

LEGAL SERVICES CONTRACT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 29th day of September, 2013 by and between,

THE PLAQUEMINES PARISH COUNCIL, as governing authority for the Parish of Plaquemines and all political subdivisions and districts therein, in any and all matters and actions, all rights of action and warranties, and all rights, title, and interest in and to all lands and property owned by them, and to all resources and revenues therefrom, ("Client"), represented herein for purposes of executing the contract, by WILLIAM HAROLD NUNGESSER PRESIDENT, PLAQUEMINES PARISH, LOUISIANA.

And

CARMOUCHE AND ASSOCIATES, L.L.C. D/B/A TALBOT, CARMOUCHE & MARCELLO (hereinafter referred to as "Attorneys"); CONNICK and CONNICK, L.L.C.; COSSICH, SUMICH, PARSOLA & TAYLOR, L.L.C.; and BURGLASS AND TANKERSLEY, L.L.C. (hereinafter collectively referred to as "Attorneys")

WITNESSETH:

- (1) Nature of Legal Services. Client has engaged Attorneys to represent Client, and those parties Client is allowed to represent under the provisions of La. R.S. 49:214.21 *et seq.*, in connection with potential claims for recovery of damages, restoration costs, and injunctive and other appropriate relief under the provisions of the State and Local Coastal Resources Management Act of 1978 (La. R.S. 49:214.21 *et seq.*), including any claim related to La. R.S. 49:214.21 *et seq.* that Client has the right and cause of action to assert. Attorneys shall conduct an investigation for the purpose of determining whether any persons or legal entities have violated any of the provisions of La. R.S. 49:214.21, *et seq.* If it is determined by Attorneys that there is sufficient evidence to support claims by Client under the provisions of La. R.S. 49:214.21, *et seq.*, Attorneys shall make recommendations to Client, the Plaquemines Parish Council, as to the appropriate legal action or actions to be taken to pursue such claims. It is specifically understood and agreed by the Parties that the Plaquemines Parish Council and the Plaquemines Parish President may have separate and independent counsel present at any meeting related to this matter. After approval of Client, Plaquemines Parish Council, Attorneys are authorized to file suit in a court of appropriate jurisdiction against any persons or legal entities who are potentially responsible for damages or any other remedies provided in La. R.S. 49:214.21 *et seq.*, including any claim related to La. R.S. 49:214.21 *et seq.* that Client, Plaquemines Parish Council, has the right and cause of action to assert.
- (2) Filing of Suit or Negotiation of Settlement. If Attorneys are successful in obtaining relief via judgment, settlement, or arbitration award, the following shall provide nature and method of payment of fees, costs and expenses:

If any claim covered by this contract is concluded by means of settlement, Attorneys are entitled to payment of all fees, costs, and expenses from the settling defendants in an amount determined by the court or agreed by the defendants. If any claim covered by this contract is concluded by litigation or arbitration resulting in a judgment or arbitration award, Attorneys shall be paid those attorneys' fees, costs and expenses awarded by the court or arbitration panel under the provisions of La. R.S. 49:214.36 (E), or any other applicable fee shifting statute. Attorneys assume full responsibility for advancing any costs or expenses necessary to prosecute the claims covered by this contract. Client acknowledges that in seeking payment of attorneys' fees under R.S. 49:214.36 (E), or any other applicable fee shifting statute, Attorneys may base their claims on one or more the following non-exclusive factors: (1) the ultimate result obtained; (2) the responsibility incurred; (3) the importance of the litigation; (4) the amount of money involved; (5) the legal knowledge, attainment, and skill of the attorneys; (6) the number of appearances involved; (7) the intricacies of the facts involved; (8) the diligence and skill of counsel; (9) the financial risks assumed by Attorneys; (10) the time and labor required; (11) the novelty and difficulty of the questions involved; (12) the preclusion of other employment by the attorney due to acceptance of the case; (13) the customary fees charged in similar litigation; (14) the time limitations imposed by the circumstances; (15) awards in similar cases; and (16) contingency contracts customarily used in similar cases. Attorneys acknowledge that this contract is not a contingency fee contract, and that this contract shall not be construed to create a right in Attorneys to claim as a fee any portion of any cash recovery for the Client's damages or losses.

