



Louisiana Housing Corporation

The following resolution was offered by Board Member Brandon O. Williams and seconded by Board Members Willie Rack and Wendy O. Gentry:

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation to contract (attached as Exhibit A) with RAYBRAD, LLC for consulting services; and providing for other matters in connection therewith.

WHEREAS, the Louisiana Housing Corporation ("LHC" or "Corporation") was created by and pursuant to the Louisiana Housing Corporation Act contained in Chapter 3-G of the Louisiana Revised Statutes of 1950, as amended (R.S. 40:600.86 through R.S. 40:600.111); and

WHEREAS, the LHC, as authorized by the State of Louisiana pursuant to R.S. 40:600.91(A), shall have the powers necessary or convenient to carry out and effectuate the purpose and provisions of the LHC Act; and

WHEREAS, there exists the need for consulting services to be retained by the Corporation.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Louisiana Housing Corporation, that:

SECTION 1. The Corporation is hereby authorized to enter into contract (attached as Exhibit A) with RAYBRAD, LLC for consulting services.

SECTION 2. The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Corporation are hereby authorized, empowered, and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

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

YEAS: Stephen I. Dwyer, Tonya P. Mabry, Wendy D. Gentry, Christian Gil, Alfred E. Harrell, III, Steven J. Hattier, Kristen O'Keefe, Willie Rack, Brandon O. Williams, Richard A. Winder, Sarah E. Collier.

NAYS: None.

ABSTAIN: Karen Loftin obo La. State Treasurer John Fleming, MD.

ABSENT: Jennifer Vidrine.

And the resolution was declared adopted on this, the 12th day of June 2024.


Chairman

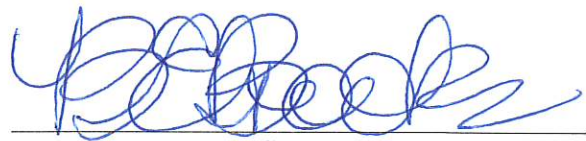

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

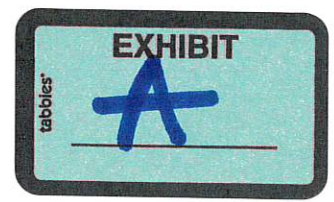
I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board of Directors on June 12, 2024, entitled: “A resolution authorizing the Louisiana Housing Corporation to contract (**attached as Exhibit A**) with RAYBRAD, LLC; and providing for other matters in connection therewith.”

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

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

Secretary

(SEAL)



**LOUISIANA HOUSING CORPORATION
CONTRACT FOR CONSULTING SERVICES
with
RAYBRAD, LLC**

BE IT KNOWN THAT the LOUISIANA HOUSING CORPORATION (hereinafter sometimes referred to as the "LHC" or "Corporation"), with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana, 70808 and **RAYBRAD, LLC** (hereinafter sometimes referred to as "Contractor"), located at 7956 Jefferson Place Blvd., Unit B, Baton Rouge, LA 70809 (collectively referred to as the "Parties") do hereby enter into this contract ("Contract") under the following terms and conditions.

I. SCOPE OF SERVICES

- A. The Contractor shall facilitate relationships between the Corporation and staff, members of the Louisiana Congressional Delegation ("LCD"), State Bond Commission ("SBC") and Governor's Executive Staff. Notwithstanding the foregoing, the parties understand that, while the Contractor may work with subcontractors who are registered as lobbyists, such subcontractors will not be engaged for the purpose of lobbying but instead to solely provide educational information relative the subject of this Contract.

- B. Work will be assigned to the Contractor through the issuance of Task Orders for duties to be performed. Such duties shall include, but not necessarily be limited to, the following:
 - 1. Educate LCD and SBC members and staff about the mission and programs of the Corporation or any other duties, special initiatives, or requests that may arise as they relate to educating the LCD on matters relevant to the Corporation, as requested by the Corporation.
 - 2. Provide training to the LHC Board of Directors and other relevant stakeholders as requested by the Corporation leadership.
 - 3. Report to the Corporation on pending federal legislation that may affects its programs and operations;
 - 4. Review and report on National Council of State Housing Agencies (NCHSA) initiatives and advising Corporation on relevant issues and analysis/recommendations on action being taken;
 - 5. Monitor the activities of the Governor's Advisory Council on Rural Revitalization for opportunities for the Corporation's participation in revitalization efforts;
 - 6. Represent the Corporation in communications with federal agencies as directed by the Chairman of the Board of Directors ("Board");
 - 7. Work closely with LHC Board Committee Chair Members to facilitate LHC Committee meetings and LHC committee matters as directed;

