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Barry W. Sartin, Jr.
Kevin P. Riché
Medlock M. Harbison, Jr.

Proposal for Investigative Services

Submitted to: Hammond City Council

Date: November 19, 2024

1. Overview of Services

In response to the Hammond City Council's resolution to investigate the Building Department, Sartin Riché Trial Lawyers is pleased to submit this proposal. While our firm is young, we bring a record of successful trial advocacy and a demonstrated aptitude for detailed investigative work. Our attorneys possess the analytical skills essential for an impartial and thorough investigation into the activities and policies within the Building Department. With a balanced perspective derived from both civil litigation defense and prosecution, we are well-prepared to assess the evidence objectively and provide actionable insights.

Our founding partners, Mr. Barry W. Sartin, Jr. and Mr. Kevin P. Riché, offer unique professional backgrounds well suited to the Council's needs. Both Mr. Sartin and Riché have over a decade of experience working as civil trial attorneys. Mr. Sartin served on Loyola Law School's Public Interest Law Journal, where he contributed to the drafting of model legislation. Mr. Sartin's experience is primarily in the area of personal injury litigation; and the skill set involved in building a client's case for trial is immediately transferable to investigation and reporting back to the Council for this assignment. Mr. Riché has experience proofreading legislation for the state Legislature, drafting government-related contracts for private entities and non-profits which rely on government grant funding, and related civil work, such as successions and property claims and disputes, requiring the navigation of public records and permitting systems. Mr. Riché's practice involves both plaintiff and defense litigation, and he has years of experience providing detailed claims reports and analysis on behalf of his insurance defense clients. Additionally, both attorneys bring recent experience in the sale and leasing of municipal airport hangars, an area potentially relevant to the Council's concerns. Mr. Medlock M. Harbison, Jr., another attorney in the firm who will participate in the investigation has experience in the public sector (clerking with Orleans DA and Jefferson DA as

well as in Washinton D.C. as a Congressional Legislative aide to David Vitter and the Committee led by Peter Fitzgerald), in finance where he discovered financial fraud at a hedge fund where he was employed as a portfolio manager, and handling large amounts of financial data to process BP Claims.

As a firm based in Metairie, Louisiana, we approach this investigation with the assurance of independence from Hammond's local political pressures. The firm also prides itself in utilizing the latest technology available to provide high quality results for our clients in a timely fashion.

2. Scope of Work

Our investigative review will include the following components:

A. Comprehensive Review of Building Permitting Activities

Examine all transactions, events, and circumstances concerning building permits issued within the specified period (August 27, 2021, to November 27, 2024).

Assess permit issuance and enforcement practices, with specific attention to data protection, electronic signature use, and procedural consistency.

B. Financial and Personnel Investigation

Conduct a thorough review of financial records, including public fund expenditures and use of departmental resources.

Investigate any instances of possible personal benefit from departmental resources and evaluate compliance with legal and procedural safeguards.

Review personnel actions for potential discrimination, retaliation, or other prohibited conduct.

C. Policy and Procedure Analysis

Analyze existing policies and procedures within the Building Department to identify any deficiencies that may have contributed to irregularities.

Evaluate current practices against recognized standards, proposing enhancements to promote transparency, procedural integrity, and public accountability.

D. Consultation with Outside Experts

To supplement our firm's skills, we will consult outside investigators and subject matter experts as needed. All experts engaged will be carefully vetted to ensure they have no strong ties to Hammond, reinforcing our commitment to an impartial investigation.

3. Use of Advanced Technology

To streamline data processing and reduce costs, Sartin Riché Trial Lawyers will utilize the latest GPT models for data analysis and document review. This technology will allow us to efficiently process large volumes of data, identify patterns, and expedite the investigative process without compromising the thoroughness of our review.

4. Deliverables

Our investigation will produce the following deliverables:

A. Comprehensive Investigative Report

A detailed report of findings, including recommendations for reporting to relevant law enforcement or regulatory bodies if any potential criminal or prohibited conduct is discovered.

B. Policy and Procedure Recommendations

A comprehensive analysis of the Building Department's policies and recommendations for improvements to ensure transparency and adherence to best practices.

