

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF NEW ORLEANS
AND
DREW M. TALBOT, ATTORNEY AT LAW, LLC
D/B/A RAINER ANDING & TALBOT**

THIS AGREEMENT (the “**Agreement**”) is made and entered into by and between the City of Baton Rouge/Parish of East Baton Rouge, represented by Sharon Weston Broome, Mayor (the “**City**”), and Drew M. Talbot, Attorney at Law, LLC d/b/a Rainer Anding & Talbot, represented by Drew M. Talbot (the “**Attorney**”). The Agreement is effective as of the date of execution by the City (the “**Effective Date**”),

WHEREAS, the **City** desires to engage an attorney for the professional services of legal representation against Belle of Baton Rouge (“**Belle**”) and/or L’Auberge Casino (“**L’Auberge**”), collectively, “**Taxpayers**,” at the district court or the Louisiana Board of Tax Appeals, as well as any appeals therefrom, and any other sales/use tax cases that may from time to time be assigned to Attorney by the **City**; and

WHEREAS, the Attorney has extensive experience in tax revenue collection cases and defense of tax revenue refund claims and has represented the State Department of Revenue and approximately 40 parishes and municipalities in such cases; and

WHEREAS, the Attorney is available and willing to perform the professional services required under this Agreement; and

WHEREAS, the City desires to engage Attorney to perform these services.

NOW THEREFORE, the City and the Attorney agree as follows:

ARTICLE 1 - THE ATTORNEY’S OBLIGATIONS

A. Services. The Attorney will, in accordance with the schedule approved by the City:

1. Represent the **City** against **Taxpayers** while taxpayers are under audit by the City to obtain necessary business records and documents needed to accurately calculate potential sales and occupancy tax liability, if required;

2. Represent the **City** against **Taxpayers** in the district court or before the Louisiana Board of Tax Appeals as required;

3. Provide updates to Finance and Parish Attorney’s Office regarding case status;

4. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Attorney as set forth in this Agreement. Invoices shall identify time spent and records created to litigation;

5. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, at no additional compensation;

6. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

7. Cooperate with the City and any person performing work for the City.

The City’s officers and employees are not authorized to request or instruct the Attorney to

perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Standards. The Attorney, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the Louisiana Rules of Professional Conduct.

C. Compliance with Laws. The Attorney, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances, including, without limitation, any legal requirements applicable to these services.

D. Invoices.

1. The Attorney will submit monthly invoices for work performed under this Agreement to the City no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information and supporting documentation: hearing dates, court filings, hourly rate, time spent, and reasonable expenses.

2. All invoices must be signed by an authorized representative of the Attorney under penalty of perjury attesting to the validity and accuracy of the invoice.

3. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

E. Records and Reporting.

1. The Attorney will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement; including, without limitation, of costs incurred through the later of three years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Attorney will deliver to the City all plans and records of work compiled through the date of termination.

2. The Attorney is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

F. Audit and Inspection.

1. The Attorney will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Attorney, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Attorney's office or place of business in Louisiana. If no such location is available, the Attorney will make the documents available at a time and location that is convenient for the City.

G. Insurance.

At times during this Agreement, Attorney will maintain sufficient insurance in full force and effect.

H. Indemnity.

1. To the fullest extent permitted by law, the Attorney will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Attorney, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Attorney in connection with the performance of work under this Agreement.

2. Limitation. The Attorney’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Attorney nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. Independent Duty. The Attorney has an immediate and independent obligation to, at the City’s option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Attorney is ultimately absolved from liability.

4. Expenses. Notwithstanding any provision to the contrary, the Attorney shall bear the expenses including, but not limited to, the City’s reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Attorney represents and warrants to the City that:

1. The Attorney, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Attorney has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Attorney is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Attorney, its employees, or its subcontractors in the performance of this Agreement;

4. The Attorney is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Attorney’s performance of this Agreement;

5. The Attorney has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Attorney is not in breach of any federal, state, or local statute or regulation applicable to the Attorney or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Attorney's most favored customer for the same or substantially similar services;

8. The Attorney has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Attorney and the execution of this Agreement by the Attorney's representative constitutes a sworn statement, under penalty of perjury, by the Attorney as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. The Attorney complies with City Code § 2-8(c) and no principal, member, or officer of the Attorney has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. Non-Solicitation Statement. The Attorney has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Attorney has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. Conflict Of Interest. The Attorney expressly acknowledges that this Agreement is for the performance of professional legal services on behalf of the Client, the City. Therefore, Attorney further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. Attorney represents that it has performed a conflicts check and affirms that no actual, perceived or potential conflicts exist. Attorney acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict. Any request for a conflict waiver must be presented to the City Attorney in writing in accordance with the Louisiana Rules of Professional Conduct. Nevertheless, the City Attorney is under no obligation to approve conflict waiver requests.

