

CFMS# 565076OCR# In House

AGREEMENT BY AND BETWEEN
LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY
AND
ST. CHARLES PARISH
P. O. Box 302
Hahnville, Louisiana 70057-0302

THIS AGREEMENT made and entered into on this 6th day of October, 2000, by and between the Louisiana Department of Agriculture and Forestry, hereinafter called "the Department" and represented by Bob Odom, Commissioner of Agriculture and Forestry, and St. Charles Parish, hereinafter called "the Contractor" and represented by Albert D. Laque, Parish President, for the provision of services as herein set forth.

WITNESSETH:

The parties hereto mutually covenant and agree as follows:

1. Scope of Services. Project #00-38P: The Contractor shall conduct a demonstration tree planting project in the Destrehan area. The public will be invited to attend the planting to learn about proper tree planting and young tree care techniques. The Contractor shall also purchase, plant on public property, and maintain for three (3) years, twenty (20) trees with a minimum 1 3/4" caliper in accordance with the American Standard For Nursery Stock (ANSI Z60.1-1996) ("See Attachment 1 which is incorporated herein.") The tree planting method shall be completed as outlined in the International Society of Arboriculture New Tree Planting brochure. ("See Attachment 2 which is incorporated

herein.") All trees must be planted between November 1, 2000 and April 1, 2001. Deliverable products to the Department shall include; a copy of the final tree inventory and photos documenting the project and education session. The approved tree species, size, location and budget associated with this project is included as, "Attachment 3, which is incorporated herein".

2. **Tree Maintenance Agreement.** The Department requires a minimum three-year maintenance agreement for all trees planted under this Grant Agreement. The Contractor is responsible for this maintenance as per instructions in the Tree Maintenance Agreement. ("See Attachment 4 which is incorporated herein.") The Department shall make periodic checks of the project installation during the agreed three-year period, and will hold the Contractor responsible for replacement of any tree loss due to the lack of proper maintenance as determined by the Department.

3. **Goal.** These funds are specifically intended to promote a long-range strategy for community forestry programs at the municipal level and to educate the public about the importance of tree planting and care in Louisiana communities.

4. **Objective.** This project shall educate the public about proper tree planting and aftercare techniques.

5. **Personnel.**

A. All of the work herein required shall be performed under the supervision of the Contractor and the Contractor shall be responsible for completion of all aspects of the scope of services herein required.

B. The work or services covered by this Agreement may be subcontracted with the responsibility still being that of the Contractor.

6. **Anti-discrimination Provisions.**

A. 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 1972, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

B. The Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veterans status, political affiliation, or disabilities.

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

7. Time of Performance. The services as herein set forth shall commence on November 1, 2000 and shall continue through September 30, 2001, unless sooner terminated as provided herein.

8. Compensation. The total project cost shall be five thousand and no/100 dollars (\$5,000.00), of which the Department agrees to reimburse the Contractor a maximum of two thousand, five hundred and no/100 dollars (\$2,500.00) in federal funds (Grant #00-DG-11083122-010) and the Contractor agrees to provide two thousand, five hundred and no/100 dollars (\$2,500.00) in local funds and/or in-kind services. The total amount of federal funds reimbursed can not exceed 50% of the total project cost. The total amount of federal funds the Department shall reimburse the Contractor under this Agreement shall not exceed two thousand, five hundred and no/100 dollars (\$2,500.00) for the services rendered under this Agreement.

9. Method of Payment. The Contractor will be reimbursed on a quarterly basis, provided sufficient documentation is submitted to the Department. Requests for reimbursement will be in the form of an invoice, describing work to date, accompanied by applicable documentation, which will include but not be limited to copies of paid invoices

for supplies, materials and other related expenses, copies of signed and approved time sheets which reflect dates of work and hours worked by each employee or volunteer, and paid invoices for approved services received by outside vendors.

Payments will be made only if sufficient documentation for both the federal dollars and the local match are supplied.

Final invoicing must be received by the Department no later than October 15, 2001.

