

TRANSMITTAL FOR APPROVED CONTRACT

CONTRACTOR: Keep Louisiana Beautiful

CFMS TRACKING NUMBER: 726990

DCRT TRACKING NUMBER: DCRT-OLG-14-03

AGENCY: Volunteer Louisiana

CONTRACT MONITOR: Nick Auck

FISCAL ANALYST: Josh McDaniels

MAXIMUM AMOUNT: \$24,000.00

CONTRACT PERIOD: 12/01/13-05/15/14

Attached is either an original or copy of the approved contract/amendment for your records. Please be reminded that according to **RS 39:1500 Contract Administration**, after completion of performance, the using agency shall prepare a final report on the contract, which shall include an evaluation of contract performance and an assessment of the utility of the final product. This report shall be delivered to the Division of Administration (DOA) Office of Contractual Review, within 60-days after completion of performance and shall be retained in the official contract file.

Reports not submitted to the Office of Contractual Review within the 60-days period shall be delinquent.

To avoid delay in completing the evaluation, it is my suggestion that once the contract monitor has approved the final invoice, the performance evaluation should be completed and submitted to the Contracts Office to be recorded and submitted to the DOA.

If you have questions in regards to contract administration please contact Karen Richardson, Contracts Reviewer at 225-342-8193 or email Karen at krichardson@crt.state.la.us.

State of Louisiana



JAY DARDENNE
LIEUTENANT GOVERNOR

CHARLES R. DAVIS
DEPUTY SECRETARY

DESIRÉE W. HONORÉ
UNDERSECRETARY

OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
MANAGEMENT AND FINANCE

February 19, 2014

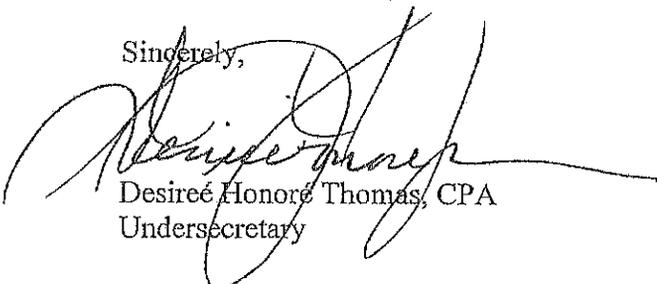
Ms. Leigh Harris
Keep Louisiana Beautiful
17170 Perkins Road
Baton Rouge, LA 70810

Dear Ms. Harris:

Attached is an approved original of the contract between the Office of the Lieutenant Governor, Volunteer Louisiana and Keep Louisiana Beautiful. The tracking numbers that have been assigned to this contract are DCRT-OLG-14-03 and CFMS# 726990. Please refer to these numbers in any correspondence concerning this contract.

If you have any questions or need any additional information, please contact the contract monitor listed in your contract/agreement or Karen Richardson, Contract/Grants Administrator at (225) 342-8193.

Sincerely,


Desiree Honore Thomas, CPA
Undersecretary

DHT: kr

Attachment

cc: Nicholas Auck, Contract Monitor
Josh McDaniels, Fiscal Analyst

BOBBY JINDAL
GOVERNOR



KRISTY H. NICHOLS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

January 27, 2014

Ms. Pam Breaux
Secretary
Department of Culture Recreation & Tourism
Office of Lieutenant Governor
Post Office Box 94361
Baton Rouge, LA 70804-9361

Dear Ms. Breaux:

Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on January 3, 2014. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

Department of Culture Recreation & Tourism
CFMS# 726990 **Keep Louisiana Beautiful, Inc.**

The CFMS number preceding the cooperative party's name has been assigned by this office and is used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

Pamela Bartfay Rice
Pamela Bartfay Rice, Esq.
Interim Director

Kaura Adair
State Contracts/Grants Officer

Enclosures

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the State of Louisiana, Office of the Lieutenant Governor, Volunteer Louisiana Commission, hereinafter referred to as "State" or "Commission," and Keep Louisiana Beautiful, 17170 Perkins Rd, Baton Rouge, LA 70810, hereinafter referred to as "KLB" or "Contractor."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, KLB is a charitable organization (i.e., a nonprofit corporation determined to be tax-exempt under section 501(C)(3) of the Internal Revenue Code) and is a statewide anti-litter and community improvement organization focused on education, enforcement, awareness and cleanups, and whose mission is to promote personal, corporate and community responsibility for a clean and beautiful Louisiana; and

