



BREAZEALE, SACHSE & WILSON, L.L.P.

ATTORNEYS AT LAW

**B. TROY VILLA**

Partner

Troy.Villa@bswllp.com

DIRECT DIAL (225) 381-8052

CORPORATE PHONE (225) 387-4000

FAX (225) 387-5397

One American Place, 23rd Floor (70825)

301 Main Street (70801)

P. O. Box 3197

Baton Rouge, LA 70821-3197

www.bswllp.com

August 9, 2019

The Honorable Natalie Robottom  
Parish President  
St. John the Baptist Parish, State of Louisiana  
1801 W. Airline Hwy.  
LaPlace, LA 70068



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCH Clerk of Court

I certify that this is a true copy of the  
original filing that was recorded on:

08/29/2019 11:57AM

367752-MO

Deputy Clerk

*[Signature]* #82951

RE: Proposal to Represent St. John the Baptist Parish

Dear President Robottom:

My law firm appreciates the consideration of St. John the Baptist Parish ("Parish") in retaining our firm to provide legal services to the Parish. We understand the Parish needs to acquire certain real property through private acquisition and/or expropriation in order to facilitate a flood protection project (the "Project"). The Parish has asked me to provide the terms of our engagement with respect to the Project.

As we do with all clients, our firm's ordinary process involves a written engagement letter that sets forth the scope of legal services we expect to provide as well as disclosing our billing practices. The following are the terms of our firm's engagement to represent the Parish with respect to the Project.

## ENGAGEMENT TERMS

### Scope of Services

Given our understanding of the Parish's goals in this matter, and based on our experience in these matters, our legal representation shall include the following:

1. Analysis regarding numerous legal issues related to the Project, including, but not limited to, the establishment of a public purpose for the Project.

August 9, 2019

Page 2

2. Assist, as needed, with aspects of the Parish Council's authorization for the Parish to undertake all actions necessary for the Project, including expropriation of the subject property.
3. Coordinating and/or assisting the Parish in securing updated title information of the subject property and reviewing same.
4. Coordinating and/or assisting the Parish in securing updated appraisals for the subject property.
5. Preparation of offer letters and/or solicitations of interest to the landowners regarding the private sale and acquisition of the subject property.
6. Handle all aspects of private sales and acquisitions to the extend landowners accept the Parish's offer.
7. Handle all matters related to any necessary expropriation proceedings, if any, that are necessary for the Parish to acquire the real property, including preparation and filing of all pleadings, using our best efforts to identifying and locating all landowners, either respective heirs or legatees, represent the Parish in all hearings and other judicial conferences, file responsive pleadings to the extent landowners object to any aspect of the proceedings, including challenges to the compensation award, basis for the public taking, etc.
8. As requested, represent the Parish in any matter ancillary to the Project.

#### **Billing Matters**

It is essential for our clients, prospective client and our firm to have a clear understanding as to the costs of legal services. This allows the client to plan for the expected costs of legal services and prevents unfortunate disagreements or misunderstandings at the conclusion of a particular matter. Our charges are based upon a number of factors, including the time and labor involved, the novelty and difficulty of the types of legal issues presented, and the skill, education, and experience necessary to competently perform the requested legal services. Other factors also include the costs of similar legal services customarily charged in the community, the amount of money or property involved or in jeopardy, as well as the results finally obtained. Ordinarily, our services would be billed at our standard hourly rates that are set forth on Exhibit A attached hereto. However, we are prepared to offer the Parish for this engagement a rate that is the lesser of (a) a blended hourly rate at \$300 per hour for all attorneys working on the matter or (b) the attorney's normal standard hourly rate if it is less than the foregoing blended rate. Any paralegal utilized on the Project will be billed at \$150 per hour.

Although other members of this firm, including associates and paralegals, may, from time to time, work on various aspects of this matter, I will be the attorney in charge of this matter.

August 9, 2019

Page 3

Much of the legal work that we undertake is pursued out of the presence of the client, including legal research, review of file documents, negotiations, and the like. Our time spent on any legal matter will be carefully kept in tenths of an hour. Telephone consultations are included in arriving at the total time and labor required on a given legal matter. Expenses such as copying, postage, travel, computer research, and the like will be billed as separate items for reimbursement. We will also pass on to the Parish any charges from third-party vendors such as deposition reporter fees, expert witness fees and outside copy service charges. If such costs are substantial, we may choose not to advance them, but forward to the Parish for direct payment by the Parish to the vendor.