10. Maintenance of Records. The Contractor shall at all times maintain appropriate records to document time and effort devoted to contractual activities. Such books and records shall be open to investigation by the Department, the Legislative Auditor of the State of Louisiana and/or the Office of Governor, Division of Administration auditors, or any duly authorized representative of either agency, and shall be retained by the Contractor for a period of three years after completion of the scope of services as herein authorized.

11. Costs Disallowed by Audit. The Contractor will be responsible for repayment of any costs disallowed by audit. Allowable costs are specified in Office of Management and Budget (OMB) circulars A-87; Cost Principles for State Local and Indian Tribal Governments, A-21; Cost Principles for Educational Institutions, and A-122; Cost Principles for Non-Profit Organizations.

12. Contract Modification. Any alterations of the scope of services, compensation, or any other agreement provisions must be detailed in writing and must be mutually consented to by both parties.

13. Availability of Funds. It is expressly understood by the parties hereto that this Agreement is based upon the receipt of appropriate funds and the approval of this Agreement by the Commissioner of Agriculture and Forestry. If for any reason the necessary funds are not received by the Department, this Agreement is null and void and has no effect, all parties hereto being discharged and released from their obligations and liabilities herein.

14. Termination of Agreement. This Agreement may be terminated, in whole or in part, in writing, by either party, provided that no such termination may be effected unless the other party is given (1) no less than 30 days written notice of the intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. In the event of termination as herein authorized, the Contractor shall return to the Department any funds unexpended as of the date of termination and shall provide a full accounting for all expended funds. The Department reserves the right to cancel this Agreement within 30 days for any reason.

15. Remedies. All claims, counter-claims, disputes, and other matters in question between the Department and the Contractor arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with R.S. 39:1522 - 39:1526.

16. Interest of the Department. The Department hereby covenants that no official or employee of the Department who exercises any function or responsibilities in the review or approval of this Agreement shall participate in any decision relating to this Agreement which affects his personal interest or in the interest of any corporation, partnership, or association in which he has a direct or indirect personal or pecuniary interest.

17. Interest of the Contractor. The Contractor hereby covenants that it has no interest presently nor shall it acquire any interest, direct or indirect, which would conflict in any manner with the performance of any services required to be performed under this Agreement. The Contractor further covenants that in the performance of services under this Agreement, no person having such interest shall be employed.

18. Findings Confidential. No reports, information, or data, given to or prepared or assembled by the Contractor under this Agreement, which the Department requests to be kept confidential, shall be made available to any individual or organization by the Contractor without the prior written approval of the Department, provided that such restrictions, if any, are not in conflict with state law governing the availability of public records. Upon

completion of this Agreement, or if terminated earlier, all records, reports, work sheets or any other materials related to this Agreement shall become the property of the Department.

19. Hold Harmless Clause. The Contractor shall save and hold harmless the Department from any and all claims of any kind, character, or nature arising from activities conducted under this Agreement.

20. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department thereto, provided, however, that claims for money due or to become due to the Contractor from the Department under this Agreement may be assigned to any bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

21. Payment of Taxes. The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number 72-6001208.

22. Monitoring/Liaison. The Department designated liaison for this program is the Urban Forestry Program Director, Bonnie S. Stine. She shall act as project and fiscal manager to assure the expeditious execution of this Agreement. Regional Urban Forester Thomas B. Campbell shall act as the point of contact with the Contractor to assist with project progress and to make final inspection of project for assurance of quality content of project.

23. Right to Review. The Department retains the right to make a final determination, in all cases, as to whether or not the work performed by the Contractor is acceptable in both form and content.

(CONTINUED NEXT PAGE)

24. Contractor Responsibility. This Agreement is not effective until approved by the Commissioner of the Louisiana Department of Agriculture & Forestry. It is the responsibility of the Contractor to advise the Department in advance if contract terms may be insufficient to complete contract objectives.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Agreement as of the date first above written.

WITNESSES:

LOUISIANA DEPARTMENT OF
AGRICULTURE AND FORESTRY

Wanda P. Ward
(Witness for Commissioner)

By: Bob Odom
Bob Odom, Commissioner

ST. CHARLES PARISH

Valarie R. Berthelet
(Witness for Contractor)

By: Albert D. Laque
Albert D. Laque, Parish President

Phone: (504) 783-5060