

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

ST. CHARLES PARISH COUNCIL/PROGRAMS FOR ELDERLY/RSVP  
(Agency)

107 Maryland Drive/Suite B, Luling, LA 70070-2163  
(Address)

Project Identification Number FY2001 ACTION-19  
Tax Identification Number 72-6001208  
Contractor's Fiscal Year January 1, 2001 to December 31, 2001


Be it known, that on this 1st day of July 2000 the  
Governor's Office of Elderly Affairs (hereinafter referred to as  
"State") and St. Charles Parish Council/Programs for the Elderly  
(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 \$58,709 from ACTION to operate a Retired Senior Volunteer Program for the period 01/01/2001 to 12/31/2001 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 \$16,762, 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, 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.

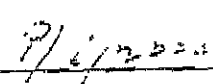
- 5) Contractor agrees to submit to the State a final report of expenditures for this contract within forty-five (45) days of the close of the project period or termination. The format of such statement to be prescribed by the State.
- 6) Contractor agrees to receive an audit in compliance with the Single 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 150 days of the close of the Contractor's Fiscal Year 2000.
- 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 ACTION.
- 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 a 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 Contractor agrees to hold the State Agency harmless from any liability whatsoever which may be incurred by the actions of the Contractor or any subcontractor, their employees, agents or representative.
- 17) 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.
- 18) 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.
- 19) 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.

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

  
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CONTRACTOR

  
\_\_\_\_\_

DATE

  
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P. F. "Pete" Arceneaux, Jr., Director, GOVERNOR'S OFFICE OF ELDERLY AFFAIRS

DATE

8/98