

**CITY ATTORNEY AGREEMENT**

This Agreement is made this 18<sup>th</sup> day of April, 2019 by the undersigned, CITY OF HARAHAN, LOUISIANA, (hereinafter, "City" or "Client") who hereby agrees to retain SCOTT STANSBURY, Attorney at Law (hereinafter, "City Attorney") to serve as City Attorney for the City.

Whereas, the City desires to retain Scott Stansbury, Attorney at Law as the City Attorney for the City of Harahan, Louisiana, and;

Whereas, Scott Stansbury, Attorney at Law accepts the position of City Attorney for the City of Harahan, Louisiana,

WHEREFORE, the parties agree as follows:

1. **TERM.** The effective date of this Agreement shall be as of the date first above written, and shall continue for one (1) year, and shall continue thereafter in the sole discretion of the City. Nothing in this Agreement shall limit the right of the City to terminate this Agreement, with or without cause.

**2. COMPENSATION.**

- A. Monthly Fee—The City agrees to pay City Attorney the sum of \$2000 for legal fees every month, as a flat fee for the legal services contracted herein, and as set forth in the Scope of Services set forth below in Paragraph 3 below.

For any legal services not included in the normal Scope of Services, the City agrees to pay the City Attorney as set forth in Paragraph 4 below.

- B. Costs—The Monthly Legal Fee does not include substantial expense costs, -over \$500.00 or as otherwise agreed- and the parties agree that such expenses will be discussed and approved, when feasible, with the Mayor prior to incurring same. Non-substantial costs such as postage, courier fees, printing and copying costs, legal research subscription fees, minor travel expenses, etc. will not be billed nor reimbursed, and the City Attorney agrees to consider this as part of their obligation to provide normal, monthly legal services under this Agreement.

**3. SCOPE OF SERVICES.**

- A. Normal, Monthly Services—The City Attorney will provide all usual and customary legal services expected from a City Attorney, including, but not limited to: drafting ordinances and resolutions; Lawrason Act interpretation; daily and continuous advice to the Mayor, Councilpersons, City Clerk, City department heads and others as directed related to the legal matters of the City; attendance at all meetings of the City Council, Planning and Zoning Commission, and Appeals Board and advise them accordingly, but that on occasions, the City Attorney may be represented by substitute counsel which shall incur no additional charge to the City.
- B. Monthly Status Reports—The City attorney will provide written status reports on pending matters on a monthly basis to the Mayor and Councilpersons one (1) week in advance of each meeting of the City Council.
- C. Continuous Advice on Ethics and Sunshine Law Issues—The City Attorney will, without solicitation, advise the City Council and Mayor of discussions or actions which hold potential Ethics or Sunshine Law violations.

**4. ADDITIONAL LEGAL SERVICES.**

- A. Litigation/Administrative Proceedings—From time to time, the City may engage in litigation, or administrative proceedings, either as plaintiff, defendant, witness, or participant. Further, appointed officials of the City may require legal representation before licensing boards or other agencies, for which the City may agree to fund (hereinafter, collectively, "litigation"). In the event litigation ensues, the City agrees to retain and compensate the City Attorney as follows:

CITY ATTORNEY: \$125.00 per hour  
PARALEGAL: \$30.00 per hour

Further, any and all other costs, expenses of litigation, and fees, including expert witness fees, will be paid by the City, and shall be paid timely when incurred. All costs will be detailed in the City Attorney's invoices, with copies of bills from all vendors. Substantial costs, such as expert witness fees, shall be discussed and pre-approved by the City before the city attorney contracts for same.

B. Specialized Legal Services—In the event the City requires specialized legal services, such as municipal bond financing and specialized areas of law, the City Attorney may suggest to the City that it retain the services of another qualified legal service provider to provide same (hereinafter "Specialist"). In that event, the City Attorney will negotiate and oversee any such contract and will bill the Specialists' time to the City from the office of the City Attorney. The City will pre-approve any Specialist contract. This oversight process will be in the normal, monthly scope of services and incur no additional charge from the City Attorney.

5. **PROHIBITED CONTRIBUTIONS.** The City Attorney, nor his immediate family members, will not offer any contribution to a candidate for City elective office (including elected officers and officers-elect) during an incumbent's term or to a new candidate for City elective office subsequent to the award of a contract to the individual or its firm.

6. **INSURANCE.** The City Attorney understands, and the parties agree, that the City Attorney shall be responsible for his own professional liability insurance and shall maintain professional liability coverage for the duration of this Agreement within industry standards.

7. **ARBITRATION of ATTORNEY-CLIENT DISPUTES.** Any dispute, controversy, or claim that may arise between the Attorney and Client shall be resolved by arbitration. Furthermore, any award rendered by any arbitrator(s) may be entered in any court having jurisdiction thereof, including, but not limited to, the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson. Among other disputes, Attorney and Client agree to arbitrate the following:

a. Disputes Regarding Fees, Costs, and Other Compensation Due to Attorney. All disputes relating to costs, fees, compensation or remuneration due to Attorney shall be resolved by arbitration administered by the Louisiana State Bar Association ("LSBA") Legal Fee Dispute Resolution Program. Program information can be found at the website <http://www.lsba.org/Public/DisputeResolutionProgram.aspx>

b. All Other Disputes. All other disputes, including, but not limited to, those arising under the law of tort, contract, restitution and/or legal malpractice shall be resolved by arbitration administered by the American Arbitration Association ("AAA") in New Orleans, Louisiana under the Commercial Arbitration Rules, Expedited Procedures effective at the time of the dispute.