Suggested changes to the municipal code to address identified issues and promote sustainable, efficient public works operations. Depending on the mandate from the Council, our firm would propose changes to the public records systems utilized by city government agencies with the goal of increased transparency and decreased costs. Dependent upon the results of our investigation and policy review, we would propose a method to reform the FOIA system in place for the City of Hammond to allow for a transparent portal system for accessing the documents that are to be made publicly available.

Review of the software and systems in place that are presently used in storing and retrieving records which the public may request. This review should include an analysis of the system's ability to make documents more readily available to the Council to perform its oversight functions and to the

general public in a more cost-efficient manner than the present FOIA request process.

5. Phased Approach

To ensure a structured and effective investigation, we propose a phased approach as outlined below:

Phase 1: Initial Data Collection and Background Review

Phase 2: In-Depth Investigation of Permitting and Financial Transactions

Phase 3: Personnel and Compliance Review

Phase 4: Policy and Procedure Analysis, and Report Compilation

Phase 5: Presentation of Findings and Recommendations

6. Professional Fees and Cost Estimates

Our firm's use of advanced data analysis tools and our lean, adaptable approach allow for cost-effective project management. We will provide the Council with a detailed budget, including anticipated consulting costs for any outside experts. Based upon market rates, the firm would suggest an hourly billable rate of \$400 for work performed directly by the attorneys, with outsourced subject matter expert work being paid by the firm to those experts deemed necessary for completion of the investigation reimbursed on a rolling basis. Without having some additional information about the size and scale of the operations in question at the planning department, we feel it is premature to propose an upfront retainer or provide a flat fee option; however, those items may be discussed at the Council meeting or shortly thereafter to reach an agreement on the projected overall costs. Upon approval of this proposal, we will submit a comprehensive cost estimate based on the scope and phases outlined.

7. Conclusion

Sartin Riché Trial Lawyers is committed to conducting a transparent, unbiased, and efficient investigation in full alignment with the Hammond City Council's objectives. Our young team brings a fresh perspective and an independence from local political dynamics, ensuring that our findings will be based solely on the evidence and the interests of accountability and public service.

We welcome the opportunity to assist the Council in safeguarding the integrity of the Building Department and implementing meaningful reforms to enhance its operations.

For further discussion or questions regarding this proposal, please contact our office at (504) 636-6606 or via email at barry@sartinriche.law and kevin@sartinriche.law.

Respectfully submitted,

Sartin Riché Trial Lawyers

A handwritten signature in blue ink, appearing to be "BWS", written over a horizontal line.

Barry W. Sartin, Jr.

A handwritten signature in blue ink, appearing to be "Kevin P. Riché", written over a horizontal line.

Kevin P. Riché

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Agreement for Investigative Services

Submitted to: Hammond City Council

Date: November 19, 2024

This written fee agreement is entered into between The Hammond City Council ("Client") and Sartin Riché Trial Lawyers ("Consultant") subject to the following terms and conditions:

- 1. Scope of Agreement.** Client hires Consultant to provide consulting services to Client in connection with the Investigation of the Building Department, more particularly permits issued during the period from August 27, 2021, to November 27, 2024 (the "Case").
- 2. Duties.** Consultant shall provide consulting services for Client in the Case, including the review, evaluation, and analysis of materials; the preparation of written reports or other materials; travel; testimony; and other consulting services as reasonably required. Consultant shall take reasonable steps to keep Client informed of significant developments in connection with Consultant's work on the Case and to respond to Client's inquiries. Client shall be truthful with Consultant, cooperate with Consultant, keep Consultant informed of developments related to Consultant's work on the Case, perform the obligations which Client has agreed to perform under this Contract, pay Consultant's bills in a timely manner, and keep Consultant apprised of Client's address, telephone number, email address, and whereabouts.

