

STATE OF LOUISIANA
CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN THAT this agreement is entered into by and between **Louisiana State Board of Embalmers and Funeral Directors** (hereinafter sometimes referred to as "LSBEFD") and **Chanel R. Debose, Attorney** (hereinafter sometimes referred to as "Prosecutor").

1.

Prosecutor hereby agrees to furnish the following services:

To provide assistance, advice, and all necessary legal representation to the LSBEFD in the capacity of Prosecutor to the LSBEFD. These services are to be provided under the immediate supervision of the staff of the LSBEFD.

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker's compensation.

These legal services are to be provided under the immediate supervision of the staff of the LSBEFD and subject to secondary review by the Department of Justice, Office of the Attorney General.

The LSBEFD hereby certifies and Prosecutor hereby acknowledges that:

1. **Goals and objectives:** The LSBEFD has entered into this contract in order to obtain professional and reliable legal services as referred to hereinabove.
2. **Performance measures:** The services provided by Prosecutor shall be evaluated to determine that the services are provided timely and professionally.
3. **Monitoring Plan:** Kim W Michel, Executive Director, of the LSBEFD shall monitor the performance of Prosecutor by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by Prosecutor.

2.

In consideration of the services described hereinabove, LSBEFD hereby agrees to pay the Prosecutor as follows:

\$225 per hour

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed \$90,000.00 per year. Thus, the maximum amount of contract will be \$270,000.00 and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Prosecutor shall submit to the State for review and approval an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (*e.g., drafting of pleadings, research, review of files, etc.*). It is understood that should Prosecutor fail to submit statements within thirty (30) days following the end of each month, the State shall not be responsible for payment thereof under this contract or in quantum meruit. All billings by Prosecutor for services rendered shall be submitted in compliance with LSA-R.S. 39:1618.

All legal fees and costs shall be paid in accordance with the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth in PPM 50. Prosecutor shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed eight hours per day without written justification. Prosecutor agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement.

The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so

that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement.

The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The Legislative Auditor of the State of Louisiana, the State Inspector General and/or Division of Administration auditors may audit all records of Prosecutor which relate to this contract. Prosecutor shall maintain said records for a period of five years after the date of final payment under this contract.

5.

This contract is in effect for the period commencing January 20, 2022 and ending on January 19, 2025.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment for not more than two (2) times.

If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by the State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to the State with appropriate information and signatures not less than fifteen (15) days

prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

6.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.

Prosecutor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Prosecutor from the State under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Prosecutor's address by certified mail. Prosecutor shall have the right to cancel this contract for any reason by giving the State 30 days written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to LSBEFD: Ms. Kim W. Michel, Executive Director
LSBEFD
3500 N. Causeway Blvd. Suite 1232
Metairie, LA 70002

If to Prosecutor: Chanel R. Debose, Attorney at Law
3519 Washington Ave.
New Orleans, LA 70125

9.

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

10.

The LSBEFD and Prosecutor acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Prosecutor related to this contract. The LSBEFD and Prosecutor further agree that Prosecutor will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Prosecutor related to this contract.

11.

Prosecutor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

Any act of discrimination committed by Prosecutor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12.

This contract is not effective until approved in writing by the LSBEFD, the Attorney General and the Office of State Procurement in accordance with La. R.S. 39:1565 and 39:1595.1. It is the responsibility of the contractor to advise the LSBEFD in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 – 1672.4.



**Louisiana State Board of Embalmers
and Funeral Directors
New Orleans, LA**

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Metairie, LA 70002
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FAX: 504.838.5112

www.lsbefd.state.la.us
Toll free: 888.508.9083

THE LOUISIANA STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS

RESOLUTION

The following Motion and Resolution was offered by, Mr. Dixon who moved for its adoption, and seconded by, Mr. Luneau at the December 1, 2021, meeting of the Louisiana State Board of Embalmers and Funeral Directors (the "Board"):

WHEREAS, the Board wishes to retain the services for a Hearing Officer with John W. Becknell, at;
\$225 per hour – Ten or more years of service
\$175 per hour – Five to Ten years of service
\$150 per hour - Three to Five years of service
\$125 per hour – Less than Three years of service
\$ 60 per hour – Paralegals
\$ 40 per hour – Law Clerks

the total of all sums payable under this contract resolution including fees and reimbursement of expenses shall not exceed \$5,000.00 per year. Thus, the maximum amount of this contract resolution will be \$15,000.00;

WHEREAS, this resolution shall take effect immediately.

BE IT RESOLVED that the Louisiana State Board of Embalmers and Funeral Directors pursuant to La. R.S. 42:262 does hereby retain and employ John W. Becknell, Attorney, as Hearing Officer; and

BE IT FURTHER RESOLVED, that this Resolution be submitted to the Attorney General for the State of Louisiana for approval.

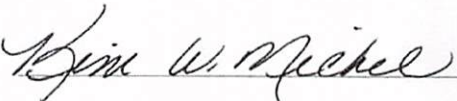
The resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7
NAYS:
ABSENT: 2
NOT VOTING:

Whereupon the Resolution was declared adopted by the Louisiana State Board of Embalmers and Funeral Directors on the 1st day of December, 2021.

I, Kim W. Michel, Executive Director of The Louisiana State Board of Embalmers and Funeral Directors, hereby certify the above and foregoing to be a true and exact copy of a resolution adopted by the said Board at its meeting held December 1, 2021, at which a quorum was present, and the same has not been revoked, rescinded or altered in any manner, and is in full force and effect.

Witness my hand this 1st day of December, 2021.





**Office of State Procurement
PROACT Contract Certification of Approval**

This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 4400023006
Vendor: Chanel R Debose
Description: Prosecuting Counsel Services
Approved By: Christine Smiles
Approval Date: 10/11/2021

The above referenced number has been assigned by this office and will be used as identification for the contract. Please use this number when referring to the contract in correspondence or an amendment. Approval of continuing services contracts is contingent upon the receipt of a final performance evaluation report on the prior contract as required under Revised Statute 39:1569.1.

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

This also serves as notice that if the requisite fiscal year funds are not appropriated by the legislature, then it will be your responsibility to notify the contractors that they will not be able to commence work under this contract since this office's approval is conditioned on the eventual availability of said funds. If such funds do not become available, then this contract is invalid.