WHEREAS, the Louisiana Legislature has authorized the Volunteer Louisiana Commission to promote strong interagency collaboration, utilizing local, state, and federal resources to initiate quality service programs as an avenue for maximizing resources (La. R.S. 49:1115(A)(6)), and to enter into contractual agreements with nonprofit organizations to organize service projects that engage volunteers throughout the state (La. R.S. 49:1117); and

WHEREAS, in accordance with the aforementioned provisions, the State desires to cooperate with the Contractor in the implementation of this endeavor; and

WHEREAS, Contractor will plan and coordinate the **Leaders Against Litter Litter-thon** to be held on April 11, 2014 at approximately sixteen (16) highway locations throughout the state and ending with a press conference to be held on the steps of the State Capitol in Baton Rouge (hereinafter referred to as "Litter-thon" or "Event"); and

WHEREAS, the public purposes to be achieved through this endeavor include:

- Providing opportunities for local leaders and citizens to work together side by side to reduce litter and improve the overall appearance of Louisiana;
- Educating the public about Louisiana's litter problem while engaging KLB affiliates and local leaders;
- Uniting leaders from around the state on common ground; and
- Increasing and promoting volunteerism in local communities; and

WHEREAS, the parties anticipate that the public benefit will be proportionate to the obligations

undertaken by the State and will support public causes, through building partnerships and collaborations developed through public and nonpublic entities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

As provided herein and in greater detail in Exhibits A, B, C and D, which are by this reference incorporated herein, the Contractor hereby agrees to plan, organize and implement the Leaders Against Litter Litter-thon to be held on April 11, 2014, and provide a final report outlining the outcomes of litter abatement, volunteer engagement and leader participation throughout the state.

Payment Terms

In consideration of the activities and public purposes described within this agreement, the State hereby agrees to pay Contractor a maximum amount of up to Twenty-Four Thousand Dollars (\$24,000). Payment will be made only upon approval of the Contract Monitor, or her supervisor, successor or designee. Travel expenses constitute part of the total maximum payable under the contract and will not be reimbursed separately.

If progress and/or completion to the reasonable satisfaction of the State is obtained:

- The first payment not to exceed Fifteen Thousand Dollars (\$15,000) will be paid to the Contractor upon awarding of the grants to KLB affiliates and upon the State's receipt of an original invoice and copies of grant award letters to each of the subgrantees from the Contractor within thirty (30) days of making the awards. If not all grants are awarded, then the payment will be reduced according to the number of subgrantees. Unexpended grant funds due to a force majeure or inability to complete the project for whatever reason shall be returned to the State by KLB.
- Upon completion of the Event, a final payment of up to Nine Thousand Dollars (\$9,000) minus any unexpended grant funds shall be disbursed to the Contractor upon the State's receipt of an original invoice and a final report due no later than May 15, 2014.

Payment is also contingent on the availability of funds.

If the Contractor defaults on the agreement, breaches the terms of the agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the State in accordance with the State's terms.

The Contractor is notified that no funds appropriated under Act 14 of the 2013 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the Contractor executes a copy of this Agreement and submits to State for approval, a Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The State shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at

ebudgets@lla.la.gov.

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 72-1499919.

Termination for Cause

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the agreement; provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case 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 Contractor in default and the agreement shall terminate on the date specified in such notice. 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 agreement; 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.

Termination for Convenience

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

Remedies

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. 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 agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Contractor in connection with 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 agreement.

Assignment

~~Contractor shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Contractor from the State may be~~

assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors Clause

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

Should a review or audit reveal that funds were not used in accordance with the terms of this agreement, Contractor agrees to return funds to the State in accordance with the State's terms.

La. R.S. 24:513(A)(1)(b)(iv) defines a quasi public agency or body as "Any not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds."

La. R.S. 24:513(H)(2)(a) states that the Contractor "shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated."

Pursuant to La. R.S. 24:513(J)(1)(c), the financial statements of the Contractor shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$50,000 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$50,000 or less in funds for the fiscal year.

Contract Approval

This agreement is not effective until approved by the Director of the Office of Contractual Review, Division of Administration in accordance with Executive Order BJ-08-29. Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review.

Fiscal Funding Clause

The continuation of this agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for

which funds are not appropriated.

Term of Contract

This agreement shall begin on December 1, 2013 and shall terminate on May 15, 2014.