3. **Limitations of Duties.** Client acknowledges that Consultant does not provide legal representation to the Council for the purpose of this limited engagement; however Consultant does engage in the practice of law. Client acknowledges that Consultant's engagement is with Client, not any of Client's clients. Client acknowledges and will advise Client's client(s) that this Contract does not create or constitute an attorney-client relationship or an employment relationship between Consultant and Client's client(s). Client is aware and agrees that Consultant's other professional obligations may limit Consultant's availability to work on the Case, travel, or testify.
4. **Joint and Several Liability.** If Client consists of more than one person or entity, such persons or entities are jointly and severally liable to pay Consultant.
5. **Billing Rate.** Client agrees to pay Consultant at the rate of \$400.00 per hour or one hundred dollars less than the maximum allowable fee paid to an attorney pursuant to La. R.S. 42:262, whichever is greater. Note that Consultant's fees are not set by law in this context, as Consultant is not being hired to represent the Council in a legal proceeding. Accordingly, La. R.S. 42:263 should be inapplicable to this contract. The maximum billable rate allowed to an attorney pursuant to La. R.S. 42:262, (\$500.00 per hour) is used solely to set a rate between the parties to this agreement and is not statutorily binding on the parties.
6. **Billable Time.** Consultant will bill in minimum units of 0.25 hours. Consultant's time for review, research, drafting, communications and correspondence, administrative time, travel, preparation for testimony, testimony, stand-by time (e.g., during settlement conferences, deposition, or trial), and all other consulting services shall be billed at Consultant's billing rate. Consultant's billing time for travel shall be on a door-to-door basis, from the time Consultant leaves Consultant's home or office address until his return.
7. **Testimony.** Consultant's fees for days on which Consultant is expected to provide

testimony in deposition, trial, mediation, or any other contexts are billed at minimum rate of eight (8) hours per calendar day or any portion thereof. Any time exceeding that will be billed at the normal hourly rate. Transportation to and attendance at the location of a trial or deposition before and after any expected days of testimony shall be billed at hourly rates for travel, consulting, and stand by time, as applicable.

8. **Costs and Expenses.** Client shall reimburse Consultant for all actual costs and expenses incurred by Consultant, including, but not limited to: subject matter expert fees, messenger and other delivery fees, parking, and travel expenses (including airfare lodging, meals, and ground transportation). Consultant shall itemize all costs incurred for which reimbursement is sought.
9. **Billing.** Consultant will invoice Client on a periodic basis. Consultant's invoice will indicate what portion of sums due have been paid out of the fee advance or other deposit and what portion, if any, is then due and owing from Client to Consultant.
10. **Unpaid Balance.** If Client at any point has an unpaid balance due Consultant which has been outstanding for 30 days or more from the date the invoice was sent to Client, Consultant may, at Consultant's sole discretion, suspend the provision of services under this Contract until any outstanding balance has been paid in full. Consultant's decision to not suspend service under this provision shall not prevent Consultant from doing so at any point in the future, whether related to the same unpaid balance or another.
11. **Disclaimer of Guarantee.** Consultant has made no promise to Client about the nature of Consultant's opinion or the outcome of the Case. Nothing in this Contract shall be construed as such a promise or guarantee.
12. **Discharge and Withdrawal.** Client may discharge Consultant at any time. Consultant may withdraw for good cause. Among the facts constituting good

cause are Client's breach of this Contract, Client's refusal to cooperate with Consultant or to follow its advice on a material matter, or any fact or circumstance that would render Consultant's continuing service to Client unlawful or unethical.

13. Termination or Conclusion. Upon the termination or conclusion of Consultant's services, all unpaid charges for services rendered and costs incurred or advanced through the termination or conclusion date shall become due (with payment expected within 30 days).

14. Entire Agreement - No Oral Modifications. This instrument comprises the entire understanding between Client and Consultant with regard to the subject of this Contract. There are no other agreements understandings, representations or warranties made by the parties to this Contract except as expressly contained in this Contract. In no event will any waiver, release, alteration or modification of any of the terms of this Contract be valid unless it is in writing and signed by Client and Consultant. This Contract cannot be changed or terminated orally.

15. Countersignature Required. This instrument is not in effect, and no Contract is created, until signed by Client and countersigned by Consultant.

The undersigned Consultant agrees to the terms and conditions of this Contract.



Consultant

11/19/2024

Date

The undersigned Client agrees to the terms and conditions of this Contract.

Client

Date