billing rate for each attorney and paralegal devoting time to this matter, which are subject to change from time to time. The standard hourly rates for the following shareholders that we anticipate primarily working on this matter have been discounted to the following rates: Paul Adkins \$375.00, James Breaux \$350.00, and Clare Bienvenu \$325.00. We also anticipate utilizing associates at a rate of \$250.00 per hour and paralegals at a rate of \$175 per hour. Further, other attorneys with varying rates may be required to assist with this matter as needed. Our firm may also incur costs in connection with the legal representation, and the City will be responsible for reimbursing us for those costs. Extraordinary cost items such as expert witness fees will be submitted to the City for direct payment. We will secure the City's advance approval for specific cost items exceeding \$500.00. Presently, the course of the matter and the extent of activity necessary to represent the City's interests are not predictable, and we can make no commitment concerning the maximum fees and costs that may be necessary to resolve or complete our representation of the City. We will, of course, make every reasonable effort to keep our legal fees and costs to a minimum, consistent with the need to represent the City competently, ethically, and effectively.

Billing statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due within thirty (30) days of receipt of our statement. We may withdraw from the representation if the City does not fulfill its obligations under this agreement, including payment of our fees and expenses within ninety (90) days, upon reasonable notice to the City and provided that such withdrawal is permitted under applicable standards of professional conduct and/or rules of court.

Again, thank you very much for selecting Liskow & Lewis. It is our privilege to assist you. Please review this letter carefully and, if it meets with the City's approval, sign below and return your signature to us. If you have any questions or concerns, please call James Breaux at (504) 556-4027

Sincerely,

LISKOW & LEWIS, APLC

By: _____
James L. Breaux

AGREED AND ACCEPTED effective as of the _____ day of _____, 2023:

City of Mandeville

By: _____
Clay Madden, Mayor



Thomas M. Flanagan
Direct Dial: (504) 569-0064
tflanagan@flanaganpartners.com
www.flanaganpartners.com

October 18, 2023

Via Email Only

City of Mandeville
c/o Elizabeth S. Sconzert
Blue Williams LLP
1060 W. Causeway Approach
Mandeville, LA 70471

Re: *Woodward Harbor LLC, et al. v. City of Mandeville, et al.*
Our File No. 63428

Dear Elizabeth:

We have been asked to represent Jason Zuckerman in a federal suit brought against him in the United States District Court for the Eastern District of Louisiana. We understand that, subject to certain conditions and limitations, the City of Mandeville ("City") has agreed to pay Mr. Zuckerman's legal fees. We thus write to set for the terms of our engagement.

We bill for our services on an hourly basis. My standard rate for 2023 is \$500/hr. Because a public body is paying us, we are willing to offer steeply discounted rates. My rate for this matter will be \$375/hr. I will be assisted by my partner Anders Holmgren, who will bill at \$310/hr., and by associate Kansas Guidry, whose reduced rate will be \$245/hr. Our paralegals are billed at \$125/hr. Our professional bios are available at www.flanaganpartners.com. Our monthly invoices will include any out-of-pocket costs we may incur on Mr. Zuckerman's behalf, such as filing fees, courier expenses, computer legal-research charges, expert fees, and the like. If the case requires any substantial out-of-pocket expense, we will ask that the City pay that expense directly.

Either party may terminate this engagement for any reason by written notice, subject on our part to the applicable Louisiana Rules of Professional Conduct.

Very truly yours,

Thomas M. Flanagan

TMF:jym

cc: Jason Zuckerman (via email only)

AGREED:

City of Mandeville

By: _____

Its: _____

Date: _____

October 16, 2023

Jason Zuckerman
1354 Villere St.
Mandeville, LA 70448

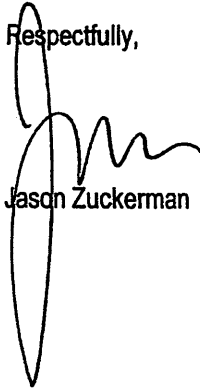
Mayor Clay Madden
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

Dear Mayor Madden,

Please accept this letter as tender of my defense (and any resulting indemnity) under Section 2-6 of the City of Mandeville Code of Ordinances in response to the lawsuit filed against me personally and the City, captioned *Woodward Harbor, LLC and LSU Health Foundation New Orleans v. City of Mandeville and Jason Zuckerman, Individually*, pending in the United States District Court, Eastern District of Louisiana, bearing civil action number 2:23-cv-05824. Pursuant to Section 2-6 (c)(3) of the City of Mandeville Code of Ordinances, this letter shall serve as my "acknowledgment of my duty to reimburse" should I be found liable for any act described in subsection (c) of Section 2-6 and a formal recognition that if any legal action is necessary in order to enforce the reimbursement provision, that I shall also be liable for the reasonable attorneys' fees incurred by the City in enforcing my reimbursement obligation.

I have requested that Thomas Flanagan serve as my attorney in connection with the above captioned lawsuit, and I understand that he will submit the legal invoices directly to the City of Mandeville for approval and payment.

Respectfully,



Jason Zuckerman