Force Majeure

Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this agreement if caused by an act of God, war, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto) or any other cause beyond the reasonable control of the party so failing ("Force Majeure Event"); but due diligence shall be used in curing such cause, rescheduling the Litter-thon at the earliest possible time, and mitigating any losses. If a Force Majeure Event prevents the Litter-thon from occurring during the Term of this Agreement, the State shall not be liable for any amount due other than that portion associated with expenses already incurred by the Litter-thon (and that cannot be cancelled) as of the date of the Force Majeure Event.

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 VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, sexual orientation, 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.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 19 day of Dec, 2013.

WITNESSES:

Randa C. Smith

Stephanie White

Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

Charles R. Davis

Charles R. Davis
Deputy Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 16 day of December
2013.

[Signature]
Mathew Aard

Volunteer Louisiana Commission
[Signature]
Janet Pace
Executive Director

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 12th day of December
2013.

WITNESSES:
[Signature]
[Signature]

Keep Louisiana Beautiful
[Signature]
Leigh Harris
President and Chief Executive Officer

APPROVED
Office of the Governor
Office of Contractual Review

JAN 27 2014

[Signature]
DIRECTOR

Exhibit A

Agency: Office of the Lieutenant Governor, Louisiana Serve Commission

Contractor: Keep Louisiana Beautiful

Contract Monitor: Janet Pace, Executive Director of the Louisiana Serve Commission

Purpose: The purpose of this endeavor is to promote and increase volunteerism throughout Louisiana.

Detailed Goals and Objectives: The goals and objectives are to successfully plan and coordinate the Leaders Against Litter Litter-thon to provide opportunities for local leaders and citizens to work together side by side to reduce litter and improve the overall appearance of Louisiana; to educate the public about Louisiana's litter problem; and to unite leaders from around the state on common ground.

Deliverables: The Contractor will provide the following:

- Documentation of KLB's grant program and awards. KLB will administer and award grants to approximately sixteen (16) KLB affiliates (\$1500 maximum award to each sub-grantee) to implement litter abatement service projects in their communities.
- ~~(What documentation must the Contractor submit to the State to show this webinar happened?)~~ Webinar to subgrantees providing training and support for the Litter-thon. *JA RCD*
- A copy of the invitations from Lt. Governor Jay Dardenne which were printed and mailed to invite local elected officials and community leaders to participate in the Litter-thon. ~~(Would it helpful for you or the OLG to have this invitation list — names, addresses, etc. of the people who received the invitation? If so, add that. If not, delete this note.)~~ *JA JP RCD*
- A copy of the Service Day packet to local affiliates including a Proclamation template, news release template, pledge cards and service project ideas.
- Data from the Litter-thon used for the press conference on the steps of the State Capitol on Friday, April 11, 2014.
- Examples of co-branding the Litter-thon as an initiative of Volunteer Louisiana and Keep Louisiana Beautiful.

Performance Measures:

The Contractor's performance will be measured by the following:

- 1) The number of affiliates, volunteers, and leaders participating in the Litter-thon
- 2) Amount of trash removal and graffiti removal
- 3) Number of litter abatement projects implemented
- 4) Amount of media publicity received

Monitoring Plan: The Contract Monitor shall:

- 1) Ensure deliverables are completed in accordance with the terms of the agreement;
- 2) Review and verify submitted invoices prior to authorizing the release of payment to

Contractor;

3) Review submitted reports to ensure reports provide details of the event and a description of the effectiveness of these endeavors in regards to stated goals, objectives and performance measures outlined within this agreement; and

4) Report any deficiencies in performance on related CRT contract performance evaluation form and submit evaluation form to the Office of Management and Finance within forty-five (45) days of termination date.

Utility of Final Product:

The Commission envisions a future where the people of Louisiana are inspired to serve and are actively engaged in improving the quality of life for their fellow citizens. This vision drives our mission to build and foster the sustainability of high quality programs that meet the needs of Louisiana's citizens and promote an ethic of service.

At its core, KLB is a grassroots organization mobilizing a volunteer workforce for a greener and cleaner state. Similarly, one of Volunteer Louisiana's main strategic goals is to strengthen communities by promoting volunteerism and building capacity within nonprofits to successfully manage volunteers. This event will provide an opportunity for both organizations to accomplish their strategic goals and fulfill their missions.