E. Employee Verification. The Attorney swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Attorney a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Attorney being ineligible for any public contract for a period of three years from the date the violation is discovered. The Attorney further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Attorney will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Attorney fails to provide such the requested affidavit or violates any provision of this paragraph.

F. The Attorney acknowledges that the City is relying on these representations and warranties and Attorney's expertise, skill, and knowledge and that the Attorney's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. **Administration.** The City will:

1. Administer this Agreement through the Department of Finance (the "**Department**");
2. Provide the Attorney documents deemed necessary for the Attorney's performance of any work required under this Agreement; and
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Attorney.

A. **Payment.** The City will make payments to the Attorney at the rate of compensation established in this Agreement based upon the Attorney's certified invoices, except:

1. The City's obligation to pay is contingent upon the Attorney's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set off any amounts due to the Attorney against any amounts deemed by the City to be owed to the City by the Attorney pursuant this Agreement; and

4. All compensation owed to the Attorney under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the Attorney that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Attorney or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay the Attorney only for the work requested by the City and satisfactorily performed by the Attorney through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. **Rate of Compensation.**

1. The City shall pay the Attorney at a rate of \$175.00 per hour for legal services rendered, \$60.00 per hour for paralegal and administrative staff support, and reimburse Attorney for reasonable costs incurred in performing its obligations under this Agreement, including but not necessarily limited to costs and expenses for filing fees, copying costs, courier expenses, travel expenses, expert witness fees and costs, and all other reasonable costs incurred in the performance of this Agreement. Prior to the expenditure of funds by Attorney for expert witness and travel costs, Attorney will obtain written approval from the City.

2. The City shall permit Attorney to assess a claim against Taxpayers for statutory attorney fees pursuant to La. R.S. 47:337.13.1 in connection with the collection of City sales and/or uses taxes, interest and penalties owed by Taxpayer(s). The City understands that in the event that the case(s) against Taxpayer is/are tried to any court or the Louisiana Board of Tax Appeals through a trial or summary judgment resulting in the City obtaining a final money judgment against Taxpayer(s), Attorney shall be compensated with attorney fees equal to **twelve percent (12%)** of the total tax, interest, penalty, and statutory attorney fee recovery from Taxpayer(s). From this sum, the compensation to Attorney shall be deducted for reimbursement to the City of the City's payment of all hourly rate fees and costs paid to Attorney as defined in Section III(A)(1) above.

3. The City and Attorney agree that if the City and Taxpayer(s) desire to enter into a settlement and compromise agreement prior to the City obtaining any money judgment(s) against Taxpayer(s) which requires Taxpayer(s) to pay a lump sum total amount to satisfy any claims by the City for taxes, penalties, interest and statutory attorney fee claims asserted by the City, any claim for compensation for attorney fees shall be reduced to **ten percent (10%)** of any total lump sum settlement amount. For example, if litigation between the City and Taxpayer(s) settles prior to a money judgment being rendered for a lump sum settlement payment by Taxpayer(s) to the City of \$1,000,000.00, that \$100,000.00 shall be considered between the City and Attorney to be attorney fees paid by Taxpayer(s), notwithstanding the fact that the \$1,000,000.00 settlement amount is not specifically enumerated to certain sums for taxes, penalties, interest and statutory attorney fees paid by Taxpayer(s) to the City. From that 10% allocation, the method of reimbursement to the City and payment to Attorney set forth in Subparagraph (4) of this Section shall be applied.

B. Maximum Amount. The maximum amount of hourly rate and costs compensation payable by the City to Attorney under this Agreement is \$50,000.00.

ARTICLE V - DURATION AND TERMINATION

A. Initial Term. The initial term of this Agreement shall be one year, commencing on the Effective Date.

B. Extension. The City may extend the term this Agreement for no more than four one-year periods pursuant to validly executed amendments, provided that any extension of this Agreement is subject to and contingent upon the encumbrance of funds.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Attorney written notice of the termination at least 30 calendar days before the intended date of termination.

D. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the Attorney. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If the Attorney successfully challenges the termination for cause in a court of law, the termination

for cause shall be deemed to be a termination for convenience, effective 30 days from the date of the original written notice of termination for cause without any requirement of further notice.

