

FUNDING PERIOD: February 1, 2013 through May 30, 2013
SUB-GRANTEE: Louisiana Rural Water Association

AWARD AMOUNT: \$3500.00
GRANT AGREEMENT: 11VG129683010
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STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
VOLUNTEER LOUISIANA COMMISSION
GRANT AGREEMENT

BE IT KNOWN, the Volunteer Louisiana Commission, Office of the Lieutenant Governor of the State of Louisiana (hereafter sometimes referred to as the "State") and the Louisiana Rural Water Association (Susan Robbins, Volunteer Coordinator, Post Office Box 180, Kinder, LA 70648) (hereafter sometimes referred to as "Sub-grantee") do hereby enter into this grant Agreement under the following terms and conditions.

1. Performance Indicators

Sub-grantee hereby agrees to utilize the funding to support the National Volunteer Week in accordance with the goals and objectives contained in the Sub-grantee's proposal which includes the State-approved budget for this project (See Attachment A, which is by this reference incorporated herein.).

In the event of any inconsistent or incompatible provisions, the federal and state regulations that govern this program shall take precedence, followed by this signed Agreement (excluding the Sub-grantee's proposal) shall take precedence, followed by the provisions of the Sub-grantee's proposal.

2. Purpose of the Grant

To conduct a Household Hazardous Waste Day in conjunction with Catahoula Parish, LA DEQ, and the LaRWA. Activities will provide an opportunity for volunteers to work with community leaders to remove household hazardous waste, such as paint, light bulbs, motor fluids, etc. from the solid waste disposal stream and prevent contamination of drinking water, soil and air around the parish.

3. Grant Award

In consideration of the work described above, the State hereby agrees to pay Sub-grantee a maximum sum of \$3,500.00 (three thousand five hundred dollars).

This funding is contingent upon the availability of funds appropriated to the State by the Louisiana Legislature or accruing to the State from other sources. The grant amount shall be paid in accordance with the following requirements:

a. **Term.** The term of the Agreement shall be from February 1, 2013 and end on May 30, 2013, unless ended earlier for cause, by mutual consent of both parties, or due to lack of continuation of funding.

b. **Reimbursement Requests.** The Sub-grantee may submit Reimbursement Requests under this Agreement. Payments will be made as a reimbursement for allowable expenditures incurred in fulfilling the terms of the Agreement.

However, with prior approval by the Grant Monitor, the Sub-grantee may submit a Reimbursement Request based on work, goods, and services that have been invoiced, but not received.

Sub-grantee shall submit to the Grant Monitor with the Reimbursement Request form, original invoice(s), a Final Report, and all supporting documentation necessary to verify that the qualifying expenses were actually incurred by the Sub-grantee in compliance with the terms of the Agreement, due no later than thirty (30) days after the end of the Agreement. For this Agreement, the Grant Monitor is Nicholas Auck, the Director of Volunteer Outreach. All forms shall be mailed with original signatures to their attention at Post Office Box 44243; Baton Rouge, LA 70804.

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c. **Payment.** The Grant Monitor shall review and verify the Reimbursement Request form, invoice(s) and all supporting documentation for compliance with the Agreement. Upon approval, Grant Monitor shall authorize the release of payment. Reimbursement usually takes 2-4 weeks from the Grant Monitor's approval to be issued.

The State will reconcile the invoice(s) to the supporting documentation. The State will adjust payments downward in the event the Invoice(s) includes a request for payment of expenses that are not listed in the approved Budget, the State has not been acknowledged, the documentation to support the expense is missing or inadequate, or for noncompliance with the terms of this Agreement. The State will provide the Sub-grantee notice of the defect and a reasonable opportunity to cure.

If it is determined by the Grant Monitor or by an audit that State funds were expended on non-reimbursable expenses, Sub-grantee will be required to repay the State. If the Sub-grantee 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.

d. **Appropriations Act for FY 2012-2013.** No funds appropriated under the Appropriations Act for FY 2012-2013 shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the Sub-grantee executes an Agreement and submits to the Volunteer Louisiana Commission 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 Volunteer Louisiana Commission shall submit the Agreement, the Budget and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

e. **Fiscal Funding** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. 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.