Billing statements will be sent monthly and are due upon receipt. If collection measures or litigation becomes necessary to collect any fees and costs incurred hereunder, the Parish will be responsible for all costs of collection, including attorneys' fees and costs. If the Parish should have any questions regarding our bills or any difficulty in paying them, please contact us immediately.

#### **Electronic Data Communication and Storage**

In the interest of facilitating our services to the Parish, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. The Parish's confidential electronic data may be transmitted or stored using these methods. We may use third party service e-providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

The Parish recognizes and accepts that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. The Parish consents to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

August 9, 2019

Page 4

### **Document Retention**

Breazeale, Sachse & Wilson will store all client files, at Breazeale, Sachse & Wilson's expense, for a period of up to five (5) years following termination of your representation, and may thereafter destroy same without further notice to the Parish. In addition, Breazeale, Sachse & Wilson will store all relevant files relating to your property that Breazeale, Sachse & Wilson has held in trust for a period of five (5) years, and may thereafter destroy same without further notice to the Parish. The Parish may request in writing that Breazeale, Sachse & Wilson make available to the Parish or your designee, any files in our possession. Within 21 days of receipt of such request, we will make a copy of your file available for pick-up at Breazeale, Sachse & Wilson's office.

### **Electronic signatures and copies**

Breazeale, Sachse & Wilson and the Parish agree that a digital signature shall be effective to show assent to the terms of this agreement. Furthermore, Breazeale, Sachse & Wilson and the Parish agree that the terms of this agreement may be proved through an electronic facsimile, including a scanned electronic copy in portable document format ("pdf") or other digital format.

### **Commencement Effective Date**

Breazeale, Sachse & Wilson will not begin work on this matter and has not been retained by the Parish, and is under no duty to represent the Parish, until the Parish have signed the agreement and returned it to Breazeale, Sachse & Wilson. Unless otherwise provided herein, this agreement is effective as of the date of the Parish's signature.

The essence of the attorney-client relationship is trust, confidence, and service. It is our firm's philosophy to spend as much time with the Parish as is necessary to ensure that your legal service needs are met. We want the Parish to feel free to write or call any time the Parish has a question to be answered or an issue to be discussed. The Parish will be sent copies of all material correspondence relative to this legal matter. We appreciate the Parish's considering retaining our firm, and we certainly will make every effort to bring this matter to a satisfactory conclusion.

August 9, 2019  
Page 5

Upon receipt of this signed engagement letter, we will commence our engagement on your behalf.

With kindest regards, I remain,

Very truly yours,

**BREAZEALE, SACHSE & WILSON, L.L.P.**



B. Troy Villa

AGREED AND ACCEPTED

St. John the Baptist Parish, State of Louisiana

By: Natalie Robottom  
Natalie Robottom  
Parish President

Date: August 13, 2019

August 9, 2019  
Page 6

**EXHIBIT A**

**ATTORNEY STANDARD HOURLY BILLING RATE SCHEDULE**

| <u>Attorney</u> | <u>Standard Hourly Rate</u> | <u>Proposal Rate</u> |
|-----------------|-----------------------------|----------------------|
| Troy Villa      | \$450                       | \$300                |
| Eric Landry     | \$400                       | \$300                |
| Saul Newsome    | \$275                       | \$275                |
| Scott Hensgens  | \$425                       | \$300                |
| Paralegal       | \$200                       | \$150                |



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*August 15<sup>th</sup>, 2019*

### Division A

Larry Sorapuru, Jr.  
502 Hwy. 18 River Road  
Edgard, LA 70049  
Cell 504-218-9049

### Division B

Jaclyn S. Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

### District I

Kurt Bechnel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

### District II

Julia Remondet  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-330-7739

### District III

Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

### District IV

Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

### District V

Michael P. Wright  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

### District VI

Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. Airline Hwy.**  
**LaPlace, LA 70068**

**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, August 13<sup>th</sup>, 2019.**

**“Councilman Perrilloux moved and Councilwoman Hotard Gaudet seconded the motion to grant administration authorization to engage Breazeale, Sachse, & Wilson, L.L.P. Attorneys at Law for the Haydel Canal Project. The motion passed with Councilman Sorapuru absent.”**

### CERTIFICATION

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 13<sup>th</sup> day of August, 2019.**

August 15<sup>th</sup>, 2019  
  
Jackie Landeche  
Council Secretary  
St. John the Baptist Parish Council