

# **THE BOARD OF DIRECTORS OF THE LOUISIANA HOUSING CORPORATION (LHC)**

## **RESOLUTION**

The following Motion and Resolution was offered by \_\_\_\_\_ who moved for its adoption, and seconded by \_\_\_\_\_ at the June 12, 2024, meeting of the Louisiana Housing Corporation (LHC) Board of Directors (the “Board”):

## **RESOLUTION**

**A resolution to approve and authorize the Louisiana Housing Corporation (“Corporation”) to enter into a contract with The Law Offices of R. Gray Sexton to represent the LHC Board of Directors in matters as needed; and providing for other matters in connection therewith.**

**WHEREAS**, LA R.S. 40:600.90 D (7) includes the right to employ counsel as an enumerated right of the Board of Directors of the Louisiana Housing Corporation; and

**WHEREAS**, the Board of Directors of the Louisiana Housing Corporation wish to employ its own independent counsel to represent the Board separate from the Louisiana Housing Corporation to advise on matters related to general litigation, ethics, conflicts of interest, compliance, business, and additional matters as directed by the Board of Directors Chair or his designee; and

**WHEREAS**, the Board wishes to employ the Law Office of R. Gray Sexton, doing business as Sexton Law Firm as said independent counsel; and

**WHEREAS**, the total compensation under this contract shall not exceed Fifty Thousand Dollars (\$50,000) and the hourly rates shall not exceed those established by Maximum Hourly Fee Schedule as issued by the Louisiana Office of the Attorney General on February 16, 2024 ; and

**WHEREAS**, the term of the contract shall be from July 1, 2024 to June 30, 2025; and

**WHEREAS**, the scope of this legal representation does not involve federal claims; and

**WHEREAS**, this resolution shall take effect immediately; and

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Louisiana Housing Corporation (LHC), pursuant to LA R.S. 40:600.90 D (7) does hereby retain and employ the Law Office of R. Gray Sexton as special counsel; and

**BE IT FURTHER RESOLVED**, that this Resolution and proposed contract described herein 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: \_\_\_\_  
NAYS: \_\_\_\_  
ABSENT: \_\_\_\_  
NOT VOTING: \_\_\_\_

Whereupon the Resolution was declared adopted by the Board of Directors of the Louisiana Housing Corporation (LHC) on the 12th day of June, 2024.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board of Directors, entitled: “A resolution to approve and authorize the Louisiana Housing Corporation (“Corporation”) to enter into a contract with The Law Offices of R. Gray Sexton to represent the LHC Board of Directors in matters as needed; and providing for other matters in connection therewith” at the Board meeting held on June 12, 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.

**IN FAITH WHEREOF**, witness my official signature and the impress of the official seal of the Corporation on this, the 12<sup>th</sup> day of June, 2024.

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Secretary

(SEAL)

**LOUISIANA HOUSING CORPORATION  
CONTRACT FOR PROFESSIONAL LEGAL SERVICES  
LAW OFFICES OF R. GRAY SEXTON**

WHEREAS, La RS 40:600.90 D (7) includes the right to employ counsel as an enumerated right of the Board of Directors of Louisiana Housing Corporation, and

WHEREAS, the Board of Directors resolved at its June 12, 2024 meeting to hire the Law Office of R. Gray Sexton as counsel.

BE IT KNOWN THAT this agreement (hereinafter sometimes referred to as the “Contract” or “Agreement”) is entered into by and between the **Board of Directors (hereinafter “Board” or “BOD”) of Louisiana Housing Corporation**, a public body corporate and politic constituting an instrumentality of the State of Louisiana with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808 (hereinafter sometimes referred to as the “State”, “Corporation” or “LHC”), and **the Law Office of R. Gray Sexton, doing business as Sexton Law Firm** (hereinafter sometimes referred to as “Contractor” or “Counsel”) with its principal place of business located at 8680 Bluebonnet Blvd, Suite D, Baton Rouge, LA 70810.

**I. Scope of Services**

Counsel hereby agrees to represent and advise the Corporation:

- A. In matters relative to the Board of Directors of the Louisiana Housing Corporation;
- B. In matters relating to the hiring process and review of performance of the Executive Director of LHC and/or any other executive positions;
- C. In various litigation and administrative review procedure matters; and
- D. In other general litigation, ethics, conflicts of interest, compliance, business and additional matters as directed by the BOD chair or his designee.
- E. The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker’s compensation.
- F. These legal services are to be provided under the immediate supervision of the Louisiana Housing Corporation, its Executive Director or his designee and subject to secondary review by the Department of Justice, Office of the Attorney General.