4. Amendments

Any change to this Agreement must be consistent with the provisions of the Volunteer Generation Fund. Any change to this Agreement requires a written amendment executed by both parties and approved by the Deputy Secretary of the Office of the Lieutenant Governor.

5. Acknowledgment Statement

The official logo of the 20th Anniversary of the Corporation for National and Community Service in Louisiana shall be provided by Volunteer Louisiana and shall appear on all printed and broadcast promotional material, publicity, advertising and printed programs supported by this grant. The following statement shall appear prominently positioned with the official logo of Corporation for National and Community Service and in close proximity to the name of the Sub-grantee organization in all printed and broadcast promotional material, publicity, advertising and printed programs supported by this grant: "Supported by a grant from Volunteer Louisiana in the Office of the Lieutenant Governor Jay Dardenne."

6. Termination

Either party may initiate a termination of this Agreement by mutual agreement, executed in writing. The State may terminate this Agreement at any time by giving thirty (30) days' written notice. This Agreement, if terminated, shall terminate as of the last day of the month following the date of the original notice or on a mutually agreed upon date.

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The State may terminate this Agreement for cause based upon the failure of the Sub-grantee to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Sub-grantee written notice specifying the Sub-grantee's failure. If within thirty (30) days after receipt of such notice, the Sub-grantee shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Sub-grantee in default and the Agreement shall terminate on the date specified in such notice.

The Sub-grantee 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 Sub-grantee shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Sub-grantee shall be entitled to payment for expenses incurred prior to Sub-grantee's receipt of the notice of termination to the extent that the incurred expenses are allowable, otherwise consistent with the terms of this Agreement and the provisions of the Volunteer Generation Fund, and are properly requested as set forth herein.

7. Retention of Records

The Sub-grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation and program performance data, member information and personnel records for three (3) years from the date of the submission of the final Financial Status Report (SF 269A) by the Volunteer Louisiana Commission. If an audit is started prior to the expiration of the three (3) year period, the Sub-grantee must retain all records until the audit findings involving the records have been resolved and final action taken. The State will notify Sub-grantees in writing when they may no longer maintain these files for auditing purposes.

8. Ownership

All records, reports, documents and other material delivered or transmitted to the Sub-grantee by State shall remain the property of State, and shall be returned by Sub-grantee to State, at the Sub-grantee'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 the Sub-grantee in connection with the performance of the activities agreed to herein shall become the property of State, and shall, upon request, be returned by the Sub-grantee to State, at the Sub-grantee's expense, at termination or expiration of this Agreement.

9. Audits

A Sub-grantee that expends a total of \$500,000 or more of federal awards in a fiscal year is required to obtain a single audit for that year conducted by an independent auditor in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133 (If the Sub-grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A Sub-grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirement of OMB Circular A-133 for that year. However, it must continue to conduct financial management reviews of its programs, and records must be available for review and audit. Audit reports generated by the Corporation for National and Community Service will be submitted within thirty (30) days of the completed audit report.

It is hereby agreed that auditors from the Louisiana Division of Administration, the Lieutenant Governor's Office and the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of Sub-grantee that are related to this grant.

10. Taxes

The Sub-grantee hereby agrees that the responsibility for payment of taxes, if any, from the funds thus received under this Agreement and/or legislative appropriation shall be Sub-grantee's obligation and identified under Federal Tax identification number 72-0839514.

