

STATE OF LOUISIANA

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN THAT on this 1st day of December 2021, this agreement is entered into by and between the Louisiana State Board of Embalmers and Funeral Directors, hereinafter sometimes referred to as the "LSBEFD", and John Becknell, Esq., 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 hearing officer for 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 hereinabove.
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 services described hereinabove, LSBEFD hereby agrees to pay the COUNSEL as follows:

\$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 our – Law Clerks

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed \$ 15,000.00 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 LSBEFD within 90 days of contract expiration date. At the end of each calendar month, COUNSEL shall submit to the LSBEFD 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, LSBEFD shall not be responsible for payment thereof under this contact 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 the LSBEFD 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 LSBEFD, 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 **72-1407052**.

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 **October 16, 2022** and ending on **October 15, 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 LSBEFD and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to LSBEFD 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.

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The continuation of this contract is **NOT** 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 **NOT** 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 LSBEFD, provided however, that claims for money due or to become due to the COUNSEL from the LSBEFD 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 LSBEFD and the Office of State Procurement.

8.

The LSBEFD 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 LSBEFD 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
 Executive Director
 Louisiana State Board of Embalmers and Funeral Directors
 3500 N. Causeway Blvd., Suite 1232
 Metairie, LA 70002

If to COUNSEL: John Becknell, Esq.
 3445 N. Causeway Blvd., Suite 736
 Metairie, LA 70002

9.

All records, reports, documents and other material delivered or transmitted to COUNSEL by LSBEFD shall remain the property of LSBEFD, and shall be returned by COUNSEL to LSBEFD, 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 LSBEFD, and shall, upon request, be returned by COUNSEL to LSBEFD, at COUNSEL's expense, at termination or expiration of this contract.

10.

The LSBEFD 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 LSBEFD 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, 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.

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 R.S. 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.

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 LSBEFD 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this
day of *(enter date)*.

WITNESSES SIGNATURES:

LSBEFD

Lidia L. Fenouilh
Chanel R. DeBose

BY: Kim M. Michel
Kim Michel, Executive Director

Allison B. Konrad

BY: John Becknell, Esq.

Ashley K. Becknell
Ashley K. Becknell

Tax I.D. #: 72-1407052

Telephone: 504-833-7325



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

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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.

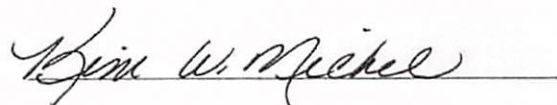
The resolution having been submitted to a vote, the vote thereon was as follows:

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: 4400023975
Vendor: John W. Becknell
Description: Hearing Officer Services
Approved By: Christine Smiles
Approval Date: 3/16/2022

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.