

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

RESOLUTION NO. 21-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
CONFIRMING THE CITY ATTORNEY'S APPOINTMENT FOR ASSISTANT
CITY ATTORNEY**

WHEREAS, under Section 4-02(D) of the Mandeville Home Rule Charter, the City Attorney may appoint Assistant City Attorneys;

WHEREAS, the City Attorney Elizabeth Sconzert, in performing her duties prescribed by the Home Rule Charter, has identified and selected Laurie M. Pennison, Esq. who is duly authorized to and licensed to practice law in the Courts of Louisiana to serve as an Assistant City Attorney.

WHEREAS, Ms. Pennison has served as an Assistant City Attorney in the past for the City of Mandeville, and during her service, gained significant familiarity with certain lawsuits, including but not limited to the matter entitled *K Construction, Inc. v. City of Mandeville, et al.*, that is currently pending in the 22nd Judicial District Court for the Parish of St. Tammany;

WHEREAS, the Mandeville City Council desires to approve the City Attorney's appointment of the foregoing attorney to serve as Assistant City Attorney and engage her continued professional services to represent the City of Mandeville 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 appointment of Laurie M. Pennison as the Assistant City Attorney as proposed by the City Attorney.

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 _____, 2021.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

Laurie M. Pennison, Esq.

and

City of Mandeville

Contract to provide legal services between the City of Mandeville and the Pennison Law Office

WHEREAS, Laurie M. Pennison has been appointed as Assistant City Attorney for the City of Mandeville by City Attorney Elizabeth Sconzert. This Agreement is between Pennison Law office, represented herein by Laurie M. Pennison, domiciled at 200 Greenleaves Blvd., Suite 8, Mandeville, Louisiana 70448; and, the City of Mandeville, a Louisiana Municipal Corporation, domiciled at 3101 East Causeway Approach, Mandeville, Louisiana 70448, and represented herein by its Mayor, Honorable Clay Madden, by virtue of resolution of the City Council of the City of Mandeville (hereinafter referred to as Client) attached hereto and made a part hereof, enter into the following agreement:

SCOPE OF SERVICES:

The Pennison Law Office (hereinafter referred to as Contractor) shall provide the services required of Assistant City Attorney for the City of Mandeville, to perform duties and legal services for the City of Mandeville in the *K. Construction, Inc. v. City of Mandeville*, et al. (collectively "Services") and any related matters, as assigned by City Attorney Elizabeth Sconzert.

The Pennison Law Office will be obligated to honor any instructions of client requesting termination of any services or substitution only if such instructions are delivered to The Pennison Law Office in writing bearing client's authorized signature. In such cases, client remains responsible for all fees provided in this agreement. Should The Pennison Law Office be required to perform any services or functions regarding client's case after receipt of such instructions, client is responsible for fees, costs, expenses for these services. If client has a deposit balance this balance will be refunded 15 days following the close of the month in which the last service is rendered.

FEES/COMPENSATION:

The consideration for such services shall be billed at a rate not to exceed the rates for Maximum Hourly Fee Schedule set forth by the State of Louisiana Attorney General's office on February 8, 2016. The billing for such services shall be monthly which shall be paid within thirty days.

COSTS / EXPENSE REIMBURSEMENT:

All costs and expenses are in addition to fees and are to be paid by client in advance or upon monthly billing. Costs and expenses include but are not limited to court charges, copies, postage, travel, parking, special materials, exhibits, photographs, investigators, experts and other disbursements that would be considered reasonable. All expenses shall be reviewed and approved by the Mayor.

NO GUARANTEES:

Client has been informed that the results of any legal action cannot be guaranteed or predicted with certainty. It is understood and agreed that fees are not contingent upon the final results, and we do not warrant or guarantee final results or developments in matters.

TERMINATION:

This contract may be terminated by either party upon written notice to either party. Either Party has the right at any time to terminate services and representation on written notice to the parties. Such termination will not, however, relieve the City of Mandeville of any obligation to pay for all services rendered and costs or expenses paid or incurred upon behalf of the client prior to the date of such termination.

CONFLICT:

If in Contractor's independent professional judgment, it is concluded that a conflict has arisen, or may arise, Contractor will advise client of the conflict and recommend a course of action that is appropriate, including but not limited to, consultation with other counsel.

NOTICES:

Any notices provided for herein shall be delivered to the below listed addresses of the parties:

The Pennison Law Office

Mayor Clay Madden

200 Greenleaves Blvd. Suite 8

City of Mandeville

Mandeville, Louisiana 70448

3101 East Causeway Approach

Mandeville, Louisiana 70448

ASSIGNABILITY

The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same without prior, written consent by the City.

ACKNOWLEDGEMENT OF EXCLUSION OF UNEMPLOYMENT

Neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this Contract, that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

DURATION OF AGREEMENT

This contract shall commence on _____, and shall continue in full force and effect through the resolution of the aforementioned Services. The duration of this contract may be modified by an executed, written agreement amendment to this contract and may be terminated, in writing, by either party by THIRTY (30) DAYS written notice to the other party by certified mail. Said time shall commence on the date the notice is postmarked.

MODIFICATION

The terms, conditions and duration of this Contract may be modified by an executed, written amendment to this Contract.

EXECUTION OF AGREEMENT

THIS AGREEMENT is executed in duplicate originals on the day and year first above written.

ATTEST:

By: _____

CITY OF MANDEVILLE:

By: _____

ATTEST:

By: _____

THE PENNISON LAW OFFICE

By: _____