

# **LEGAL AFFAIRS COMMITTEE**

*(Following the Finance and Audit Committee)*

Friday, June 28, 2013

Health and Physical Education Building/Gym

Southern University -- Park Campus

6400 Press Drive

New Orleans, Louisiana 70126

## **AGENDA**

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item
  - A. Professional Legal Services Agreement between the Southern University System and the law firm of DeCuir, Clark and Adams
6. Other Business
7. Adjournment

## **MEMBERS**

Dr. Eamon M. Kelly – Chair; Atty. Tony M. Clayton - Vice Chair  
Atty. Murphy F. Bell, Jr., Atty. Walter C. Dumas  
Mr. Darren G. Mire, Mr. Willie E. Hendricks, Dr. Leon R. Tarver II  
Atty. Bridget A. Dinvaut - Ex Officio



## SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

J.S. CLARK ADMINISTRATION BUILDING  
BATON ROUGE, LOUISIANA 70813

Office of the President  
(225) 771-4680

Fax Number  
(225) 771-5522

### MEMORANDUM

**TO:** Dr. Ronald Mason  
President

**FROM:** Tracie J. Woods  
General Counsel

**DATE:** June 19, 2013

**RE:** Recommendation to approve Legal Services Agreement for DeCuir, Clark and Adams, L. L. P.

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This memo serves as my recommendation to recommend approval of the DeCuir, Clark and Adams legal services agreement to the Southern University Board of Supervisors Legal Affairs Committee. A summary of the terms is listed below:

	<u>Proposed 2013</u>	<u>Current 2011</u>
Total Agreement Amount	\$225,000.00	\$225,000.00
Group Hourly Rate	\$137.50	\$137.50
Term of Agreement	2 Years	3 Years
Termination Notice Requirement	30 days	30 days

This terms and rates comply with the Attorney General's office. Please let me know if you have any additional questions.

Thanks.

**DeCUIR, CLARK & ADAMS L.L.P.**

ATTORNEYS AT LAW  
732 NORTH BOULEVARD  
BATON ROUGE, LOUISIANA 70802

WINSTON G. DECUIR, SR.  
LINDA LAW CLARK  
MICHAEL R. D. ADAMS  
WINSTON G. DECUIR, JR.  
BRANDON J. DECUIR<sup>1</sup>

(225) 346-8716  
FAX (225) 336-1950

1. LL.M. IN TAXATION

June 19, 2013

Dr. Ronald Mason, Jr. , President  
Southern University System  
J.S. Clark Administration Building  
4<sup>th</sup> Floor, President's office  
Baton Rouge, Louisiana 70813

RE: Professional Legal Services contract - DeCuir,  
Clark & Adams, LLP

Dear Dr. Mason:

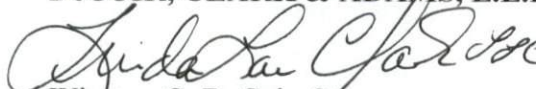
Enclosed are three revised copies of a Contract for Professional Legal Services for our firm, DeCuir, Clark & Adams, LLP, to provide legal services to the Southern University System and its institutions.

The rates for attorney's fees comply with the Louisiana Attorney General's fee schedule for such services and the duration of the contract is for a period of two years.

Our firm has considered it a privilege to represent the Board over the past years and would like to thank you and the Board for considering our continued representation.

Yours truly,

**DeCUIR, CLARK & ADAMS, L.L.P.**

  
Winston G. DeCuir, Sr.

WGDsr/has

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

CONTRACT FOR PROFESSIONAL SERVICES

BE IT KNOWN THAT this agreement is entered into by and between the BOARD OF SUPERVISORS OF SOUTHERN UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter sometimes referred to as the "Board"), and **DECUIR, CLARK & ADAMS, L.L.P.**, Attorneys at Law, 732 North Boulevard, Baton Rouge, Louisiana 70802 (hereinafter referred to as "Counsel").

1.

Counsel hereby agrees to furnish legal services to the Southern University Board of Supervisors, the Southern University System and the institutions under its management and control, and to advise the Board and Universities on any legal matters that may arise during the normal course of operation of the university. Contractor agrees that this contract shall not include any legal services for cases in tort or worker's compensation.

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

2.

