

DATES: July 15, 2013 through October 31, 2013
PROGRAM: Impact Lake Charles AmeriCorps

AMOUNT: \$1,500
GRANT: PDAT
GRANT # 11PTHLA001

STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
VOLUNTEER LOUISIANA COMMISSION

AmeriCorps*State
Program Development and Assistance Training (PDAT)
Supplemental Grant Agreement
EVENT: 2013 Southwestern National Service Conference
July 23-25, 2013

Be it known that on this day, July 15, 2013, the Volunteer Louisiana Commission in the Office of the Lieutenant Governor represented by its duly elected Lieutenant Governor, Jay Dardenne, whose legal address is 1051 North Third Street, Baton Rouge, LA 70802 (hereafter referred to as "State") and **City of Lake Charles**, represented by its authorized representative, Randy Roach, Mayor, whose address is 326 Pujoe Street, Lake Charles, LA 70602 (hereafter referred to as "Grantee"), do hereby enter into this grant agreement under the following terms and conditions.

1. Services

Grantee, as a recipient of funding from the Volunteer Louisiana Commission, hereby agrees to implement services and activities in accordance with this grant agreement and the AmeriCorps*State grant program for the period of **July 15, 2013 through October 31, 2013**. Grantee agrees to expend funds allotted through this grant agreement for the purposes stated in Section 2 and in the attached letters of approval which by this reference are incorporated herein.

2. Grant Award

In consideration of the Grantee carrying out the State-approved services and activities described herein and compliance with the terms and conditions of the AmeriCorps*State grant program, the State agrees to pay Grantee a maximum sum of **One Thousand Five Hundred Dollars and 00/xx (\$1,500.00)**, conditioned upon the availability of funds appropriated to the State or accruing to it from other sources. *This amount is not to be reported in other fiscal reporting, such as Periodic Expense Reports, to the State.* The State shall release payments in accordance with the following requirements:

A. Term

The term of the grant agreement is from July 15, 2013 until October 31, 2013.

B. Funding

This award is based on projected spending of PDAT funds for the following specific event:

- 2013 Southwestern National Service Conference in Denver, Colorado
- Approved expenses: staff travel, lodging, food and travel incidentals in accordance with PPM 49, the State Travel Policies and Procedures Manual

After completion of the approved activities and/or services, Grantee may submit to the State one or more original invoices for reimbursement of actual expenses incurred by the Grantee during the term of this grant agreement for the State-approved services and activities. Request(s) for reimbursement shall be accompanied by supporting documentation for the expenses, including documentation that evidences compliance with federal and state procurement procedures, as applicable. The request(s) for reimbursement may not exceed a total maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

3. Equipment Purchases

No equipment may be purchased with funds awarded from this grant agreement.

4. Amendments

Any alteration, variation, modification or waiver of provisions of this grant agreement shall be valid only when reduced to writing, and executed by all parties to the original grant agreement.

5. Acknowledgment Statement

The following statement shall appear prominently positioned next to the official logo of AmeriCorps and shall appear in close proximity to the name of the Grantee organization in all printed and broadcast promotional material, publicity, advertising, and printed programs: "SUPPORTED BY A GRANT FROM THE VOLUNTEER LOUISIANA COMMISSION IN THE OFFICE OF THE LIEUTENANT GOVERNOR JAY DARDENNE".

6. Anti-Discrimination

Grantee 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 Grantee agrees to abide by the requirements of the American's with Disabilities Act of 1990. Grantee agrees not to discriminate in its employment practices, and will render services under this grant agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this grant agreement.

7. Termination

The State may terminate this grant agreement at any time by giving thirty (30) days' written notice to the Grantee. The Grantee shall be entitled to payment for deliverables in progress and non-cancellable expenses, to the extent the services and/or activities have been carried out satisfactorily and in accordance with the terms and conditions of this grant agreement and the AmeriCorps*State grant program.