F. ***Suspension.*** The City may suspend this Agreement at any time and for any reason by giving two business day's written notice to the Attorney. The Attorney will resume work upon five business day's written notice from the City.

ARTICLE VI - PERFORMANCE MEASURES

A. ***Factors.*** The City will measure the performance of the Attorney according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. ***Failure to Perform.*** If the Attorney fails to perform according to the Agreement, the City will notify the Attorney. If there is a continued lack of performance after notification, the City may declare the Attorney in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VII - NON-DISCRIMINATION

A. ***Equal Employment Opportunity.*** In all hiring or employment made possible by, or resulting from this Agreement, the Attorney (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Attorney's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. ***Non-Discrimination.*** In the performance of this Agreement, the Attorney will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Attorney in any of Attorney's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Attorney. The Attorney agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. **Incorporation into Subcontracts.** The Attorney will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the Attorney fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE VIII - INDEPENDENT CONTRACTOR

A. **Independent Contractor Status.** The Attorney is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. **Exclusion of Worker's Compensation Coverage.** The City will not be liable to the Attorney, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23: 1034, any person employed by the Attorney will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. **Exclusion of Unemployment Compensation Coverage.** The Attorney, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Attorney nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Attorney has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Attorney are outside the normal course and scope of the City's usual business; and (c) the Attorney has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. **Waiver of Benefits.** The Attorney, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE IX - NOTICE

A. **In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

B. To the City:

Anderson O. "Andy" Dotson, III
Parish Attorney
P. O. Box 1471
Baton Rouge, Louisiana 70821-1471

And To:

Linda Hunt
Finance Director
222 St. Louis Street, Room 490
Baton Rouge, Louisiana 70821

C. To Lawyer:

Drew M. Talbot
8480 Bluebonnet Boulevard, Suite D.
Baton Rouge, La. 70810

And To:

Alejandro R. Perkins
Hammonds, Sills, Adkins & Guice, LLP
Acadian Centre
2431 South Acadian Thruway, Suite 600
Baton Rouge, LA 70808

D. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

E. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE X - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Attorney's interest in it are not assignable or transferable without the City's prior written consent.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Conflicting Employment. To ensure that the Attorney's efforts do not conflict with the City's interests, and in recognition of the Attorney's obligations to the City, the Attorney will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Attorney will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Attorney's performance of this Agreement. The City will make the final determination whether the Attorney may accept the other employment.

E. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Attorney on the basis of which party drafted the uncertain or ambiguous language. The

headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

G. Jurisdiction. The Attorney consents and yields to the jurisdiction of the 19th Judicial District Court, Baton Rouge, Louisiana, and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Attorney.

H. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

I. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

J. Non-Exclusivity. This Agreement is non-exclusive and the Attorney may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

K. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

L. Ownership Interest Disclosure. The Attorney will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Attorney and stating that no other person holds an ownership interest in the Attorney via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Attorney fails to submit the required affidavits, the City may, after 30 days' written notice to the Attorney, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

M. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by Attorney in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Attorney's personnel and administrative records and any tools, systems, and information used by the Attorney to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "**Work Product**") will be the exclusive property of City and the City will have all right, title and

interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Attorney's consent and for no additional consideration to the Attorney.

N. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Attorney, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Attorney pursuant to this Agreement without regard to Attorney's otherwise satisfactory performance of the Agreement.

O. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

P. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Q. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

R. Subcontractor Reporting. The Attorney will provide a list of all natural or artificial persons who are retained by the Attorney at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Attorney's work for the City. For any subcontractor proposed to be retained by the Attorney to perform work on the Agreement with the City, the Attorney must provide notice to the City within 30 days of retaining that subcontractor. If the Attorney fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Attorney, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

S. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

T. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

IN WITNESS WHEREOF, the City and Lawyer, through their duly authorized representatives, execute this Agreement.

**CITY OF BATON ROUGE/PARISH OF EAST
BATON ROUGE**

**BY: _____
SHARON WESTON BROOME**

Approved:

Anderson O. "Andy" Dotson, III, Parish Attorney

Approved as to Form

Office of the Parish Attorney

[LAWYERS' SIGNATURES CONTAINED ON NEXT PAGES]

LAW FIRMS

BY: _____
DREW M. TALBOT, ATTORNEY AT LAW, LLC

FEDERAL TAX I.D.

BY: _____
ALEJANDRO R. PERKINS, PARTNER
HAMMONDS, SILLS, ADKINS & GUIC, LLP

FEDERAL TAX I.D.