

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 **Breazeale, Sachse & Wilson, L.L.P.** 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 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 Counsel 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 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 LSBEFD 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:

\$300 PER HOUR

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed \$150,00.00 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 72-0442889 and the Louisiana Department of Revenue Account Number 1278977000.

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

acknowledge 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 September 18, 2024 and ending on September 17, 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 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 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.

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

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

Carrie L. Jones, Of Counsel
Breazeale, Sachse & Wilson, L.L.P.
One American Place
301 Main Street, Suite 2300
Baton Rouge, LA 70801

9.

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

10.

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

11.

Counsel 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.

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 18th day of September, 2024.

WITNESSES SIGNATURES:

Louisiana State Board of Embalmers and Funeral Directors

Handwritten Signature
Heidi L. Penouilh

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

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

Handwritten Signature
Chalokhapi

By: Handwritten Signature
Scott N. Hensgens, Managing Attorney
Tax I.D. #72-0442889
Telephone: 225.387.4000
Fax No: 225.381.8029

APPROVED AS PER LETTER OF 12/9/24
ELIZABETH B. MURRILL, ATTORNEY GENERAL

BY: Handwritten Signature
ERIN C. DAY
ASSISTANT ATTORNEY GENERAL

ATTACHMENT #1

INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each calendar month, 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 expert reports, research, review of files, etc.*) should be invoiced to (*agency*) via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency's request.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Express Mail - a copy of the invoice from the vendor.
2. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the contract, the amount billed to date and the remaining balance.

If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.

LSA - R.S. 39:1618 calls for invoices to be submitted in the form of an affidavit.