The LHC hereby certifies and Counsel hereby acknowledges that:

- E. *Goals and Objectives.* The Louisiana Housing Corporation has entered into this Contract in order to obtain professional and reliable legal services as referenced to hereinabove. It shall be the goal of Counsel to handle all matters assigned to it in an expeditious manner,

providing turn-around on each file within the legal guidelines associated with the file, as well as within any stated Corporation timeline, as may be presented with the file to Counsel. The Corporation will monitor the timeliness and adequacy of Counsel's work periodically to determine whether the Corporation will continue assigning matters to Counsel.

- F. *Performance Measures.*** The services provided by Counsel shall be evaluated to determine that the services are provided timely and professionally.
- G. *Monitoring Plan.*** The chair of the BOD of the Corporation or his designee shall monitor the performance of counsel by review of all interim written and verbal reports submitted by Counsel and by supervision of the services provided by Counsel. The Department of Justice has the right to review all records, reports, worksheets or any other material of either party related to this Contract. The Corporation and Counsel further agree that they or either of them 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 or Corporation related to this Contract.

## **II. Payment Terms**

In consideration of services described hereinabove, the Corporation hereby agrees to pay the Counsel as follows: three hundred fifty dollars (\$350.00) per hour for attorneys having experience of ten (10) years or more in the practice of law; two hundred seventy five dollars (\$275.00) per hour for attorneys having experience of five (5) but less than ten (10) years in the practice of law; two hundred twenty five dollars (\$225.00) per hour for attorneys having experience of three (3) but less than five (5) years in the practice of law; one hundred seventy five dollars (\$175.00) per hour for attorneys having experience of less than three (3) years in the practice of law; eighty dollars (\$80.00) per hour for paralegal services; and forty dollars (\$40.00) per hour for law clerk services. The total of all sums payable under this Contract including fees and reimbursement of expenses shall not exceed Fifty Thousand Dollars (\$50,000.00) per year.

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed Fifty Thousand Dollars (\$50,000.00) ("Maximum Amount of Contract"), and shall be billed in accordance with Policy and Procedure Memo 50 [PPM50] (Attorney Case Handling Guidelines and Billing Procedures). It is the responsibility of the counsel to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

Counsel will submit, 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 quarter of an hour, with specific reference to the nature of the work performed (e.g., drafting of pleadings, research, review of files, etc.). Invoices for services shall be submitted by Counsel to the Corporation for review and approval. All billings by Counsel for services rendered shall be submitted in compliance with LSA – R.S. 39:1618.

Counsel shall be reimbursed for out-of-pocket expenses in accordance with the travel regulations issued State of Louisiana Policy and Procedure Memo 49 [PPM49] (Louisiana Travel Policy). Travel time, at the direction and for the convenience of the Corporation, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed eight (8) hours per day without written justification. Counsel agrees to comply with the instructions in **Attachment 1** when submitting invoices.

Counsel agrees to submit monthly statements. It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, Corporation shall not be responsible for payment thereof under this Contract or in quantum meruit.

### **III. Insurance**

**A. Minimum Scope and Limits of Insurance.** The Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The minimum scope and limits of insurance to be purchased and maintained are as follows:

1. *Workers Compensation.* Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of one million dollars (\$1,000,000.00) per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. *Professional Liability and/or Malpractice Insurance.* Contractor shall procure and maintain in full force and effect during the term of this Agreement, professional liability and/or malpractice insurance coverage in an amount sufficient to liability of work provided. Counsel shall immediately give notice to the Corporation of the occurrence of any event affecting the required policy, including but not limited to any notice of cancellation, non-renewal, limitation, or modification of covered persons, policy coverage or policy limits.

**B. Deductibles and Self-insured Retentions.** Any deductibles or self-insured retentions must be declared to and accepted by the Corporation. The Contractor shall be responsible for all deductibles and self-insured retentions.

**C. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverage*

- a. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.
  - b. The Contractor's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Contractor's insurance.
  - c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.
  - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
2. *Workers Compensation and Employers Liability Coverage.* The insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Corporation.
3. **All Coverage**
    - a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days written notice has been given to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the policy.
    - b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
    - c. The insurance companies issuing the policies shall have no recourse against the Corporation for payment of premiums or for assessments under any form of the policies.
    - d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.
- D. *Acceptability of Insurers.* All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is

located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Contract.

