

STATE OF LOUISIANA

PARISH OF JEFFERSON

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN THAT this Contract is entered into by and between the City of Harahan through its Mayor, Tina Miceli, (hereinafter referred to as "the Client") and Gilbert R. Buras, Jr., 710 Carondelet Street, New Orleans, Louisiana 70130 (hereinafter "Counsel").

1.

Counsel hereby agrees to furnish the following services:

Represent the Client as its attorney at law in legal matters relating to the duties of the office of City Attorney for the City of Harahan.

2.

In consideration of services described hereinabove, the Client hereby agrees to pay Counsel as follows:

\$175.00 an hour for legal services and reimbursement of advanced litigation costs and reasonable expenses in accordance with the schedule promulgated by the Louisiana Attorney General for practitioners of Counsel's years of experience.

3.

The total of all sums payable under this Contract (including fees and reimbursement of expenses) shall not exceed \$13,500, or such other amount specifically budgeted by the Client, or unless specially authorized by the Client.

Counsel will submit an itemization of all work performed listing time by date the work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (e.g., drafting of pleadings, research, review of files, etc.) in accordance with L.R.S. 39:1521.1. Invoices for services shall be submitted by counsel to the Client for review and approval. All billings by Counsel for services rendered shall be submitted in compliance with Act 848 of the 1982 Regular Session of the Louisiana Legislature.

4.

Counsel shall be reimbursed for out-of-pocket expenses in accordance with the regulations issued by the Division of Administration. Travel time, at the direction and for the convenience of the Client, is billable as services if it does not cause service charges for that day to exceed eight hours.

5.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be said Counsel's obligation and identified under Counsel's Federal Tax Identification Number.

6.

This Contract is in effect for the period commencing January 21, 2016, and ending one hundred eighty (180) days subsequent thereto.

Counsel's billing shall not exceed \$13,500 for the 180 days subject to this Contract.

The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the Contracting parties. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by the Client and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to the

Client with appropriate information and signatures not less than five (5) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

7.

Counsel shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client, provided however, that claims for moneys due or to become due to Counsel from the Client under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Client.

8.

Either party shall have the right to cancel this Contract, with or without cause, by giving the other party five (5) days written notice forwarded to their respective address by certified mail. The Client has the right to cancel this Contract upon less than five (5) days due to budgetary reductions and changes in funding priorities by the Client.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to the Client :

The City of Harahan
Through its Mayor, Tina Miceli
City Hall
Harahan, Louisiana 70119

If to Counsel:

Gilbert R. Buras, Jr.
710 Carondelet Street
New Orleans, LA 70130

9.

All records, reports, documents and other material delivered or transmitted to Counsel by the Client shall remain the property of the Client, and shall be returned by Counsel to the Client, at Counsel's expense, at termination or expiration of this Contract. 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 shall become the property of the Client, and shall, upon request, be returned by Counsel to the Client, at Counsel's expense, at termination or expiration of this Contract.

10.

The Counsel agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and Counsel agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Counsel agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political

affiliation, disabilities, or in accordance with EWE 92-7 because of an individual's sexual orientation.

Any act of discrimination committed by Counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract this 21 day of January 2016.

THE CITY OF HARAHAN

By: *Anna Nicole*

[Signature]
GILBERT R. BURAS, JR.