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

\$175.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF TEN YEARS OR MORE IN THE PRACTICE OF LAW
\$150.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF FIVE YEARS OR MORE IN THE PRACTICE OF LAW
\$125.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF THREE TO FIVE YEARS IN THE PRACTICE OF LAW
\$100.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF LESS THAN THREE YEARS IN THE PRACTICE OF LAW
\$ 45.00	PER HOUR FOR PARALEGAL SERVICES
\$ 25.00	PER HOUR FOR LAW CLERK SERVICES



The total of all sums payable under this contract (including fees and reimbursement of expenses) shall not exceed Two Hundred Twenty Five Thousand and 00/100 (\$225,000.00) Dollars for each fiscal year of this contract.

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 work performed (e.g. drafting of pleadings, research, review of files, etc.). Invoices for services shall be submitted by Counsel to the State for review and approval. All billings by counsel for services rendered shall be submitted in compliance with R.S. 39:1521.1.

Counsel shall be reimbursed for out-of-pocket expenses in accordance with the regulations issued by the Division of Administration. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours and if it does not cause service charges for that day to exceed eight hours. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

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 72-1286643.

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

3.

The Legislative Auditor of the State of Louisiana 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 three years after the date of final payment under this contract.

4.

This contract is effective for the period commencing July 1, 2013, and ending on June 30, 2015. Notwithstanding the foregoing, in no event, shall this contract be valid until it has been approved in writing by the Director of the Office of Contractual Review and the Attorney General.

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 other party, via certified mail, return receipt requested, not less than 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 one (1) time. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to 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.

5.

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.

6.

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.



7.

Either party shall have the right to cancel this contract, with or without cause, by giving the other party thirty (30) day written notice forwarded to their respective address by certified mail. The Board has the right to cancel this contract upon thirty (30) days written notice or less due to budgetary reductions and changes in funding priorities by the State.

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

If to Board: Dr. Ronald Mason, System President  
Southern University Board of Supervisors  
Southern Branch Post Office  
Baton Rouge, Louisiana 70813

If to Counsel: Winston G. DeCuir, Sr.  
DeCuir and Clark, L.L.P.  
Attorneys at Law  
732 North Boulevard  
Baton Rouge, Louisiana 70802

8.

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

9.

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

10.

Counsel 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, and counsel 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, disabilities or sexual orientation.

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.

This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with La R.S. 39:1502. 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.

11.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R. S. 39: 1524 - 1526.

In Witness Whereof, the parties hereto have affixed their signatures.

WITNESSES:

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

**BOARD:  
BOARD OF SUPERVISORS OF SOUTHERN  
UNIVERSITY AND AGRICULTURE AND  
MECHANICAL COLLEGE**

BY:

  
\_\_\_\_\_  
**DR. RONALD MASON,  
SYSTEM PRESIDENT**



**COUNSEL:**


**DECUIR, CLARK & ADAMS, L.L.P.**

WITNESSES:

Heather A. Simien  
HEATHER A. SIMIEN

Yarva B. Cobbs  
YARVA B. COBBS

BY:

  
**WINSTON G. DECUIR, SR.**  
TAX IDENTIFICATION NUMBER: 72-1286643  
TELEPHONE NUMBER: (225) 346-8716

ATTACHMENT #1

**GOALS, OBJECTIVES, PERFORMANCE INDICATORS, MONITORING PLAN**

Be it known that this agreement is entered into by and between the Board of Supervisors for the Southern University System and DeCuir, Clark & Adams, L.L.P., Attorneys at Law.

**Goals and Objectives**

The objectives of the contract is to provide the Board of Supervisors and its institutions legal services and advice on legal matters that may arise during the normal course of operation of the System.

**Performance Indicators**

The Contractor's work performance will be confirmed by The System President, the Chairman of the Board of Supervisors and /or the Chancellors of the institutions and reviewed to ensure that the contracted services are delivered in a timely manner.

**Monitoring Plan**

The Contractor's work performance will be monitored as invoices are submitted for payment. Invoices submitted for payment will be reviewed in the Office of the System President, approved by the System President and submitted to the Office of the Vice President for Finance and Business Affairs for payment.

ATTACHMENT #2

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:

Southern University System President  
Southern Branch Post Office  
Baton Rouge, Louisiana 70813

Reimbursement for all expenses must have receipt 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
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 receipts will not be accepted)
5. Photocopying - number of copies and the amount per copy of if outside photocopying is utilized a receipt must be included

When invoices are submitted at the end of each calendar month you must indicate the amount of your 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. 39:1521.1 calls for invoices to be submitted in the form of an affidavit.