- E. Contractor alone shall be responsible for investigation and payment of claims not covered by insurance. The Corporation shall not in any way be responsible for payment of any claims determined to be Contractor's responsibility under this Agreement.
- F. *Verification of Coverage.* Contractor shall furnish the Corporation with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Corporation before work commences and upon any Contract renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Louisiana Housing Corporation,  
Its Officers, Agents, Employees and Volunteers  
2415 Quail Drive  
Baton Rouge, LA 70808  
Louisiana Housing Corporation Contract for Professional Legal Services, Long Law Firm,  
L.L.P.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Corporation, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

- G. *Subcontractors.* Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractor's Certificates at any time.
- H. *Workers Compensation Indemnity.* In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim



against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

- I. *Indemnification/Hold Harmless Agreement.* Contractor agrees to protect, defend, indemnify, save and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of actions arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

#### **IV. Termination**

The Contractor has the right to cancel this Agreement, with or without cause, by providing the Corporation thirty (30) day written notice, forwarded to its address, via certified mail. The Corporation and the State of Louisiana are not required to provide the Contractor with (30) day notice. The State has the right to cancel this Agreement with or without cause, for any reason, and at anytime, without any liability incurring onto the Corporation or the State of Louisiana.

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

To the BOD:

Chair, Board of Directors  
Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808

To the Contractor:

R. Gray Sexton  
Law Office of R. Gray Sexton  
8680 Bluebonnet Blvd  
Suite D  
Baton Rouge, LA 70810

## **V. Notices and Communication**

Any notice, request, instruction or other document to be given hereunder to any party by another shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, to the addresses set forth in this Agreement. A party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed.

Notices shall be addressed as follows:

To the BOD:

Chair, Board of Directors  
Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808

To the Contractor:

R. Gray Sexton  
Law Office of R. Gray Sexton  
8680 Bluebonnet Blvd  
Suite D  
Baton Rouge, LA 70810

## **VI. Administrative and Compliance Provisions**

If Applicable:

- A. *Copyright.*** No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Counsel for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the LHC and all such rights shall belong to the LHC.
- B. *Covenant Against Contingent Fees and Conflicts of Interest.*** Counsel shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the LHC shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Counsel, except as otherwise provided by an applicable partnership agreement in the law firm of Counsel, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement. Notwithstanding the forgoing, no agent, counsel, representative or member of the governing body of the LHC, or official of the locality in which legal services are to be provided, or other public official who exercises or has

exercised any functions with respect to this Agreement, shall have any interest, in the proceeds of this Agreement.

Counsel shall be under a continuing obligation to promptly inform the Corporation if the legal services contemplated in this Agreement involve any “*concurrent conflict of interest*”, as defined by Rule 1.7 of the Louisiana Rules of Professional Conduct. However, upon written request of Counsel, the LHC may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the LHC determines that undue hardship will result either to Counsel or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Counsel which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

- C. *Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities.* Counsel agrees to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) insofar as this act applies to the performance of this agreement. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low- income persons, particularly persons who are recipients of HUD assistance for housing. HUD-assisted projects covered by Section 3 are those defined in 24 CFR 135.3 (a) (2) and (a) (3).
- D. *Code of Ethics.* Counsel acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Counsel in the performance of Services called for in this Contract. Counsel agrees to immediately notify the LHC if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.
- E. *Section 109 of the Housing and Community Development Act of 1974.* No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.
- F. *Clean Air Act, Clean Water Act and Other Requirements.* Counsel agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The LHC recognizes that Counsel is not responsible for environmental or safety compliance

that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.

- G. *Energy Efficiency.*** Counsel shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Counsel and its Subcontractors. The LHC will provide such standards and policies to Counsel as a pre-condition of this stipulation.
- H. *Eligibility Status.*** Counsel, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.
- I. *Drug-Free Workplace Requirement.*** Counsel and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR part 24, subpart F.
- J. *Subcontractors.*** Counsel may, with prior written permission from the LHC, enter into subcontracts with third parties (Subcontractors) for the performance of any part of Counsel's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Counsel to the LHC for any breach in the performance of Counsel's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the LHC shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor. Any subcontractor is subject to the approval of the Attorney General of the State of Louisiana.
- K. *Fund Use.*** Counsel agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Counsel and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Counsel and each

Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- L. Confidentiality of Data.** All financial, statistical, personal, technical and other data and information relating to the LHC's operation which are designated confidential by the LHC and made available to Counsel in order to carry out this Contract, or which become available to Counsel in carrying out this Contract, shall be protected by Counsel from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the LHC. The identification of all such confidential data and information as well as the LHC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the LHC in writing to Counsel. If the methods and procedures employed by Counsel for the protection of Counsel's data and information are deemed by the LHC to be adequate for the protection of LHC's confidential information, such methods and procedures may be used, with the written consent of the LHC, to carry out the intent of this paragraph. Counsel shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Counsel's possession, is independently developed by Counsel outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Counsel under this Contract are confidential and Counsel agrees that they shall not be made available to any individual or organization without the prior written approval of the LHC. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

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 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 State, and shall, upon request, be returned by Counsel to State, at Counsel's expense, at termination or expiration of this Contract.