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11. Assignment of Interest

The Sub-grantee shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or notation), without prior written consent of the State, provided however, that claims for money due or to become due to the Sub-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. Anti-discrimination

The Sub-grantee 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 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 1972, the Fair Housing Act of 1968 as amended, and Sub-grantee agrees to abide by the Requirements of the Americans with Disabilities Act of 1990. Sub-grantee 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 the Sub-grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

13. Signatories

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

THE STATE OF LOUISIANA

THE SUB-GRANTEE

Charles R. Davis 5/15/13
Date
Charles R. Davis
Deputy Secretary
Office of the Lieutenant Governor

Susan Robbins 5/3/13
Date
Susan Robbins
Volunteer Coordinator
Louisiana Rural Water Association

Julie Cherry 5/9/13
Date
Julie Cherry
Chair
Volunteer Louisiana Commission

Jahet Pace 5-3-13
Date
Jahet Pace
Executive Director
Volunteer Louisiana Commission

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Attachment A

(Attach here the Sub-grantee's approved proposal, with its approved budget)

***2013 National Service Days
Request for Proposals***

Request for Project Funding

Section A. - Demographics

Organization Name: Louisiana Rural Water Association

Address: Post Office Box 180, Kinder, Louisiana, 70648

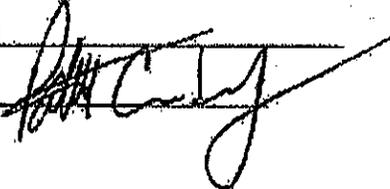
Phone: (800) 256-2591 or (337) 738-2896

Fax: (337) 738-5620

Email: LaRWA@centurytel.net

Volunteer Coordinator: Susan Robbins

Amount Requested: \$3,500.00

Authorized applicant signature: 

Section B. - Narrative

This is a request for funding for a household hazardous materials collection day for Catahoula Parish to be held in conjunction with National Volunteer Week. The collection day will be held on March 2, 2013, one week earlier than the actual March 9th start date of National Volunteer Week. Local citizens requested that the Louisiana Rural Water Association organize a collection day. Since there is a need for a place to dispose of such material locally and because the Louisiana Rural Water Association has partnered with the Louisiana Department of Environmental Quality in protecting the public's drinking water sources it has taken on the lead role in organizing the collection day. This project will provide a local avenue for disposal of household hazardous waste, minimizing the likelihood that this material will have a negative impact on the environment.

A community meeting was held on January 8th in order to organize and enlist volunteers. As a result 21 local citizens volunteered (more volunteers are expected) to work the set up day on March 1st and the collection day on March 2nd. A planning meeting will be held with the volunteers on February 26th. The collection day will be held at the First Baptist Church of Harrisonburg, 600 Bushley Street, Harrisonburg, Louisiana from 8:00 AM to 12:00 PM. At the collection day residents of Catahoula Parish and surrounding areas will be able to drop off household waste. Advanced Specialized Carriers, LLC will dispose of all waste for an estimated amount of \$3,500.00. Advertising for the collection day will go out through the local media.

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2013 National Service Days Request for Proposals

The Louisiana Department of Environmental Quality, through their current ongoing partnership with the Louisiana Rural Water Association's Source Water Protection Program, is providing assistance with meetings, the grant application, the set up day, the collection day and will also provide t-shirts and ditty bag stuffers for volunteers. In addition to this ongoing partnership the following entities and local governments will provide the following assistance.

First Baptist Church of Harrisonburg - location, bathroom facilities, tables, chairs
Villages of Harrisonburg - cones, barricades, mayor participating in TV interview
Town of Jonesville - trash trailer/truck
(Fire/police protection, security and traffic control will be jointly controlled by Harrisonburg, Jonesville, and the Catahoula Parish Sheriff's Office.)
City of Pineville - hammers, screwdrivers, paint can openers, paint stirrers, safety gear
Advanced Specialized Carriers, LLC - pick up/transportation of waste, paint strainers
FCC Environmental - disposal of used oil/antifreeze
Wornack and Sons Construction Group - fork lift
Big "B" Sales, Inc. - pallets
Cenla Pride - signs
Sicily Island State Bank - \$250
Southern Heritage Bank - \$250
Catahoula-LaSalle State Bank - \$250
JM Farms-Louisiana Delta Plantation - \$200

In addition to the entities listed above the following entities will be contacted for the following assistance.

