

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 *Department of Justice, Office of the Attorney General* hereinafter sometimes referred to as ("Counsel").

1.

Counsel hereby agrees to furnish the following services:

To provide assistance, advice, and all necessary legal representation to the LSBEFD in the capacity of general counsel to the LSBEFD. These services are to be provided un 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 Counsel hereby acknowledges that:

1. **Goals and objectives:** The (State Agency) has entered into this contract in order to obtain professional and reliable legal services as referred to herein above.
2. **Performance measures:** The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.
3. **Monitoring Plan:** The staff of the (State Agency) shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.

2.

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

\$350 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF TEN OR MORE YEARS IN THE PRACTICE OF LAW

\$275 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF FIVE TO TEN YEARS IN THE PRACTICE OF LAW

\$225 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF THREE TO FIVE YEARS IN THE PRACTICE OF LAW

\$175 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF LESS THAN THREE YEARS IN THE PRACTICE OF LAW

\$80 PER HOUR FOR PARALEGAL SERVICES

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed 45,000.00 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, Counsel 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 Counsel 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 Counsel 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. Counsel 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. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said counsel's obligation and identified under Federal tax identification number 72-0563883 and the Louisiana Department of Revenue Account Number 5821772001.

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 contractors further acknowledges understanding that issuance of 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 Counsel which relate to this contract. Counsel 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 July 1, 2024 and ending on June 30, 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. The original term of this contract may not be for a period of more than a year from the effective date. This contract may be extended by an executed and approved amendment for not more than two (2) times and in no event shall the total

term of this contract, including extensions hereto, be for a period of more than three (3) years from the effective date.

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.

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.

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

and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Counsel 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 counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors, are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the 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 State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.

Pursuant to La. R.S. 13:5106A, no suit against the state or a state agency or political subdivision shall be instituted in any court other than a Louisiana state court. Furthermore, the Eleventh Amendment to the United States Constitution bars all individuals from suing an unconsenting state in federal court. Accordingly, Counsel shall not waive Louisiana's sovereign immunity under the Eleventh Amendment to the U.S. Constitution by agreement or otherwise, including entering into a consent judgment involving injunctive relief against the State, or a consent judgment permitting or requiring ongoing supervision by the State, without prior written approval by the Louisiana Attorney General's office. Failure to abide by this provision will constitute a breach of this contract and may result in the termination of the contract plus the waiver of all legal fees owed to the Contractor from the date of the breach.

14.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day
of 8th day of July, 2024.

WITNESSES SIGNATURES:

**Louisiana State Board of Embalmers and
Funeral Directors**

Heidi L. Penouilh
John P. Bergeron

By: Kim W. Michel
Kim W. Michel
Tax I.D. #: 72-0563883
Telephone: 504.838.5109
Fax No: 504.838.5112

**Department of Justice, Office of the
Attorney General**

Margaret Higginbotham
Halcy Baercke

By: John W. Siquel
John Siquel, Executive Counsel
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THE LOUISIANA STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS

RESOLUTION

The following Motion and Resolution was offered by Mr. Boudreaux who moved for its adoption, and seconded by Mr. Dixon at the January 9, 2024, meeting of the Louisiana State Board of Embalmers and Funeral Directors (the "Board"):

WHEREAS the Board wishes to retain the legal services of the Office of the Attorney General at:

\$350 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF TEN OR MORE
YEARS IN THE PRACTICE OF LAW
\$275 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF FIVE TO TEN
YEARS IN THE PRACTICE OF LAW
\$225 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF THREE TO FIVE
YEARS IN THE PRACTICE OF LAW
\$175 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF LESS THAN
THREE YEARS IN THE PRACTICE OF LAW
\$ 80 PER HOUR FOR PARALEGAL SERVICES

The total of all sums payable under this agreement including fees and reimbursement of expenses shall not exceed \$45,000.00 per year.

WHEREAS this resolution shall take effect beginning July 1, 2024.

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 the Department of Justice, Office of The Attorney General as general counsel; and

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

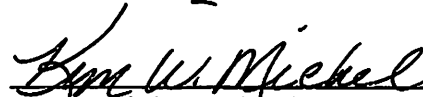
The resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: 8
NAYS: 0
ABSENT: 0
NOT VOTING: 1

Whereupon the Resolution was declared adopted by the Louisiana State Board of Embalmers and Funeral Directors on the 9th day of January 2024.

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 January 9, 2024, 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 9th day of January 2024.


Kim W. Michel, Executive Director



**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: 4400030736
Vendor: Attorney General LA DOJ
Description: General Counsel Services
Approved By: Christine Smiles
Approval Date: 9/26/2024

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

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.