

## **CONTRACT FOR LEGAL SERVICES**

BE IT KNOWN, That this Contract for Legal Services (this "Contract") is entered into by and between the Legal Department of the Lafayette City-Parish Consolidated Government (hereinafter sometimes referred to as the "LCG") and Gibson Law Partners, LLC (hereinafter sometimes referred to as "Attorney" and/or "Assistant City-Parish Attorney").

### **1.**

LCG desires to engage or retain the services of Attorney to represent its interest in the matter(s) or task(s) described or identified on the Schedule of Matters or Tasks Assigned to Attorney which is attached hereto, and made a part hereof, as Exhibit "B," as same may, from time to time, be supplemented, amended or replaced by written notice and/or e-mail to Attorney from the City-Parish Attorney, in which event, such supplemental, amended or replacing exhibit (or a paper print of an e-mail) will be affixed to this Contract and shall thereupon be applicable and controlling. Attorney is desirous of representing the interest of the LCG in said matter(s) or task(s). LCG and Attorney agree that the legal representation must be rendered in a prompt, efficient and cost-effective manner and under the established written policy, procedures and controls of the LCG as presently exists or as may be changed from time to time.

### **2.**

Attorney acknowledges that Attorney has been provided with a copy of the following, to-wit:

- (a) Contract Attorney Information, which is attached hereto, and made a part hereof, as Exhibit "A."
- (b) The Schedule of Matters or Tasks Assigned to Attorney which describes and identifies the matter(s) or task(s) with respect to which Attorney is being engaged or retained, which is attached hereto, and made a part hereof, as Exhibit "B."
- (c) The Policy and Procedure Memorandum Concerning the Lafayette City-Parish Consolidated Government Legal Department and Rendition of Legal Services which is attached hereto, and made a part hereof, as Exhibit "C."
- (d) The Billing Guidelines for All Attorneys Under Contract With Lafayette City-Parish Consolidated Government which is attached hereto, and made a part hereof, as Exhibit "D."
- (e) The Cost Reimbursement Guidelines for All Attorneys Under Contract for Legal Services With Lafayette City-Parish Consolidated Government which is attached hereto, and made a part hereof, as Exhibit "E."

The Contact Attorney Information, Schedule of Matters or Tasks Assigned to Attorney, the Policy and Procedures Memorandum, the Billing Guidelines and the Cost Reimbursement Guidelines are incorporated herein and made a part of this Contract for all purposes.

3.

The legal services to be rendered by Attorney are to be provided under the immediate supervision of the Risk Management Division of the Department of Administrative Services (the "RMD") for all risk management matters or tasks as well as under the supervision of the City-Parish Attorney and, as to all non-risk management matters or tasks, of the City-Parish Attorney or his designee.

In consideration of the services described hereinabove, LCG hereby agrees to pay Attorney under the following fee schedule. No deviation from the fee schedule will be allowed except in exceptional circumstances and only upon the prior written approval of the Departmental Director and the City-Parish Attorney. Attorney is to utilize, whenever possible, the services of any staff member or attorney with Attorney's firm that can provide the services at the lowest possible pay scale. The applicable hourly rate is as follows:



The total of all sums payable under this Contract (including fees and reimbursement of expenses) will not exceed the budget reflected on Exhibit "B" to this Contract. Said Exhibit "B" will be updated by written notice and/or e-mail to Attorney from the City-Parish Attorney, to reflect all matters or tasks being handled by Attorney as well as all applicable budgets. In the event of a conflict between the Exhibit "B" attached to the Attorney's Contract and that attached to the City-Parish Attorney's Contract, the latter shall control. It is the Attorney's responsibility to provide prior written notification to the RMD in risk management matters or tasks or to the City-Parish Attorney in all other matters or tasks if and when the Attorney expects that authorized services and reimbursement of expenses will exceed the then applicable budget amount which has been established. Attorney will not be paid or reimbursed for any legal services or costs reimbursement which exceed the then existing budgeted amount absent the prior written approval of the

RMD in risk management matters or tasks or the City-Parish Attorney in all other matters or tasks. Attorney will not be paid or reimbursed for any legal services or costs reimbursement which exceed the total sums payable under this Contract unless there has been a prior written amendment to this Contract to establish a dollar amount limitation in excess of the total amount established under this Contract as initially executed between LCG and Attorney.

4.

It is the responsibility of Attorney when submitting a billing statement or invoice to (a) verify the experience of each attorney shown on the invoice; (b) verify the rendition of services by any paralegal or law clerk, and (c) provide documented proof of requests for cost reimbursements in the format attached to this Contract. Requests for cost reimbursement can be made with reference to postage, fax and copy costs. When there is the necessity of making a large number of copies, Attorney will utilize the services of a commercial copy business in order to minimize the cost of copies whenever possible. When utilizing the services of an appraiser, abstractor, expert, consultant, court reporter for depositions and any such other outside services, whenever possible, the billing for such services should be made directly to LCG by the third party rendering the services at the request of Attorney but only after prior arrangements have been made by Attorney with the RMD and/or the City-Parish Attorney and the Attorney has been provided an appropriate budget appropriation number/line item to which the bill may be addressed. No cost reimbursement will be made to Attorney and/or to any third party rendering services at the request of Attorney without proper authorization and/or verification of expenditure. Any question concerning the incurring of any unusual or exceptional costs should be directed to the RMD or City-Parish Attorney prior to the incurring of said cost.