8. Be accessible to all members of the LHC Board of Directors to assist with LHC programmatic, fiscal and operational matters;
 9. Prepare and maintain, for the LHC Board of Directors, a LHC guide of program activities, goals, and projections;
 10. Conduct an annual LHC Board of Directors' orientation and other workshops as requested;
 11. Prepare and maintain LHC Board of Directors' training materials;
 12. Represent LHC, when directed, at the State Bond Commission and serve as the point of contact for the Governor to work with legislators; and
 13. Draft and/or review written communications to federal, state, or local officials and agencies, as directed by the Chairman of the Board. Providing important statistics about the Corporation and total project capital investments, jobs created (construction and permanent), and units of housing provided in geographic areas to raise awareness of the Corporation's mission, programs, and projects among state and local officials.
- C. Contractor shall remain knowledgeable of Corporation programs, and state and federal legislation or rules and changes which may impact those programs.
- D. The Contractor shall provide to the Chairman of the Board, a written summary of services and activities upon the completion of the tasks set forth in each Task Order.
- E. The Contractor shall maintain regular communication with the Corporation throughout the term of the Contract. The Contractor shall conduct telephone calls, face-to-face meetings, and video conferences as needed to provide the Corporation with program and progress updates. Contractor will also produce reports and other deliverables as necessary to communicate the appropriate information to the LHC concerning the work performed. Contractor will work on-site when needed.
- F. The scope does not include:
1. Designation of or operating as the appointing authority or executive director of LHC.
 2. Designation of or operating as the head of any budgetary unit of LHC.
 3. Participating directly or indirectly in any agency decision regarding the award of Low Income Housing Tax Credits or other funding.
 4. Making any final decisions regarding personnel, outsourcing of services, awarding of contracts or organizational restructuring.
- G. Task Order Procedure
1. The Corporation shall periodically communicate necessary services to be performed during the term of this Contract and shall provide a Task Order to the Contractor detailing the

services requested by the LHC. The Contractor shall provide an agreed-upon schedule for anticipated completion and the compensation associated with such services. The LHC shall review and approve the commencement of the work to be performed under the Task Order.

2. Task Orders may be updated as needed throughout the term of this Contract.
3. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under each respective Task Order.
4. Any subsequent changes to a previously approved Task Order shall be agreed upon by the parties and executed in writing.

II. PAYMENT TERMS

- A. **Compensation.** The Corporation shall pay Contractor a total contract amount not to exceed seventy-four thousand dollars (\$74,000). Contractor will submit invoices based on each approved and agreed upon Task Order for approval of the work performed. LHC will pay invoices within thirty days of receipt. Travel and other expenses shall be considered as part of the Contractor's rate and shall not be reimbursed separately by the Corporation. The Corporation shall provide payment upon the submission and approval of an invoice detailing the work performed and the deliverables completed as set forth in the Task Order.
- B. **Work Done Prior to Cancellation or Postponement.** Should LHC be unable to keep its commitment under this contract, and the project is cancelled or postponed indefinitely, the LHC shall pay for any work done up to that point.
- C. **Contract Monitor.** Invoices shall be submitted in writing and authorized for payment to the Chairman of the Board.

III. LICENSES AND PERMITS

Contractor shall possess all permits, licenses and certificates necessary for the conduction and performance of this Contract as specified herein and as required by all federal, state, parish and municipal agencies. Contractor agrees that licenses, permits and certificates will be obtained and maintained on active status during the duration of this Contract.

IV. INSURANCE

The Contractor shall purchase and maintain for the duration of the Contract 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, as may be applicable to the Scope of Work to be performed:

- A. **Commercial General Liability.** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general aggregate of two million dollars (\$2,000,000). The Insurance Services Office (ISO) Commercial General Liability

occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

- 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 Coverages*

- 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 Coverages*

- 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 30 days written notice has been given to the Corporation. Ten-day written notice of cancellation is acceptable for nonpayment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor 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 within 30 days.

