

2004-0417

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(RSVP)**

ORDINANCE NO. 04-11-8

An ordinance to approve and authorize the execution of an Agreement between the State of Louisiana, Governor's Office of Elderly Affairs, and St. Charles Parish/Programs for the Elderly/RSVP, to receive state funding to operate the St. Charles Parish Retired Senior Volunteer Program for the period January 1, 2005, through December 31, 2005.

WHEREAS, the Governor's Office of Elderly Affairs has been awarded grants and/or allocations from the Administration on Aging and the Louisiana Legislature for administering programs for the elderly in the State of Louisiana under authority of the Older Americans Act of 1965, as amended, and LA R.S. Chapter 7, Title 46: Section 931, et seq., and subject to pertinent Federal and State laws, policies and regulations; and,

WHEREAS, pursuant to said grants and/or allocations, the Governor's Office of Elderly Affairs is undertaking certain activities to develop comprehensive and coordinated service delivery systems to meet the needs of the elderly population in the planning and/or service area served by the Applicant; and,

WHEREAS, funds have been made available through the Governor's Office of Elderly Affairs to be contracted to local agencies for the planning and/or provision of supportive and nutrition services; and,

WHEREAS, the St. Charles Parish Council/Programs for the Elderly/RSVP possesses the legal authority to apply for the award and has the capacity to execute, implement, and maintain the required contractual agreement with the Governor's Office of Elderly Affairs, and to comply with all requirements imposed by the Administration on Aging and the Louisiana Legislature concerning special requirements by law, regulatory requirements, and other administrative requirements.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between the State of Louisiana, Governor's Office of Elderly Affairs, and St. Charles Parish/Programs for the Elderly/RSVP, to receive state funding to operate the St. Charles Parish Retired Senior Volunteer Program for the period January 1, 2005, through December 31, 2005 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said contract agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
BLACK, DUHE, MINNICH
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 1st day of November, 2004, to become effective five (5) days after publication in the Official Journal.

RSVP GRANT 2004

CHAIRMAN: 


SECRETARY: 

DLVD/PARISH PRESIDENT: November 2, 2004

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: November 2, 2004

AT: 11:45 AM RECD BY: 

(CFMS# 604679) - OEA FORMAT #1

CONTRACT AGREEMENT BETWEEN THE STATE OF LOUISIANA
OFFICE OF THE GOVERNOR
OFFICE OF ELDERLY AFFAIRS
AND

ST. CHARLES PARISH/PROGRAMS FOR THE ELDERLY/RSVP

(Agency)

107 Maryland Drive/Suite B, Luling, LA 70070

(Address)

Project Identification #FY05 Corporation for National & Community Services

Tax Identification #72-6001208

Contractor's Fiscal Year January 1, 2005 to December 31, 2005

Be it known, that on this 1st day of July 2004, the Governor's Office of Elderly Affairs (hereinafter referred to as "State") and St. Charles Parish/Programs for the Elderly/RSVP (hereinafter referred to as "Contractor") do hereby enter into contract under the following terms and conditions:

- 1) Contractor assures and certifies that it should received \$66,357 from Corporation for National & Community Services to operate a Retired Senior Volunteer Program for the period 01/01/2005 to 12/31/2005 which term the parties agree is also the effective term of the provisions of this contract.
- 2) Contractor further assures and certifies that it is eligible to receive State matching funds in the amount of \$15,002 and State agrees to provide said sum as matching funds to be used by Contractor for the programs referred to in Number 1. These funds will be distributed to the Contractor in two payments. The first payment will be disbursed at the beginning of the sixth month of the contract period and the second payment will be disbursed at the beginning of the twelfth month of the contract period.
- 3) Contractor agrees that the amount of State match in Number 2 is depended upon appropriation by the State Legislature, and said amount will be reduced proportionally to any reduction in the appropriation, and this agreement will be amended to reflect the reduction.

- 4) 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 agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.
- 5) Contractor agrees to submit to the State a final report of expenditures for this contract within forty-five (45) days of the close of the project period or termination. The format of such statement to be prescribed by the State.
- 6) Contractor agrees to receive an audit in compliance with the Single Audit Act of 1984, State of Louisiana regulations, and to submit a copy of such audit report to the State within ten (10) days of receipt of such report. Such audit is to be completed within 180 days of the close of the Contractor's Fiscal Year 2003
- 7) Contractor agrees to return all unexpended or unobligated State funds along with its final statement of expenditures at the end of the project period.
- 8) Contractor agrees to furnish the State with a copy of its grant award from Corporation for National & Community Services.
- 9) Contractor agrees to maintain for a period of three years after final payment, books, records, documents, and other evidence, in accordance with generally accepted accounting practices and procedures, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this agreement.
- 10) Contractor further agrees that the fiscal and other records of Contractor as they pertain to the agreement shall be subject at all reasonable times to inspection and audit by the State Agency, and the Legislative Auditor for the State of Louisiana, or their designee(s). Final financial settlement of this agreement shall be contingent upon the final audit.
- 11) The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Contractor's obligation and identified under tax identification number listed on Page One of this agreement.
- 12) The Contractor shall not assign any interest in this contract and shall not transfer any interest in same whether by assignment or novation, without prior written consent of the State Agency.

- 13) No part of this agreement shall be waived or altered except by written amendment signed by both parties to this contract.
- 14) The State Agency has the right to suspend or cancel this contract upon written notice to the Contractor if it is determined that funds provided herein are misused and/or unaccounted for; or if records and reports are not maintained; or for any other reason which is a detriment to the contract.
- 15) This agreement may be terminated at an earlier date if mutually agreed upon by both parties, or it may be terminated by the State Agency for any reason upon thirty (30) days written notification to the Contractor.
- 16) 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 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.
- 17) 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.
- 18) The Contractor agrees to hold the State Agency harmless from any liability whatsoever which may be incurred by the LA Corporation for National & Community Services of the Contractor or any subcontractor, their employees, agents or representative.
- 19) If any part of this contract is determined to be invalid or illegal by any court of competent jurisdiction, it shall not affect the remaining parts thereof.

- 20) Contractor agrees to abide by the requirements of the of following as applicable: Title IV 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- 21) 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, disabilities, or because of an individual's sexual orientation.
- 22) 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.
- 23) Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 and 1526.
- 24) Travel expenses shall be reimbursed in accordance with the current Division of Administration State General Travel Regulations Policy & Procedures Memorandum- 49. It is agreed that no funds provided herein shall be used by the Contractor for payments which exceed those authorized in these travel regulations and approved by the Contractor's Governing Body. Travel and other reimbursable expenses shall constitute part of the total maximum payable under this agreement.

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

Albert C. Lagan

11-2-04

CONTRACTOR - St. Charles Parish/Programs for the Elderly/RSVP DATE

[Signature]

11/08/04

Godfrey P. White - Director - GOVERNOR'S OFFICE OF ELDERLY AFFAIRS DATE