Louisiana National Guard - canopies/tents
Ford Grocery Company - food
Proctor and Gamble, Roy O. Martin Lumber Co. and Concordia Electric - financial assistance

At a date subsequent to the collection day volunteers will reconvene for an evaluation meeting where the Louisiana Rural Water Association will receive feedback from participants. This meeting will help with planning and organizing future collection days. It will also provide a venue for the Louisiana Rural Water Association and the Louisiana Department of Environmental Quality to introduce other volunteer opportunities involved with drinking water source protection to assist in meeting their program requirements.

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2013 National Service Days Request for Proposals

Section C. - Budget

While no funding match is required, any funding that is identified to increase your project(s) should be included. The following template is provided to assist in the formation of the Budget, but additional Items may be added.

PROJECT BUDGET

Project Materials/Supplies

| Item | Qty | Unit Cost | Grant Amount | Match | Total Amount |
|-------------------|-----|--------------|--------------|-------------------|-------------------|
| t-shirts | 50 | \$5.15/shirt | | \$257.50 | \$275.50 |
| buckets with lids | | | | \$800.00 | \$800.00 |
| masks, aprons | | | | \$100.00 | \$100.00 |
| gloves | | | | \$200.00 | \$200.00 |
| safety glasses | | | | \$200.00 | \$200.00 |
| hand wipes | | | | \$50.00 | \$50.00 |
| Totals | | | | \$1,607.50 | \$1,607.50 |

Refreshments

| Item | Qty | Unit Cost | Grant Amount | Match | Total Amount |
|----------------------|-----|-----------|--------------|-----------------|-----------------|
| Lunch for volunteers | | | | \$500.00 | \$500.00 |
| Totals | | | | \$500.00 | \$500.00 |

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**2013 National Service Days
 Request for Proposals**

Contractual and Consultant Services

| Purpose | Calculation | Daily Rate | Grant Amount | Match | Total Amount |
|----------------|-------------|-------------------|--------------|-------|--------------|
| Waste Disposal | | disposal estimate | \$3,500.00 | | \$3,500.00 |
| Totals | | | \$3,500.00 | | \$3,500.00 |

Administrative Costs (not to exceed 10% of grant request)

| Purpose | Grant Amount | Match | Total Amount |
|---------------|--------------|-------|--------------|
| N/A | | | |
| Totals | | | 0 |

| TOTALS (grant amount not to exceed \$5,000) | Grant Amount | Match | Total Amount |
|--|--------------|-------|--------------|
| | | | |

| Item | Calculation | Grant Amount | Match | Total Amount |
|----------------------------|-------------|--------------|------------|--------------|
| Project Materials/Supplies | | | \$1,607.50 | \$1,607.50 |
| Refreshments | | | \$500.00 | \$500.00 |
| Waste Disposal | | \$3,500.00 | | \$3,500.00 |
| TOTALS | | \$3,500.00 | \$2,107.50 | \$5,607.50 |

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

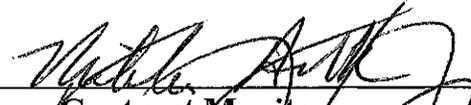
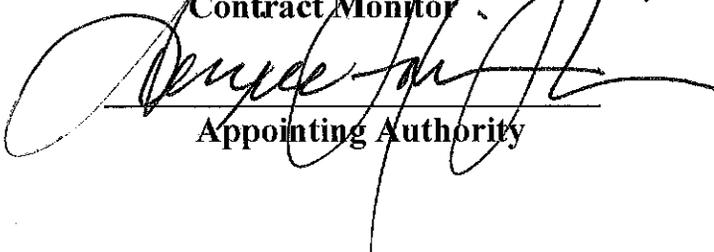
Agency/Program: Volunteer Louisiana/Volunteer Generation

Recipient: Louisiana Rural Water Association

- Indicate:**
- Cooperative Endeavor
 - Professional Services Contract
 - Personal Services Contract
 - Consulting Services Contract
 - Social Services Contract
 - Grant: Indicate Specific Program 11VG129683008
 - 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>June 24, 2013</u> Date |
|  _____ Appointing Authority | <u>6/28/2013</u> Date |