- 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 Contract.
- 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.

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.** If Applicable, 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 must be approved by the Corporation. Subcontractors shall be subject to all other 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 Corporation.

I. Indemnification/Hold Harmless Agreement. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, the Louisiana Housing Corporation, 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 action 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 Corporation 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. TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract shall be Contractor's obligation.

V. TERMINATION FOR CAUSE OR CONVENIENCE

Either party shall have the right to cancel this Contract, with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by certified mail. The Corporation has the right to cancel this Contract upon less than thirty (30) day notice due to budgetary reductions without any liability incurring onto LHC or the State of Louisiana. Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to Corporation: Marjorianna Willman, Executive Director
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808

If to Contractor: RAYBRAD, LLC
Bradley R. Sweazy, Owner
4204 Pine Park Drive
Baton Rouge, LA 70809

VI. GENERAL TERMS AND CONDITIONS

- A. **Term of Contract.** This Contract shall begin on June 01, 2024 and shall terminate on December 31, 2024.
- B. **Amendment.** This Contract constitutes the entire agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or agreement not incorporated in the Contract through an amendment is binding on any of the parties.

- C. **Assignment.** Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its 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 Corporation.
- D. **Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that relate to this Contract. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Contract, if so requested.
- E. **Governing Law and Disputes.** This Contract is governed by and shall be interpreted in accordance with the laws of the State of Louisiana.
- F. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Contract. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.
- G. **Non-Discrimination Clause.** The Contractor 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 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 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.

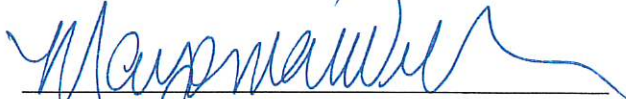
Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

- H. **Severability.** The provisions of this Contract are severable and if for any reason a clause, sentence, paragraph or other part of this Contract 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. **Ownership of items provided by LHC.** All records, reports, documents and other material delivered or transmitted to Contractor by Corporation shall remain the property of Corporation, and shall be returned by Contractor to Corporation, at Contractor's expense, at termination or expiration of this Contract. All LHC records, reports, documents, or other material related to this Contract and/or obtained by Contractor in connection with the performance of the services contracted for herein shall become the property of Corporation, and shall, upon request, be returned by Contractor to Corporation, at Contractor's expense, at termination or expiration of this Contract.

- J. **Fiscal Funding.** The continuation of this Contract may be contingent upon the appropriation of funds by the Corporation to fulfill the requirements of the Contract. If the Corporation fails to appropriate sufficient monies to provide for the continuation of the Contract, the Contract shall terminate on the last day of the fiscal year for which funds have been appropriated. Such termination shall be without penalty or expense to the Corporation except for payments that have been earned prior to the termination date.
- K. **Confidentiality.** The Contractor will take every step possible to minimize any disclosure or unauthorized access to any personally identifiable information that it has in its possession. It will comply with any applicable federal provisions dealing with the confidentiality of any information in its possession, including but not limited to, the reporting requirements in both The Privacy Act of 1974, 5 U.S. C. §552a, and in Louisiana's Database Security Breach Notification Laws, La. R.S. 51:3071 through 3077.
- L. **Representations and Warranties.** Contractor and LHC warrant that broadcast spot and any content is, to the best of their knowledge: (1) their original content (except for material in the public domain); (2) does not and will not defame, infringe upon, or violate rights of any kind, including the right to privacy, of any person or entity; (3) is not and will not be based in whole or in part on the life of any real person except as approved in advance, in writing; and (4) is not the subject of any litigation or claim that might give rise to litigation. LHC also represents and warrants that it has the right to enter into this contract and all rights herein.
- M. **Address and notices.** All notices under this contract shall be in writing addressed to the addresses first set forth above, or at such other addresses as either party may designate from time to time by written notice to the other.
- N. **Signatures and effect of facsimile and scanned copies.** This agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.

THUS DONE AND SIGNED by the duly authorized representatives of the Corporation and the Contractor.

LOUISIANA HOUSING CORPORATION


 Marjoriana Willman, Executive Director

06/14/2024
 Date

RAYBRAD, LLC


 Bradley R. Sweazy, Owner

JUNE 14, 2024
 Date