5.

In risk management matters or tasks, Attorney agrees to provide the Contract Attorney Case Assessment, Case Information, Evaluation and Proposed Budget Analysis Form which is attached hereto, and made a part hereof, as Exhibit "F." Upon the request of the RMD in risk management matters or tasks or City-Parish Attorney in all matters or tasks, Attorney is to provide whatever additional case or task assessment as requested. Notwithstanding the same, in any situation where there is any significant change in the status of the litigation in risk management matters or tasks, the status of the matter or task undertaken in non-risk management matters or tasks, and any significant change in the matter or task assigned which could have a material adverse effect on the LCG, Attorney further agrees to provide a revised budget analysis upon the occurrence of the significant change or upon the request of LCG. Attorney agrees that LCG will not pay Attorney for any case assessment and/or status report, other than the initial Contract Attorney Case Assessment, Case Information, Evaluation and Proposed Budget Analysis Form, except when any supplemental case assessment and/or status report has been specifically requested by the RMD in risk management matters or tasks or City-Parish Attorney in all matters or tasks. In risk management matters or tasks, Attorney agrees to

provide to the RMD copies of all pleadings, correspondence, reports, evaluations and/or other pertinent documentation as the same becomes available. In all non-risk management matters or tasks, Attorney agrees to provide to City-Parish Attorney copies of all significant correspondence, reports, documents, contracts, agreements, evaluations and/or other significant pertinent documentation that becomes available. Upon request, Attorney will provide such items in electronic form.

6.

Incorporated herein and made a part of this Contract are the attached Billing Guidelines and Cost Reimbursement Guidelines. Attorney agrees to strictly abide by these guidelines. Attorney agrees that LCG will have the right to terminate this Contract upon receipt of information which indicates that the Billing Guidelines and/or Cost Reimbursement Guidelines have not been adhered to by Attorney.

7.

Attorney will submit, at the end of each month, and for each assigned matter or task being handled by Attorney, a separate billing statement or invoice and itemization of all work performed listing by date the specific task performed, the amount of time expended in the performance of the task, the hourly rate for the task, the amount of the charge and the amount of any cost reimbursement. Time will be incurred in increments of one-tenth (.10) of an hour for any such task undertaken. Attorney is encouraged to utilize whatever means are necessary to limit the amount of time expended in any particular task and, whenever possible, to use agents or employees of Attorney who can adequately perform the task at the lowest possible billing rate. Invoices for all services rendered in risk management matters or tasks will be submitted directly to the RMD for review and approval. All such invoices will then be sent to City-Parish Attorney for review and approval. Invoices for services rendered in non-risk management matters or tasks will be sent directly to the Director of the Department of the Lafayette City-Parish Consolidated Government for which the services have been undertaken. Upon the approval of the Director of said Department, said invoices will be sent to City-Parish Attorney for review and approval. All billings by Attorney must be in compliance with the Billing Guidelines and Cost Reimbursement Guidelines set forth as attachments to this Contract.

8.

Attorney will be reimbursed for out-of-pocket expenses only in accordance with the provisions of this Contract and the Cost Reimbursement Guidelines which are attached to this Contract. Extended travel time, at the direction and for the convenience of LCG, is billable only if done during normal working hours and if it does not cause charges for the date to exceed ten (10) hours and only upon the prior written approval of the RMD in risk management matters or tasks or City-Parish Attorney in all other matters or tasks. Charges for travel time will be billed in accordance with the attached Billing Guidelines.

Attorney agrees to comply with the instructions and mandates of the attached Billing Guidelines and Cost Reimbursement Guidelines.

9.

Attorney hereby agrees that the responsibility for payment of taxes from any funds received by Attorney under this Contract will be the Attorney's obligation. Attorney's Social Security Number or Tax Identification Number is set forth on Exhibit "A" to this Contract.

10.

It is understood that should Attorney fail to submit statements or invoices within thirty (30) days following the end of the prior month to which the services relate, LCG will not be responsible for the payment of said billing statement under this Contract or on a *quantum meruit* basis.

11.

The Auditor for the Lafayette City-Parish Consolidated Government (or where applicable, the Legislative Auditor of the State of Louisiana), the RMD and/or the Office of the City-Parish Attorney may audit all records of Attorney which relate to this Contract, without limitation.

12.

This Contract may be terminated by LCG, for any reason and without cause, by providing written notice to Attorney. Pursuant to the Lafayette City-Parish Consolidated Government Home Rule Charter, Attorney is considered an Assistant City-Parish Attorney and serves at the pleasure of the City-Parish Attorney. Accordingly, upon written notification from the City-Parish Attorney, this Contract will terminate.

13.