- (6) **Termination.** Client, and those parties Client is allowed to represent under the provisions of La. R.S. 49:214.21 *et seq.*, shall have the sole and exclusive right to accept or reject any offers for settlement of any claim or claims. However, Client, and those parties Client is allowed to represent under the provisions of La. R.S. 49:214.21 *et seq.*, shall have an obligation to weigh fully the opinions and recommendations of Attorneys, and Client shall reach its decision as to whether or not it will settle any claim or claims based on Client's exercise of its reasonable discretion.

Client may terminate Attorneys' representation at any time by providing written notice to Attorneys. Should Client elect to terminate Attorneys representation prior to the full conclusion of Attorneys' services under this contract, Client understands and agrees that Attorneys may petition the Court for an award of attorney fees under the terms of this contract, and may file a claim and lien for expenses, costs, and Attorneys' fees in accordance with applicable law, provided, however, that any claim for Attorneys' fees, costs and expenses under the provisions of this paragraph shall be limited to the fees, costs and expenses according to the provisions of paragraph (2) of this contract.

- (7) **No Guarantees.** Client hereby acknowledges that Attorneys have made no guarantees regarding a successful outcome, and that all representations concerning the likely outcome of the claim or claims are merely opinions.

- (8) **Severability.** If any part of this contract is determined to be unenforceable, the parties agree that all other parts of this contract shall nevertheless remain valid and enforceable.
- (9) **Integration.** This contract represents the final and mutual understanding of the parties. It replaces and supersedes any prior contracts, agreements, or understandings, whether written or oral. This contract may not be modified, amended, or replaced except by written agreement from Client, the Plaquemines Parish Council, and Attorneys.

CLIENT

PLAQUEMINES PARISH COUNCIL, AS
REPRESENTATIVE AND GOVERNING AUTHORITY
OF THE PARISH OF PLAQUEMINES

BY: 

WILLIAM HAROLD NUNGESSER,
PARISH PRESIDENT (Authorized Signatory)

ATTORNEYS

CARMOUCHE AND ASSOCIATES, L.L.C.

BY: 

DONALD T. CARMOUCHE

CONNICK AND CONNICK, L.L.C.

BY: 

WILLIAM P. CONNICK

COSSICH, SUMICH, PARSIOLA & TAYLOR, L.L.C.

BY: 

PHILIP F. COSSICH, JR.

BURGLASS AND TANKERSLEY, L.L.C

BY: 

BRUCE D. BURGLASS, JR.

The following Ordinance was offered by Council Member Guey who moved its adoption:

An Ordinance to authorize the Parish President to enter into negotiations and execute a contract with the attorneys; Carmouche and Associates, LLC, Connick and Connick, LLC, Cossich, Sumich, Parsiola & Taylor, LLC and Burglass & Tankersley, LLC for professional legal services for the investigation, preparation, filing and handling of such injunctive, declaratory, or other actions as are necessary to ensure compliance with coastal zone laws, statutes and regulations; and otherwise to provide with respect thereto.

WHEREAS, the Plaquemines Parish Coastal Zone Management department, within the authority granted to the Plaquemines Parish Council as representative and governing authority of the Parish of Plaquemines in any and all matters and actions, all rights, title, and interest in and to all lands and property owned by the Parish of Plaquemines, and to all resources and revenues derived therefrom, administers the Plaquemines Parish Coastal Zone Management (CZM) Program pursuant to the provisions of La. R.S. 49:214.28 and consistent with the rules, guidelines, policies and objectives set forth in Subpart C (Louisiana Coastal Zone Management Program) of Part II of Chapter 2 of Title 49 of the Revised Statutes; and

WHEREAS, Louisiana Revised Statutes, Title 49, Section 214.36 authorizes Plaquemines Parish Government, through the Plaquemines Parish Council, to bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone of Plaquemines Parish for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit.