Responsibility for Costs and Fees of Arbitration. The nonprevailing party shall pay all costs incurred as a result of arbitration including any fees, attorney's fees/billable time incurred in connection with arbitration and enforcement of any arbitration award, whether such billable time is incurred by Attorney acting on his own behalf or by another attorney acting on behalf of the Attorney or Client. The applicable rate for billable time for Attorney acting on his own behalf shall be Attorney's standard rate at the time of dispute.

**Informed Consent to Arbitration. Arbitration proceedings are ways to resolve disputes without the use of the court system. Attorney and client understand that in agreeing to arbitrate, they are expressly waiving their right to file any lawsuit in court, to broad discovery under the applicable rules of procedure, to a trial by a judge**

or jury, and to any appeal. These are important rights that should not be given up without careful consideration. Arbitration may be more expensive than litigation and often involves substantial up-front costs. Attorney and Client understand that this paragraph does not prospectively limit Attorney's liability to Client in any way, nor does it impinge upon Client's right to make a disciplinary complaint to the appropriate authorities. Client is advised of the desirability of seeking and is given reasonable opportunity to seek the advice of independent legal counsel regarding these arbitration provisions. Client is further advised to review the detailed procedures and costs associated with arbitration at the LSBA and AAA websites. To provide these opportunities, this paragraph shall not be effective until twenty-one (21) days after signing of this fee agreement. If client does not wish this paragraph to become effective, Client shall with this 21-day period provide written notice to Attorney via certified United States mail, return-receipt requested.

**Arbitration Clause Acknowledgement:**

Client's Initials KB Attorney's Initials SCJ

8. **RETENTION, DELIVERY, and DESTRUCTION of FILES.** Attorney will scan and store all Client files in electronic PDF format and destroy all hard-copy (paper) files given to or received by Attorney immediately after scanning. Attorney will store at Attorney's expense all relevant PDF files relating to Matter for a period of up to one (1) year following the termination of Attorney's representation and may thereafter destroy same without further notice to Client. In addition, Attorney will store all relevant PDF files relating to property of Client that Attorney has held in trust for a period of five (5) years and may thereafter destroy same without further notice to Client. Client may request in writing that Attorney make available to Client or the Client's designee any PDF files in Attorney's possession. Within ten (10) days of receipt of such request, Attorney shall make electronic (not hard-copy) files available for pick-up at Attorney's office.
9. **NO GUARANTEE.** Client acknowledges that Attorney has made no promise or guarantee regarding the outcome of any phase of the Matter. During the course of representation, Attorney may provide Client with his candid advice and professional predictions regarding how Matter may be resolved by a jury or other finder of fact. In doing so, Attorney makes no promise or guarantee regarding the outcome. Further, Client acknowledges that Attorney shall have the right to cancel this agreement and withdraw from representation of this Matter if, in Attorney's professional opinion, the Matter does not have merit, Client has no reasonable possibility of recovery, Client refuses to follow recommendations of Attorney, Client fails to abide by terms of this agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct.
10. **GOVERNING LAW.** This agreement shall be governed by the law of the State of Louisiana.
11. **COMPLETE AGREEMENT, AMENDMENT, and SEVERABILITY.** This is the complete agreement between Attorney and Client with regard to matters addressed herein. Any changes or amendments to the Agreement and any future agreement(s) as to Costs and/or Fees owed under this Agreement must be set forth in a writing signed by the parties in order to be effective. There are no oral agreements of any kind relating to Attorney's representation of Client. If any portion of this Agreement, or any portion of any paragraph of this Agreement, is declared invalid, the remaining portions shall be given full effect.
12. **NOTICES.** All notices shall be provided to the parties at the addresses or email addresses set forth below.
13. **COMMENCEMENT; EFFECTIVE DATE.** Attorney will not begin work on Matter, has not been retained by client, and is under no duty to represent the Client until Attorney has signed the Agreement and returned it to Client. Unless otherwise provided herein (*i.e.*, arbitration clause), this Agreement is effective as of the date of Attorney's signature.

However, if Client engages Attorney, Client is responsible for any authorized billable costs incurred by Attorney prior to effective date.

**14. CONSULTATION and INFORMED CONSENT.** By signing below, Client acknowledges that Client has had the opportunity to discuss the terms of each paragraph of this Agreement with Attorney.

**15. APPLICABILITY of LOUISIANA RULES of PROFESSIONAL CONDUCT.** Attorney and client understand that Attorney is bound by all provisions of the Louisiana Rules of Professional Conduct ("Rules"). Any obligation arising under this Agreement that conflicts with Attorney's obligations under the Rules shall have no effect.

**16. ADDITIONAL TERMS.** Attorney and Client agree to the following additional terms:

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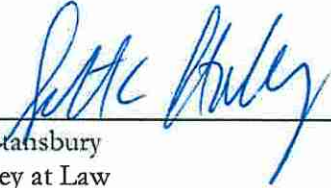
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