

1 Introduced December 9 2014, by  
2 Councilwoman Harbison, seconded by  
3 Councilman Borchert, (by request of  
4 Administration)

5 **RESOLUTION R14-35**

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7 A resolution authorizing the Mayor of the City of Slidell to execute a Legal  
8 Services Contract with Cotton Schmidt & Abbott Law Firm relating to Joshua Barnes v.  
9 The City of Slidell, The Slidell Police Department, Nicholas Knight, Rockwell McClellan,  
10 and Keith Bowman, Civil Action No. 14-02636, E, USDC, EDLA.

11 WHEREAS, Joshua Barnes filed a civil rights lawsuit against the City of  
12 Slidell; and

13  
14 WHEREAS, the City of Slidell desires to employ legal counsel having  
15 expertise in this matter.

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17 NOW THEREFORE BE IT RESOLVED by the Slidell City Council that pursuant  
18 to Charter Section 4-02(D) the Mayor is hereby authorized to execute a Legal Services  
19 contract with Cotton Schmidt & Abbott L.L.P. to represent the City relating to Joshua  
20 Barnes v. The City of Slidell, The Slidell Police Department, Nicholas Knight, Rockwell  
21 McClellan, and Keith Bowman, Civil Action No. 14-02636, E, USDC, EDLA.  
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25 **ADOPTED** this 9th day of December, 2014.

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28 Kim Harbison  
29 President of the Council  
30 Councilwoman-at-Large  
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33 Thomas P. Reeves  
34 Council Administrator  
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# COTTEN SCHMIDT & ABBOTT

L.L.P.

ATTORNEYS AT LAW

FORT WORTH • NEW ORLEANS

LAWRENCE E. ABBOTT

ADMITTED IN LOUISIANA,  
TEXAS  
AND THE DISTRICT OF  
COLUMBIA

labott@csa-lawfirm.com

REPLY TO:  
NEW ORLEANS OFFICE

650 Poydras Street  
Suite 2810  
New Orleans, LA 70130  
Telephone (504) 568-9393  
Facsimile (504) 524-1933

December 2, 2014

Bryan Haggerty, Esquire  
City Attorney  
City of Slidell  
2045 Second Street, Suite 304  
Slidell, Louisiana 70458

Re: *Joshua Barnes v. The City of Slidell, et al.*  
United States District Court, Eastern District of Louisiana  
Civil Action No. 14-02636, Section E (3)

Dear Mr. Haggerty:

Thank you for requesting that our law firm, Cotten Schmidt & Abbott, L.L.P. (CSA), defend The City of Slidell, The Slidell Police Department, Nicholas Knight, Rockwell McClellan, and Keith Bowman in the referenced matter. This letter of engagement confirms our prior arrangement for representing the City of Slidell and sets forth the details of our billing.

Considering the history of our firm in representing the City of Slidell, we have waived the usual firm requirement of a retainer. We will keep a record of the time that we spend related to the referenced matter. Hourly fees, as well as expenses and costs that may be advanced on behalf of the City of Slidell will be billed monthly in the form of our Fee and Cost Statement, or may be required to be advanced by Slidell. The hourly rates for these professional services are as follows:

Lawrence E. Abbott, Attorney:	\$275.00
Nancy A. Brechtel, Attorney:	\$250.00
Erin W. Latuso, Attorney:	\$235.00
Paralegals:	\$150.00

These hourly rates apply to legal research, drafting, revising, and reviewing letters and documents, negotiations, meetings, telephone calls, travel time to and from all meetings, and all other legal services provided in connection with our work. Although Nancy Brechtel and I will be the primary billing attorneys on this matter, when appropriate and in your best interest we may call upon another attorney in our firm, or our Paralegals to perform work on appropriate tasks.

Our statement for legal services will also detail the miscellaneous costs incurred, such as filing fees, photocopies, express mail charges, computerized research, and other costs associated with this matter.

If you have any questions regarding this retainer letter, please contact me at your earliest convenience. Upon your receipt, review, and acceptance of this agreement, and if the relationship set forth in this letter is acceptable to you, please sign and date in the space provided below and return a copy to our office. We would also appreciate a copy of the City Council's resolution approving our retention in this matter. Facsimile signatures shall constitute as original signatures for purposes of this agreement.

Once again, thank you for selecting our firm. As always, we deeply appreciate the opportunity to represent the City of Slidell.

Very truly yours,



Lawrence E. Abbott

LEA/cat

Agreed and Accepted:

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Date: \_\_\_\_\_