The commencement of this Contract and all payments hereunder are subject to and conditioned upon the availability and appropriation of the necessary funds by the Lafayette City-Parish Consolidated Government and no liability or obligation for payment will develop between the parties until this Contract has been approved by LCG and until adequate funds have been appropriated by the Lafayette City-Parish Consolidated Government for the rendition of these legal services.

14.

Furthermore, the continuation of this Contract is contingent upon the appropriation of the necessary funding by the Lafayette City-Parish Consolidated Council. If the Council fails to appropriate sufficient monies to provide for the continuation of this Contract, this Contract will terminate on the date for which funds are not appropriated, with the sole liability being for any amounts due and owing as of the date of cancellation due to the non-appropriation of funds.

15.

It will be Attorney's responsibility to maintain Errors and Omissions insurance coverage with minimum limits of Five Hundred Thousand and No/100 (\$500,000.00) Dollars. This Errors and Omissions coverage must be maintained throughout the period of this Contract. Evidence of the coverage must be furnished to the RMD in all risk management matters or tasks and to City-Parish Attorney in all other matters or tasks. A copy of Attorney's current coverage is attached to this Contract as Exhibit "G."

16.

Attorney will neither assign nor transfer any interest in this Contract without the prior written consent of LCG; provided, however, that claim for monies due or to become due to Attorney under this Contract may be assigned to any bank, trust company or any other financial institution in order to allow the Attorney to borrow funds thereunder without such prior written consent. However, in all events, this Contract, and the payments due hereunder, are subject to all of the terms and conditions contained in this Contract, including but not limited to, the non-appropriation of funds for the payment of any sum under this Contract. Notice of any such assignment or transfer to a bank, trust company or other financial institution will be furnished promptly to LCG.

17.

Attorney shall not release or issue any press release or otherwise respond to any press inquiry without the explicit permission of the City-Parish Attorney. If Attorney should receive any request from any media for any comment on any matter or task involving the LCG, Attorney shall refer any such inquiry to the City-Parish Attorney.

18.

Notice will be sent by certified or registered mail, return receipt requested, to the following addresses:

If to City-Parish: Gregory J. Logan, City-Parish Attorney  
P. O. Box 52704  
Lafayette, LA 70505-2704

If to Attorney: As set forth on Exhibit "A" hereto.

19.

All records, reports, documents or other materials delivered or transmitted to Attorney by LCG will remain the property of LCG and will be returned by Attorney to LCG, at Attorney's expense, at the termination or expiration of this Contract. All records, reports, documents, pleadings, Exhibits or other materials related to this Contract and/or obtained or prepared by Attorney in connection with the performance of the services contracted for herein will become the property of LCG and will, upon request, be returned by Attorney to LCG, at Attorney's expense, at the termination or expiration of this Contract. Upon request, Attorney will provide such items in electronic form.

20.

Attorney acknowledges and agrees that LCG has the right to review all records, reports, worksheets or other materials of Attorney related to this Contract. The Attorney further agrees that Attorney will furnish to LCG, upon request, copies of any and all records, reports, worksheets, bills, statements or any other materials of Attorney related to or arising out of this Contract.

21.

Attorney further agrees that all applicable laws of the State of Louisiana and/or the United States of America, will apply to this Contract and Attorney agrees to abide by all such laws, rules and regulations, without exception, that may be applicable to this Contract and to the provision of legal services to LCG under the terms and conditions of this Contract. Without limiting the generality of the foregoing, Attorney, in the performance of legal services under this Contract, will comply fully with the requirements of the Louisiana Code of Governmental Ethics, La. R.S. 42:1101, *et seq.*, and all rules, regulations and policies promulgated or formulated thereunder. Furthermore, Attorney agrees not to discriminate in its employment practices and will render services under this Contract in accordance with all applicable laws, rules and regulations. Any act of discrimination committed by Attorney or any failure by Attorney to comply with any applicable law, rule or regulation will be grounds for immediate termination of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract for Legal Services on the 2 day of April, 2020.

WITNESSES:

Maty Mabey

Ramona B. LaForte

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

By: Gregory J. Logan

Gregory J. Logan  
City-Parish Attorney

John L. Gibson

Charles M. Gibson

GIBSON LAW PARTNERS, LLC

By: James H. Gibson

JAMES H. GIBSON

**EXHIBIT "A" TO  
CONTRACT FOR LEGAL SERVICES**

**CONTRACT ATTORNEY INFORMATION**

NAME:  \_\_\_\_\_

BAR ROLL NO.:  \_\_\_\_\_

DATE OF ADMISSION  
TO PRACTICE:  \_\_\_\_\_

FIRM: Gibson Law Partners, LLC

TAX I.D. NO.:  \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_

TRIAL ATTORNEY: Yes

MAILING ADDRESS: 2448 Johnston Street

Lafayette, LA 70503

PHONE: 337-761-6023

CELL PHONE:  \_\_\_\_\_

FAX: 337-761-6061

E-MAIL:  \_\_\_\_\_

PARALEGAL: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

### CONTRACT ATTORNEY INFORMATION

**SECRETARY:**

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