

Hello All:

I appreciate the opinion rendered regarding this matter. My review of the opinion gives rise to concerns about both the language and the scope of Resolution No. 281 which is on the agenda for final passage at our next meeting. The Resolution should not go beyond the strict scurting of the authority granted under Section 4.29 of the Charter. This Section, as per the opinion, is specific and clear in that it authorizes the investigation of "city entities" and the official "conduct of those departments".

1. Section 4.29 of the Charter, as per the opinion, authorizes the investigation of the "official conduct" of city entities, officers, departments and boards, etc. and not non-city entities such as contractors. However, the first BE IT RESOLVED paragraph in the Resolution suggests an investigation into "matters relating" to the contract with Grigsby and Associates without naming a single city official or department that is subject of the investigation. This would be beyond the authority of Section 4.29. The language should identify a specific city official or department subject of the investigation, i.e. "the official conduct of the Executive Branch's management, etc."
2. It would appear that Section 4.29, as per the opinion, would find Subsection 4 to be questionable. This is clearly the investigation of the contractor and can not be related to the official conduct of a city entity. Consideration should be given to eliminating this clause.
3. How was the firm of Cole, Evans & Peterson selected to provide the services without any competitive process? Should the Resolution provide for a selection process? If hired, does the Resolution grant the firm the authority to recommend a law firm of their choice for legal work as well as other professional providers as suggested in Subsection 1?
4. Subsection 3 request an opinion to determine if this contract is in line with "other contractual agreements" with the City of Shreveport. This language is very broad. Does this mean that the Council will now look into the contracts of other parties who are not subject of this investigation. Should this language solely provide for contracts by other financial advisors for the city or otherwise place some limitations on the consultant's review.
5. Subsection 3 request an opinion to determine if the terms, conditions and compensation are similar to financial services contracts "by other municipalities". Once again, the language is broad and unlimited as to what size and location of the municipalities. Should the language include municipalities of similar size as Shreveport and in a certain geographical area. Also, financial services contracts from other municipalities should be based upon similar RFPs for this purpose.
6. The Resolution should provide for a time frame and cost for the investigation.

I hope that Councilman Corbin would give some consideration to amending the Resolution.

Thanks,

Sam Jenkins
Shreveport City Council