

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN THAT this agreement is entered into by the **CITY OF HAMMOND** (“City”), and **ANDRE G. COUDRAIN** (“City Attorney”)

1.

City Attorney hereby agrees to accept the compensation for services provided herein as City Attorney and as chief legal advisor to the Mayor, City Council and all departments, offices and agencies of the City, and to represent the City in all legal proceedings, except as provided herein, as well as other duties prescribed by the Hammond Charter and ordinances of the City.

In addition, City Attorney may represent the City in litigation and liability matters covered by the City’s self-insurance program (“SIP”) and agrees to accept the compensation as set forth herein.

2.

In consideration of the services as chief legal advisor to the Mayor, City Council and all departments, offices and agencies of the City, effective January 1, 2015, City hereby agrees to pay City Attorney the annual sum of One Hundred Thousand Dollars (\$100,000.00) in equal monthly installments of \$8,333.33, payable in arrears on the fifth day of each month for services provided during the term of this Agreement.

In consideration for services under the SIP, City Attorney shall be paid the sum of \$180.00 per hour of attorney time for matters in Louisiana State Court and \$191.25 in matters pending in United States Federal Courts plus reimbursement for support personnel at the following rates:

State Court Matters:

\$180.00 per hour for attorneys having experience of 10 years or more in practice
\$140.00 per hour for attorneys having experience of 5-10 years in practice
\$120.00 per hour for attorneys having experience of 3-5 years in practice
\$100.00 per hour for attorneys having experience of less than 3 years in practice
\$48.00 per hour for paralegal services
\$32.00 per hour for law clerk services

Federal Court Matters:

\$191.25 per hour for attorneys having experience of 10 years or more in practice
\$148.75 per hour for attorneys having experience of 5-10 years in practice
\$127.50 per hour for attorneys having experience of 3-5 years in practice
\$106.25 per hour for attorneys having experience of less than 3 years in practice
\$51.00 per hour for paralegal services
\$34.00 per hour for law clerk services

In addition, City shall reimburse City Attorney for expenses incurred in the representation of the City as approved by the Mayor and in accordance with the City's billing guidelines as established by the City from time to time.

3.

City Attorney shall serve at the pleasure of the Mayor in accordance with the Charter.

4.

City Attorney hereby agrees that the responsibility for payment of taxes and withholding from the funds received under this Agreement shall be City Attorney's obligation and identified under Federal tax identification number 27-0969100.

5.

The City may audit all financial and suit records of City Attorney which relate to this Agreement and City Attorney agrees to provide such information upon request.

6.

In no event shall the term of this Agreement extend beyond the tenure of the current Mayor of the City.

7.

Payments due under this Agreement are subject to and conditioned upon the availability and appropriation of the necessary City funds. If the City fails to appropriate sufficient monies to provide for the continuation of this Agreement, City has the right to cancel this Agreement upon less than thirty (30) days' notice. In such event, this Agreement shall terminate on the date of the beginning of the first month for which funds are not appropriated, with the sole liability of City being the amounts due and owing on the date of termination due to the non-appropriation of funds.

8.

It will be the City Attorney's responsibility to maintain Errors and Omissions and/or Legal Malpractice coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000.00). This coverage must be maintained throughout the period of this Agreement. City Attorney will provide coverage sheet confirming current Errors and Omissions and/or legal malpractice coverage upon request.

9.

City Attorney 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 the Mayor.

10.

All notices to be given under this Agreement shall be sent certified mail, return receipt requested, or personal delivery to the following:

If to City:
Pete Panepinto, Mayor
City of Hammond
310 East Charles Street
Hammond, LA 70401

If to City Attorney:
Andre G. Coudrain
106 South Magnolia Street
Hammond, LA 70403

11.

All records, reports, documents and other material delivered or transmitted to City Attorney by City shall remain the property of City, and shall be returned by City Attorney to City, at City Attorney's expense, at termination or expiration of this Agreement. All records, reports, documents, pleadings, exhibits or other material related to this Agreement and/or obtained or prepared by City Attorney in connection with the performance of the services provided for herein shall become the property of City, and shall, upon request, be returned by City Attorney to City, at City Attorney's expense, at termination or expiration of this Agreement.

12.

The City and City Attorney acknowledge and agree that the City has the right to review all records, reports, worksheets or any other material related to this Agreement. City Attorney further agrees to furnish to the City, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of City Attorney or City related to this Agreement.

13.

City Attorney 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 City Attorney agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

City Attorney agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by City Attorney, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement with prior notice.

14.

Notwithstanding anything contained herein to the contrary, City Attorney shall not be required to undertake representation of the City in any matter which might result in a violation of any ethical standard or professional or disciplinary rule applicable to City Attorney.

THUS DONE AND SIGNED at Hammond, Louisiana on the dates set forth below.

CITY ATTORNEY:

Andre G. Coudrain
Date: _____

CITY OF HAMMOND:

Mayor Pete Panepinto
Date: _____