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October 22, 2019

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Via Email: tim.baudier@ci.harahan.la.us

Mayor Tim Baudier
City of Harahan
6437 Jefferson Highway
Harahan, LA. 70123

Re: Colonial Country Club Golf Course
Our File No.:

Dear Mayor Baudier:

It was a pleasure meeting with you and Mr. Budde today regarding representation of the City of Harahan ("Harahan") and appreciate you engaging our firm to represent Harahan in connection with certain limited issues related to the redevelopment of the Colonial Country Club Golf Course property (the "Project"). Since Harahan would be a new client, we are required to obtain an executed engagement letter which outlines our respective obligations.

REPRESENTATION:

The client would be Harahan and representation would be initially limited to representing Harahan in negotiations to address sewer tie in by the Blake to the Harahan sewer line and additional upgrades lines needed to handle the Blake and Colonial development and payment for those upgrades.

CONFLICTS CHECK

In performing our conflicts check, neither Harahan nor W Colonial, LLC appear as clients in prior or current firm engagements. We do not anticipate that any conflicts of interest exist or will arise out of our representation of Harahan. If, in our independent professional judgment, we conclude that such a conflict has arisen or may arise, we will

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advise you as to what action we feel is appropriate, including, but not limited to, consultation with other counsel.

LEGAL FEES AND COSTS

We will send you a monthly statement on which we will show Harahan rendered and any out-of-pocket costs incurred. Our hourly billing rate for partners in this matter will be \$225 per hour, and our associate's hourly rate will be \$195 per hour. We will strive to give you our best legal representation in the most efficient manner and seek to handle this matter as economically as possible.

It is agreed that the firm's statements for services rendered and costs incurred will be paid in full upon receipt of the statements. We reserve the right to postpone or defer providing additional services, or to discontinue our representation, if billed amounts are not paid when due. If statements are not paid within 60 days, interest will be charged at the rate of one percent (1%) per month until paid. If any statement remains unpaid for 90 days, we will be authorized to withdraw as your counsel in this case, and you will remain obligated for all fees and costs incurred prior to our withdrawal. In the event that collection procedures are required, you agree to pay all expenses of collection and all attorney's fees and costs actually incurred by Simon, Peragine, Smith & Redfearn, L.L.P. in connection with such collection, whether or not suit is filed.

Although we may from time to time estimate fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. Such estimates should not be relied upon as anything more than our best judgment at the time as to anticipated fees and expenses.

TERMINATION OF THE RELATIONSHIP

Like any client, Harahan shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve Harahan of any obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to the date of such termination.

We reserve the right to withdraw from our representation if, among other things, Harahan fail to honor the terms of this engagement letter, fail to cooperate or follow our advice on a material matter, or for any reason which would, in our judgment, render our continuing representation unlawful or unethical. If we elect to withdraw, Harahan will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of you to the date of withdrawal.

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DOCUMENT RETENTION

It is the firm's policy to destroy documents and file materials three years after conclusion of a matter. If there are any such materials provided by you which you or Harahan wish to have retained, you agree to make a specific, written request upon the conclusion of the matter, and to reimburse the firm's reasonable costs and expenses in assembling and copying the documents. The originals of any documents will be returned at no expense.


This agreement is a binding contract. Accordingly, if any of the information in this letter is not consistent with your understanding, please contact me at once. If it meets with Harahan's approval, please have him sign the agreement and return it to me. Should you have any questions, please do not hesitate to contact me.

Thank you again for reaching out to us to assist you in this matter and we look forward to working with you. If you need additional information regarding our firm, please do not hesitate to contact me.

Yours very truly,

M. Claire Durio

MCD/cbt
cc: Mr. Tom Budde (via email: tommy.budde@ci.harahan.la.us)
Mr. Jason Asbill (via email: jason.asbill@ci.harahan.la.us)

AGREED AND ACCEPTED:
City of Harahan 

Print Name: Timothy BAUDIER
Date: 10/23/19