WHEREAS, the Plaquemines Parish Council has determined that investigation, preparation and filing of any actions authorized by Louisiana Revised Statutes, Title 49, Section 214.21, et seq, and specifically La. R.S. 49:214.36, requires the hiring of independent legal counsel for the Parish of Plaquemines with specialized knowledge and experience in pertinent state and federal coastal and environmental statutes and regulations, oil and gas statutes and regulations, environmental and ecological risk assessment and remediation, coastal loss mitigation, hydrology, hydro geology, and geological and lithological science; and

WHEREAS, pursuant to Resolution No. 13-138 and following the receipt of one qualification pursuant to the advertisement and promulgation of Requests for Qualifications, the Parish President is authorized by the Plaquemines Parish Council to enter into an agreement in a form agreed to between the Plaquemines Parish Council and the attorneys, Carmouche and Associates, LLC, Connick and Connick, LLC, Cossich, Sumich, Parsiola & Taylor, LLC and Burglass & Tankersley, LLC for professional legal services for the investigation, preparation, filing and handling of such injunctive, declaratory, or other actions as are necessary to ensure compliance with coastal zone laws, statutes and; and

WHEREAS, the Council has reviewed the sole qualification submitted and contract;

NOW, THEREFORE:

BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

The Parish President is hereby authorized to execute a contract for professional legal services in a form agreed to between the Plaquemines Parish Council and the attorneys, Carmouche and Associates, LLC, Connick and Connick, LLC, Cossich, Sumich, Parsiola & Taylor, LLC and Burglass & Tankersley, LLC for professional legal services for the investigation, preparation,

SECTION 2

The attorneys, Carmouche and Associates, LLC, Connick and Connick, LLC, Cossich, Sumich, Parsiola & Taylor, LLC and Burglass & Tankersley, LLC for professional legal services for the investigation, preparation, filing and handling of such injunctive, declaratory, shall immediately appoint a primary and secondary individual attorney contact, who shall have authority to, collectively, act on behalf of the attorneys in corresponding with, reporting to, and receiving direction from its Client, the Plaquemines Parish Council, as the representative and governing authority of the Parish of Plaquemines in any and all matters and actions, all rights, title, and interest in and to all lands and property owned by the Parish of Plaquemines, and to all services and revenues derived therefrom.

SECTION 3

The primary and/or secondary individual attorneys shall correspond with, report to, and receive direction from its client, the Plaquemines Parish Council, through its special counsel, Dwyer, Cambre and Suffern, L.L.C., or, in the alternative, directly from the Council as provided by the Plaquemines Parish Charter.

SECTION 4

The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Parish employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

WHEREUPON, in open session the above Ordinance was read and considered section by section and as a whole.

Council Member Marinovich seconded the motion to adopt the Ordinance.

The foregoing Ordinance having been submitted to a vote, the vote resulted as follows:

YEAS: Council Members Percy "P.V." Griffin, Kirk M. Lepine, Stuart J. Guey, Burghart Turner, Jeff Edgecombe, Byron T. Marinovich, and Maria Cooper

NAYS: None

ABSENT: Council Member Keith Hinkley and Anthony L. Buras

PRESENT BUT NOT VOTING: None

And the Ordinance was adopted on this the 12th day of September, 2013

Delivered to the Parish President

at 12:30 a.m. on 9/13/2013

Kim M. Soupe
Secretary

Received from the Parish President

at 12:09 a.m. on 9/16/2013

Kim M. Soupe
Secretary

Approved at 11:30 a.m. p.m.

On 9-16-2013

W. H. Hinkley
Parish President

I hereby certify the above and foregoing to be a true and correct copy of an Ordinance adopted by the Plaquemines Parish Council at a meeting held in the Plaquemines Parish Auditorium, 8398 Highway 23, Belle Chasse, Louisiana, on Thursday, September 12, 2013.

Secretary