

AGREEMENT BETWEEN  
CITY OF HARAHAH  
AND  
LEBLANC FANTACI VILLIO, LLC

BE IT KNOWN AND REMEMBERED that this Agreement is made and entered into by and between the City of Harahan, Louisiana, ("Harahan"), a local governmental subdivision of the State of Louisiana, represented herein by, Tim Walker, Harahan Police Chief, and LeBlanc, Fantaci Villio, LLC, ("Contractor") authorized to do business in the State of Louisiana and represented herein by Deborah A. Villio, Member, duly authorized, to wit:

- 1) **Scope of Work:** Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable).
  - \* Provide legal services, including legal advice and consultation, litigation and other related matters assigned by HARAHAH, more particularly in the matter of Michael Wright v. City of Harahan, Chief Tim Walker, Lt. Thomas Bronk and Captain Manuel Adam, et al., Civil Action No. 19-13529, United States District Court for the Eastern District of Louisiana.
  - \* CONTRACTOR shall submit a monthly progress report to the Police Chief for all files being handled on behalf of the City of Harahan and its Police Department.
  - \* CONTRACTOR agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided upon the terms of this Agreement.
  - \* CONTRACTOR is free to engage in any other business or legal representation and shall devote only as much time and attention to providing legal services to HARAHAH as CONTRACTOR deems necessary.
  - \* CONTRACTOR shall provide services in good faith.
  - \* HARAHAH authorizes CONTRACTOR to employ experts as required and agrees to pay all expenses and court costs incurred in the preparation of a case, in addition to those expenses as may be necessary in the taking of depositions, expenses, or any other expenses incurred in or about the action.
  - \* CONTRACTOR shall not be liable for costs or expenses of any kind and shall be reimbursed by HARAHAH for all ordinary and necessary expenses paid by CONTRACTOR in connection with the legal defense provided.
  - \* If employment of local additional counsel is deemed necessary or advisable in the preparation of trial in any action, CONTRACTOR may contract for such assistance on terms approved by HARAHAH
  
- 2) **Effective-Date:** Upon execution, this Agreement shall be deemed effective as of November 19, 2019.

**Termination Date:** Midnight on November 19, 2022, unless extended by mutual consent of the parties in writing.
  
- 3) **Terms of Payment.** Contractor shall be paid at an hourly rate of \$175.00 per hour for senior attorneys, \$140.00 per hour for associate attorneys, and \$55.00 per hour for paralegals. Contractor shall submit a monthly statement of all work performed on behalf of Harahan to Chief Tim Walker for review of invoice and payment processing.

of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Harahan shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Harahan may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Harahan to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Harahan to cure the defect.

- 9) **Termination for Convenience:** Harahan may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.
- 10) **Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor or obligations under this Agreement. Any conflicts shall be timely disclosed to Harahan and Harahan shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.
- 11) **Audit:** When applicable, it is hereby agreed that Harahan or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.
- 12) **Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Harahan thereto, provided, however, that claims for money due or to become due to the Contractor from Harahan under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Harahan.
- 13) **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.
- 14) **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent Contractor(s) and not as employee(s) of Harahan. Harahan shall not be obligated to any person, firm, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor herein expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Harahan. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Harahan, including but not limited to benefits relating to life and/or

medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.

- 15) **Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of Harahan, and shall, upon request, be returned by the Contractor to Harahan, at the Contractor's expense, at the termination or the expiration of this Agreement.
- 16) **Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless the Harahan, all City Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the Harahan, all City Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. Contractor acknowledges that the duty to defend is a separate and distinct obligation herein and, upon the filing of any action, claim, suit or proceeding of any nature or kind, it shall defend Harahan from and against all of the foregoing actions, claims, suits, or proceedings of whatever nature resulting, directly or indirectly, from or growing out of, directly or indirectly, the granting of, or exercising of any rights or performing any work or duties under or in connection with this franchise whether such act or omission is authorized, allowed, or prohibited by the Agreement.
- 17) **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Harahan City Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Harahan in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
- 18) **Code of Ethics:** The Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. The Contractor agrees to immediately notify Harahan if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 19) **Severability:** The parties to this Agreement understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this

Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

- 20) **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Harahan or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.

This Agreement contains, has attached, or incorporates by reference all the terms and conditions agreed upon by the parties and is signed and entered in to on the date indicated below.

**WITNESSES:**

KETH MOODY

Print:

*Keth Moody*

Print:

**CITY OF HARAHAAN**

*Tim Walker*

Chief Tim Walker

Date: 12-16-19

**WITNESSES:**

Kathleen Lewis

Print:

*Kathleen Lewis*

Print:

**LeBlanc Fantaci Villio, LLC**

*Deborah A. Villio*

Deborah A. Villio

Date: 12/16/19

AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF HARAHAH  
AND  
LEBLANC FANTACI VILLIO, LLC

THIS AMENDMENT is entered into by and between the City of Harahan, Louisiana, ("Harahan"), a local governmental subdivision of the State of Louisiana, represented herein by, Tim Walker, Harahan Police Chief, and LeBlanc, Fantaci Villio, LLC, ("Contractor") authorized to do business in the State of Louisiana and represented herein by Deborah A. Villio, Member. The Amendment is effective 6 day of MARCH 2020. (the "Effective Date")

WHEREAS on November 16<sup>th</sup>, 2019, Harahan and Contractor entered into a professional services agreement to assist Harahan in the legal representation in the matter of *Wright v. City of Harahan, et al.*, (the "Agreement");

WHEREAS, Harahan and the Contractor, each having authority to do so, now desire to amend the Agreement for the first time to ensure the continuity of services to include the matter of *Ronald Lightell, v. Chief Tim Walker, Assistant Chief Keith Moody, Captain Manuel Adams, Lieutenant Thomas Bronk, and The City of Harahan.*

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representative, execute this Amendment.

WITNESSES:

Kathleen Lewis Kathleen Lewis  
Prints

KEITH MOODY Keith Moody  
Prints

CITY OF HARAHAH

Tim Walker  
Chief Tim Walker

Date: 3-6-2020

WITNESSES:

[Signature]  
Prints: Michelle Fontenot  
Tonya Dennis  
Prints: Tonya Dennis

LeBlanc Fantaci Villio, LLC

Deborah A. Villio  
Deborah A. Villio

Date: 3-6-2020