REQUEST FOR CONTRACT

DATE: 5/5/2010

REQUESTING OFC/DIV: OCPR
CHIEF:
DEPUTY: Jerome Zeringue
ACCOUNTING REVIEW - Source & Availability of Funds: KN 6/28/10

TYPE OF CONTRACT:
___ Contract ___ Cooperative Agmt
___ Amendment ___ Interagency Agmt
x INTERGOVERNMENTAL

1. Contracting Party: Dept. of Coastal Restoration and Preserv
   Address: Terrebonne Parish Consolidated Gov't
   PO Box 2768
   Houma, LA 70361
   Contact Person: Leslie Suazo
   Telephone No.: (985) 873-6889
   Federal Tax ID#: 72-6001390

2. a) Amount: $70,000* (OCPR $40,000)
   b) Funding Source: 09 Surplus
   c) Cost Center No.: 2503 - 10 - 114
   d) Grant No./MIPR No.: N/A
   e) CRD Acct Prj. No.: DNR09008
   f) Cost Share No.: N/A
   g) CRD Plan Prj. No.: LA-28
   h) CWPPRA Purpose Code No.: N/A

   A copy of DNR insurance requirements was provided to this proposed contractor.

3. Project Manager: Chris Allen

4. Contract Term: 4/1/2010 - 3/31/2012 *Justify if more than 12 months:*
   Additional time is need to complete the plantings.

5. Project Title: "Terrebonne Vegetative Plantings"

   Objective: To conduct a series of four (4) vegetative plantings on the newly created marsh cells at the site of the North Lake Mechant Landbridge site.

6. Payment: ___ Actual Costs Incurred; ___ Fee Schedule; ___ Hourly; x Other *(Explain)*
   According to scope.

7. Documentation
   - ✓A. Scope of Services must include Deliverables, Budget and Reports *(type, frequency and no. of copies)*
   - B. Resumes *(1 copy)*
   - C. Contract Certification Form *(DNR-CD)*
   - ✓ D. Contract Justification Form *(DNR-CJ)*
   - ✓ E. Civil Service Justification Form *(DNR-CS)*
   - F. Request for Sole Source Selection Form *(DNR-RS)*
   - G. Cost Benefit Analysis Documentation Form (DNR-CB)

Amendments - Complete items 1, 4, 5, 8 (as applicable) and 9

8. Original Amt.: ___ Amount of increase: ___ Total: ___
   Funding Source: ___ Grant No.: ___
   Contract No.: ___

9. Type of Amendment: ___ Time Extension Date Extended: ___
   ___ Budget Increase ___ Scope of Services

   Reasons for Amendment:

DEPARTMENT OF NATURAL RESOURCES FISCAL DIVISION 2010 JUN 24 PM 2:31

CHIEF FINANCIAL OFFICER: 5/20/10

*OCPR $40,000
TPCG Match $30,000

FOR CONTRACTS & GRANTS USE ONLY

ACCOUNTING FOR BA22:

SECRETARY APPROVAL: DATE: 5-21-10

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 10/2005)

Date: 6/28/2010 Dept/Budget Unit/Program #: 11/8435/Capital Outlay

Dept/Agency/Program Name: Office of Coastal Restoration & Mgmt. OCR/CFMS Contract #:

Agency/Program BA-22 # : 435/Capital Outlay/BA 22 # 23 Agency/Program Contract #: 435/1/2503-10-114

Fiscal Year for this BA-22: 2009-10 (yyyy-yy) **BA-22 Start/End Dates:** 04/01/10 (Start Date) 03/31/12 (End Date)

Multi-year Contract (Yes/No): Yes *If "Yes", provide contract dates:* 04/01/10 (Start Date) 03/31/12 (End Date)

Dept. of Coastal Rest. And Prev. Terrebonne Parish Consol. Gov (Contractor/Vendor Name) 72-6001390 (Contractor/Vendor No.)

"Terrebonne Vegetative Plantings"
(Provide a statement of "Services Provided")

To conduct a series of four (4) vegetative plantings on the newly created marsh cells at the site of the North Lake Mechant Landbridge site.

Contract Amendment (Yes/No): No **Amendment Start/End Dates:** (Start Date) (End Date)

Contract Cancellation (Yes/No): No **Date of Cancellation:**

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
Cash Line of Credit (Bond) (Appr #001)	$290,000,000	100.0%	$40,000.00	100.0%
Non-Cash	$0	0.0%	$0	0.0%
TOTALS	$290,000,000	100.0%	$40,000.00	100.0%

Capital Outlay
(*Specify source (i.e. grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)*)

Are revenue collections for funds utilized above in line with budgeted amounts? *(Yes/No)* Yes

If not, explain.