Exhibit B
Volunteer Louisiana Budget

Grants 16 affiliates X \$1,500 per affiliate

\$24,000

Exhibit C
Litter-thon Budget
Total budget: \$39,440

Item	KLB	Volunteer Louisiana
16 \$1,500 grants to affiliates for service projects		\$24,000
Banners, signs (\$225 X 6)	\$3,600	
Print materials: pledge cards, invitations; and postage	\$3,200	
"How to" event kits and webinar	\$1,600	
T-shirts (50 X \$6 X 16 affiliates)	\$4,800	
Litter grabbers, spray paint (20 grabbers X \$7 X 16 affiliates)	\$2,240	
Total	\$15,440	\$24,000

Exhibit D

KLB Leaders Against Litter Grant Application

Organizations eligible for the Leaders Against Litter grant are the 43 Louisiana communities which are certified affiliates of Keep America Beautiful and Keep Louisiana Beautiful. These affiliate communities conduct projects and programs in line with the mission of KAB and KLB to build and sustain vibrant communities through litter prevention, waste reduction, recycling and community greening. Working with volunteers, they are engaging individuals to take greater responsibility for improving their community's environment.

Name of Affiliate: _____

Contact Person: _____

Address: _____

Email: _____ Phone: (____) _____

Is this affiliate a Non-profit Government Entity Other _____

Number of volunteers utilized annually: _____

Number of paid full-time staff members: _____

Number of paid part-time staff members: _____

Number of volunteer staff members: _____

Is this affiliate a Keep Louisiana Beautiful (KLB) affiliate in Good Standing with Keep America Beautiful?

YES NO

Explain how this affiliate has been involved in KLB in the past through participation in grants, programs, conferences or other _____

Has this affiliate participated in the Great American Cleanup in the past? YES NO

How many elected officials and community leaders currently support this affiliate? _____

How does this affiliate currently engage local community leaders and elected officials? _____

_____ This affiliate would like to build stronger relationships with _____

Churches
Schools

Businesses
Civic Groups

Elected Officials
Youth Groups

Explain how participating in this event will help strengthen this affiliate. _____

Submit a budget (on a separate sheet of paper) or explain how the \$1,500 grant will be used to reduce litter, increase recycling and/or involve volunteers. Up to 10% can be budgeted for administrative costs and 40% for food and promotional materials supporting Great American Cleanup event(s). Litter cleanup events, cigarette butt prevention efforts, graffiti removal, anti-litter education, recycling collection and purchasing litter supplies are acceptable budgeted items.

Terms and Conditions

- Agree to participate in the Leaders Against Litter litter-thon event scheduled on Friday, April 11, 2014. KLB will provide selected affiliates with an event manual to follow.
- Agree to participate in a webinar/conference call in January 2014. The webinar/conference call will provide a detailed overview and step by step instructions for the Litter-thon.
- Agree to email KLB before 12 noon on Friday, April 11, 2014 the number of pledges, the number of volunteers and the number of bags of trash from the event.
- Agree to coordinate the affiliate's Great American Cleanup on Saturday, April 12, 2014.
- Agree to email KLB Great American Cleanup results before 3pm on Wednesday, April 16, 2014. Results will include the number of volunteers, the total number of volunteer hours, the number of bags of trash and the number of pledges signed on Saturday.
- Grant funds must be used for the 2014 Great American Cleanup event expenses or other litter abatement or recycling projects utilizing volunteers. Money must be spent by May 1, 2014.
- Submit budget report, copies of receipts and event evaluation to KLB by May 1, 2014. The affiliate will maintain a proper accounting system in accordance with generally accepted accounting principles, retain appropriate financial records, receipts and provide supporting documentation of all expenditures.
- Register for the KAB Great American Cleanup and complete the ReTrac event form.
- If the applicant fails to comply with the terms of this agreement, the applicant will not be eligible to apply for this grant the following year.

Authorized Affiliate Representative Signature

Date

Print Authorized Affiliate Name and Title

Contact Person for Grant Signature

Date

Print Contact Person for Grant (Name and Title)

**Office of Lt. Governor/
Department of Culture, Recreation & Tourism
Funding Agreement Checklist**

Agency/Program: Volunteer Louisiana

Recipient: Keep Louisiana Beautiful

Indicate:

- Cooperative Endeavor
- Professional Services Contract
- Personal Services Contract
- Consulting Services Contract
- Social Services Contract
- Grant: Indicate Specific Program
- Line-Item Appropriation
- Letter of Agreement

Yes No

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include budget worksheet? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include anticipated uses? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include estimated duration of the project? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include goals, objectives, and measures of performance? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the agreement indicate requirement of written progress report every six (6) months? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been approved by the appointing authority? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor? |

Signatures:

Michelle Auch
Contract Monitor

March 13, 2014
Date

RP
Appointing Authority

3/14/14
Date