- M.** Contractor shall possess all licenses and certificates necessary for the conduction and performance of this Contract as specified herein and as required by all applicable Federal, State, Parish and municipal laws. Contractor agrees that licenses and certificates will be obtained and maintained on active status during the duration of this Contract.

The attorneys providing work under this Agreement are:

R. Gray Sexton  
Alesia M. Ardoin  
Blair Naquin

Blaine A. Wilson

## **VII. Miscellaneous**

- A. Auditors.** It is hereby agreed that the Louisiana Housing Corporation, the Legislative Auditor of the State of Louisiana, the State Inspector General and/or the Office of the Governor, Division of Administration auditors, and/or any other applicable state or federal agency shall have the option of auditing all records of Contractor, which relates to this Contract. Counsel shall maintain said records for a period of five years after the date of final payment under this Contract.
- B. Continuation.** To the extent application to the Corporation, 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.
- C. Non-Assignable.** Contractor shall not assign nor attempt to assign directly or indirectly, any of its/their rights under this Agreement or under any instrument referred to herein without the prior written consent of the Corporation in each instance. Notice of any such assignment or transfer shall be furnished promptly to the Office of State Procurement. Any assignee shall be bound by all the terms of the assigned documents.
- D. Term of Agreement.** This Agreement shall be effective beginning on July 1, 2024. This Agreement shall terminate 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.
- E. Extension of Agreement.** Request for extensions may be initiated by either party by mailing 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. 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.

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, 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.



- F. Taxes.** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax Identification Number (Fed. Tax I.D. # 72-0943645) and the Louisiana Department of Revenue Account Number (LDR Acct. # 8157828001). Contractor shall also agree to submit a completed W-9.

In accordance with LSA – R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is currently 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. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to Corporation so that the Contractor's tax payment compliance status may be verified. The prospective contractors 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. The Corporation reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

- G. Document Review and Ownership.** All records, reports, documents and other material delivered or transmitted to the Contractor by the Corporation remain the property of the Corporation and shall be returned by Contractor to the Corporation at Contractor's expense at termination or expiration of this Contract. All records, reports, documents, exhibits or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Corporation, and shall, upon request, be returned by Contractor to the Corporation, at Contractor's expense, at termination or expiration of this Contract. 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 related to this Contract. Counsel shall maintain said records for a period of five years after the date of final payment under this contract.

- H. Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

- I. Discrimination Clause.** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 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.

Contractor 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

In accordance with LA R.S. 39:1602.1, for any contract for \$100,000.00 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.

- J. Contract Approval.** This Contract is not effective until approved in writing by the LHC and the Attorney General in accordance with LA. R.S. 39:1565. It is the Contractor's responsibility to advise the LHC in advance if contract funds or contract terms may be insufficient to complete contract objectives.
- K. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- L. Disclaimer of Relationships.** Nothing contained in this Agreement and any part thereof shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving the Corporation.
- M. Headings.** Any headings or subheadings preceding the texts of the several parts hereof shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

This Agreement is signed below by the duly authorized representatives of Contractor and the Corporation.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have executed this Contract for Professional Legal Services, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Witnesses Signatures:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOUISIANA HOUSING CORPORATION**

**LAW OFFICE OF R. GRAY SEXTON**

\_\_\_\_\_  
Alfred E. Harrell, III  
Chair, LHC Board of Directors

\_\_\_\_\_  
R. Gray Sexton  
Partner

Tax I.D. # \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

## 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 quarter 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 the Corporation.

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. Telephone expenses - a copy of the telephone bill indicating the telephone calls made in reference to the Contract. A listing of telephone billings on the invoice with the original kept by Counsel for review by the LHC.
2. Postage expenses - date letter sent, person sent to, and amount of postage.
3. Express Mail - a copy of the invoice from the vendor.
4. 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).
5. Photocopying - number of copies and the amount per copy or if outside photocopying is utilized a receipt must be included.

When invoices are submitted at the end of each calendar month, the invoices must indicate the amount of the Contract, the amount billed to date and the remaining balance.

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

All billings by Counsel for services rendered shall be submitted in compliance with LSA – R.S. 39:1618 which calls for invoices to be submitted in the form of an affidavit.