This information is to be provided at the Agency/Program Level

Name of Object Code/Category:	Capital Outlay - Miscellaneous
Object Code/Category Number:	4790/70
Cash Capital Outlay Budget (Appr. # 001):	$290,000,000.00
Cash Encumbrance:	$111,000.00
Cash Award Contracts:	$4,120,383.28
Pending Projects:	$211,591,681.18
Amount this BA-22:	**$40,000.00**
Balance of Cash Budget:	$74,136,935.54

DEPARTMENT OF NATURAL RESOURCES
2010 JUN 28 PM 2:24
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ACCOUNTING DIVISION

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact: Kecia Neal
Name: Kecia Neal
Title: Accountant II
Phone: 225-342-1835

Reviewed/Approved By: Gwendolyn Thomas
Name: Gwendolyn Thomas
Title: Fiscal Officer
Phone: 225-342-4840

FOR AGENCY USE ONLY

AGENCY	PROGRAM	FUND #	APPRN #	OBJECT	JOB #	AMOUNT
431	Capital Outlay	055	001	4790	DNR092M1	$40,000.00

State of Louisiana

CONTRACT FOR INTERGOVERNMENTAL AGREEMENT

BE IT KNOWN, that on this 24 day of May, 2010, the **Office of Coastal Protection and Restoration,** State of Louisiana (hereinafter sometimes referred to as "State") and **Terrebonne Parish Consolidated Government, P.O. Box 2768, Houma, LA 70361, Phone # 985-873-6889** (hereinafter referred to as "Contractor"), do hereby enter into a contract under the following terms and conditions.

SCOPE OF SERVICES

Contractor hereby agrees to furnish services as outlined in Attachment A, "Scope of Services."

CONTRACT MONITOR

Chris Allen of the Office of Coastal Protection and Restoration, or his designee, will act as the contract monitor (hereinafter sometimes referred to as "Contract Monitor") for this project, to provide liaison between Contractor and State, and to perform various duties which are specifically provided for in this Contract and Attachment A.

PAYMENT TERMS

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of $40,000. This will include all expenses (including travel) incurred relative to performing the services described in the scope of services section above. All travel will be paid according to Louisiana Travel Regulations, PPM 49.

Payments will be made only on the approval of Chris Allen. The total project cost is $70,000 with the State contributing $40,000 and the Contractor contributing $30,000. The Contractor shall submit upon satisfactory completion of the project a lump sum request, and payment shall be made in accordance with the following:

Work	Total Project Cost
28,000 plants ($2.50 each)	$70,000*

*Documentation is required from the Contractor to validate their contribution of $30,000.

This contract is subject to and conditioned upon the availability and appropriation of funds.

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 73-6001390.

TERMINATION FOR CAUSE

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of such failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Notwithstanding the above, the Contractor will not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor is determined.

TERMINATION FOR CONVENIENCE

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

REMEDIES FOR DEFAULT

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

OWNERSHIP

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

NONASSIGNABILITY

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 Contactor 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 State.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

TERM OF CONTRACT

This contract shall begin on April 1, 2010 and shall terminate on March 31, 2012.

FISCAL FUNDING

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.

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, 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 contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of May 24, 2010.

WITNESSES SIGNATURES:

_____
Signature

_____
(Print Name)

Michelle Klecker
Signature

Michelle Klecker
(Print Name)

Office of Coastal Protection and Restoration

By: _____ 5-24-10
Steve Mathies, Ph. D. Date
Executive Director

WITNESSES SIGNATURES:

_____
Signature

_____
(Print Name)

_____
Signature

_____
(Print Name)

CONTRACTOR NAME:

By: _____ _____
Date

Title:

APPROVED:

Department of Justice Date

Department of Civil Service Date

Office of Risk Management Date

Office of Contractual Review Date

ATTACHMENT A

"SCOPE OF SERVICES"

Goals

The goal of this project is to enhance the stability and sustainability of restored marsh areas through vegetative plantings.

Objectives

Terrebonne Parish, in partnership with the Barataria Terrebonne National Estuary Program (BTNEP) will conduct a series of four vegetative plantings on the newly created marsh cells at site of the recently completed CWPPRA Project, TE-44, the North Lake Mechant Landbridge site. Earthen plugs will also be planted. While there may be certain areas where other species may be suitable, it is anticipated that *Spartina alterniflora* will be the dominant plant for this project site. Terrebonne Parish will provide additional financial support, and the BTNEP will provide project implementation services, including logistical support and volunteer coordination. Approximately 20 volunteers will be utilized for each of the four planting days.

This project component provides public/private partnership opportunities, as well as intergovernmental partnerships and nationwide volunteer partnerships through the BTNEP volunteer program. At least one of these plantings will involve a general call to local volunteer and conservation organizations such as CCA for their assistance in addition to the BTNEP volunteer resources.

Terrebonne Parish, in partnership with the Barataria Terrebonne National Estuary Program (BTNEP) also proposes to conduct vegetative plantings at three additional sites: the marsh area adjacent to the Upper Petite Caillou (Bayou Neuf) pump Station near Chauvin, the toe of the non-federal levee near Dulac (Suzy Canal), and in the Caillou Marshes EMU on and adjacent to the Harry Bourg Corp. property. One day of planting will be conducted at each site, with appropriate vegetation.

Performance Measures

As a performance measure of this agreement, the Terrebonne Parish Consolidated Government, Department of Coastal Restoration and Preservation will provide a final report and supporting documentation to OCPR for review and approval. Payment will occur based on monthly invoices submitted by Terrebonne Parish Consolidated Government.

Monitoring Plan

Chris Allen will monitor the progress of the Contractor as the project develops to completion.

Deliverables

The Terrebonne Parish Consolidated Government, Department of Coastal Restoration and Preservation will provide to OCPR a final report and supporting information documenting project completion and their matching contribution of $30,000.

Matching Funds

The Contractor will contribute $30,000 in matching funds.

Budget

Item	OCPR Award	TPCG Match	Project Total
28,000 plants @ $2.50 each	$40,000	$30,000	$70,000