8. Documentation

Upon completion of this grant agreement, or if terminated earlier, all records, reports, worksheets, documents, or any other material related to this grant agreement shall become property of the State. The Grantee must keep all records for a minimum of three (3) years.

9. Auditing

The Grantee shall have an annual audit in accordance with OMB Circular A-133, Audit for Institutions of Higher Education and Other Non-Profit Organizations. It is also hereby agreed that the Louisiana Legislative Auditor and auditors from the State shall have the option of auditing all accounts of the Grantee; that relate to this grant agreement.

10. Taxes

Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this grant agreement, if any, shall be Grantee's obligation and identified under Federal tax identification number 7260000641.

11. Assignment of Interest

The Grantee shall not assign any interest in this grant agreement and shall not transfer any interest 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 the Grantee from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the State.

12. Admission

In order to provide the State an opportunity to report and appraise the caliber of the program supported by this grant agreement, the Grantee agrees to admit, without charge, agents of the State to the Grantee's programs and presentations related to the activities and events funded by this grant agreement.

13. Release

The Grantee shall indemnify and save harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for the loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any intentional, reckless, or negligent act or omission, operation or work of the Grantee, its agents, servants, or employees while engaged upon or in connection with activities or services required or performed by the Grantee hereunder.

14. AmeriCorps Provisions

The Grantee hereby certifies that it is familiar with and agrees to abide by the federal funding regulations as stated in the AmeriCorps Provisions and the applicable OMB circulars # A-87, A-102, A110, A-122, A-128, and A-133.

15. Certifications

A.) The Grantee certifies that it is a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR Part 24, Subpart F.

B.) The Grantee certifies that it is a non-profit 501(c) 3 organization or institution of higher education or a public entity.

18. Signatories

I hereby certify that I fully understand all terms of this grant agreement and that I am the authorized official designated to sign this grant agreement.

THE STATE OF LOUISIANA

Charles R. Davis 8/7/13
Date
Charles R. Davis
Deputy Secretary
Office of the Lieutenant Governor

THE GRANTEE

Randy Roach 7/23/13
Date
Randy Roach
Mayor

Julie Cherry 8-7-13
Date
Julie Cherry
Chair
Volunteer Louisiana Commission

Janet Pace 8-7-13
Date
Janet Pace
Executive Director
Volunteer Louisiana Commission

APPROVED BY LEGAL DEPARTMENT CITY OF LAKE CHARLES
<i>Approval subject to signature, date and initials below regarding ordinance approval.</i>
By: <u>Corey L. Rubin</u>
Corey L. Rubin, Assistant City Attorney
Date: <u>July 22, 2013</u>
<input type="checkbox"/> Authorization ordinance attached.
<input type="checkbox"/> No ordinance approval required.

GRANT AGREEMENT DATES: July 15, 2013 - October 31, 2013
MAXIMUM AMOUNT: \$ 1,500.00
LEGAL APPLICANT: City of Lake Charles
PROGRAM: Impact Lake Charles AmeriCorps
GRANT #: 11PTHLA001

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

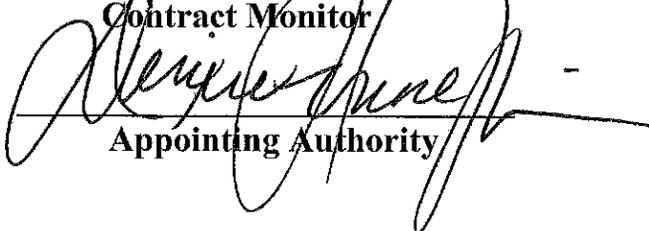
Agency/Program: Volunteer Louisiana/PDAT

Recipient: Impact Lake Charles

- Indicate:**
- Cooperative Endeavor
 - Professional Services Contract
 - Personal Services Contract
 - Consulting Services Contract
 - Social Services Contract
 - Grant: Indicate Specific Program 11PTHLA001
 - 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:

 Contract Monitor	<u>8/8/13</u> Date
 Appointing Authority	<u>8/12/2013</u> Date

