

**SHERWOOD FOREST CRIME PREVENTION AND
NEIGHBORHOOD IMPROVEMENT DISTRICT**

The following resolution was offered by _____ and seconded by _____:

RESOLUTION NO. 2013-

A Resolution of the Sherwood Forest Crime Prevention and Neighborhood Improvement District Board of Commissioners for employment of special counsel.

WHEREAS, La. R.S. 42:263 authorizes the retention of special counsel by any local or state board upon a statement of reasons why such counsel is necessary and upon the approval by the Attorney General; and

WHEREAS, the Sherwood Forest Crime Prevention and Neighborhood Improvement District Board of Commissioners (“Board”) created by Act 116 (2013) is in need of special counsel with experience, training, and expertise in representing public agencies to advise and represent the Board; and

WHEREAS, Sheri M. Morris and the law firm of Roedel, Parsons, Koch, Blache, Balhoff & McCollister, A L.C., have extensive expertise in representing public agencies and have agreed to represent the Board.

NOW, THEREFORE, BE IT DULY RESOLVED by the Sherwood Forest Crime Prevention and Neighborhood Improvement District Board of Commissioners in regular session duly convened:

Section I – This Board does hereby request approval pursuant to La. R.S. 46:263 to employ the law firm of Roedel, Parsons, Koch, Blache, Balhoff & McCollister, A L.C. as special counsel to advise and represent this Board.

Section II – Said law firm shall be paid for services by the Sherwood Forest Citizens Association, Inc. in accordance with attached contract (Exhibit A) providing hourly rates equal to the maximum hourly fee of \$200 per hour and providing for reimbursed out-of-pocket expenses for long distance telephone calls, document duplication, expert witness fees, court reporter fees, printing costs, travel expenses and other expenses as a result of the legal services to and for this Board until such time as the district is authorized to levy a parcel fee.

Section III – Said law firm shall keep itemized time records for presentation to the Board's treasurer with respect to services rendered at said hourly rates and the expenses incurred, and the Board is hereby authorized and directed to pay same upon submission and receipt of invoices up to the amount budgeted by the Board, if said funds are available.

Section IV – The employment authorized by this Resolution is effective retroactive to the first date said law firm began working with the Sherwood Forest Citizens Association, Inc. and/or the Sherwood Forest Crime Prevention and Neighborhood Improvement District.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

and the resolution was declared adopted on this, the _____ day of August, 2013.

, Chair

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Sherwood Forest Crime Prevention and Neighborhood Improvement District Board of Commissioners do hereby certify that the foregoing two (2) pages constitute a true and correct copy of Resolution No. 2013-___ and Exhibit A thereto, adopted on August ___, 2013.

Baton Rouge, Louisiana, on this, the ____ day of August, 2013.

, Secretary

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This agreement is entered into by and between the Sherwood Forest Citizens Association, Inc. ("Association"), the Sherwood Forest Crime Prevention and Neighborhood Improvement District ("District") and Sheri M. Morris and the law firm of Roedel, Parsons, Koch, Blache, Balhoff & McCollister, A Law Corporation, 8440 Jefferson Highway, Suite 301, Baton Rouge, Louisiana 70809 ("Counsel") for representation of the District.

1.

Counsel hereby agrees to furnish any legal services required by the District including but not limited to assisting with the imposition and collection of a parcel fee, attending board meetings and meetings with third parties on behalf of the District, rendering advisory opinions, legal research, preparation of resolutions, contracts, reports and other documentation as required by the District in preparation of and in conduct of its public meetings.

2.

In consideration of services described hereinabove, Association hereby agrees to pay Counsel at the rate of Two Hundred Dollars (\$200.00) per hour for services of an attorney, at the rate of Forty-Five Dollars (\$45.00) per hour for services of a paralegal and at the rate of Twenty-Five Dollars (\$25.00) per hour for services of a law clerk.

3.

Counsel will submit, at the end of each calendar month, an itemization of all work performed, listing time by date for any work performed by hours, down to the quarter of an hour, with specific reference to the nature of the work performed (*e.g., drafting of pleadings, research, review of files, etc.*). Invoices for services shall be submitted by counsel to District for review and approval.

4.

Counsel shall be reimbursed for any out-of-pocket expenses for which Counsel provides receipts or other appropriate documentation. Travel time shall be billable as services if necessary to provide legal services under this Contract.

5.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said counsel's obligation and identified under Federal Tax ID # 1123396.

6.

This contract shall become effective as of July 24, 2013 and shall remain in effect unless terminated by either party as provided herein.

EXHIBIT
A

7.

Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice.

8.

All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Counsel in connection with the performance of the services contracted for herein and shall, upon request, be returned by Counsel to the Association and the Sherwood Forest Crime Prevention and Neighborhood Improvement District, at Counsel's expense, at termination of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2013.

SHERWOOD FOREST CRIME
PREVENTION AND NEIGHBORHOOD
IMPROVEMENT DISTRICT

By: _____
Signature

Printed Name/Title

SHERWOOD FOREST CITIZENS
ASSOCIATION, INC.

By: _____
Signature

Printed Name/Title

ROEDEL, PARSONS, KOCH, BLACHE,
BALHOFF & McCOLLISTER, A L.C.

By: _____
Sheri M. Morris