

TRANSMITTAL FOR APPROVED CONTRACT

CONTRACTOR: Louisiana Association of Non-profit Organizations

CFMS TRACKING NUMBER: 693002

DCRT TRACKING NUMBER: DCRT-OLG-11-01

AGENCY: Office of the Lieutenant Governor

CONTRACT MONITOR: Janet Pace

FISCAL ANALYST: Raven Fernandez

MAXIMUM AMOUNT: \$15,000.00

CONTRACT PERIOD: 08/01/10-09/30/10

Attached is either an original or copy of the approved contract/amendment for your records. Please be reminded that according to **RS 39:1500 Contract Administration**, after completion of performance, the using agency shall prepare a final report on the contract, which shall include an evaluation of contract performance and an assessment of the utility of the final product. This report shall be delivered to the Division of Administration (DOA) Office of Contractual Review, within 60-days after completion of performance and shall be retained in the official contract file.

Reports not submitted to the Office of Contractual Review within the 60-days period shall be delinquent.

To avoid delay in completing the evaluation, it is my suggestion that once the contract monitor has approved the final invoice, the performance evaluation should be completed and submitted to the Contracts Office to be recorded and submitted to the DOA.

If you have questions in regards to contract administration please contact Karen Richardson, Contracts Reviewer at 225-342-8193 or email Karen at krichardson@crt.state.la.us.



State of Louisiana

OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
MANAGEMENT AND FINANCE

PAM BREAUX
SECRETARY

DESIRÉE W. HONORÉ
UNDERSECRETARY

SCOTT A. ANGELLE
LIEUTENANT GOVERNOR

August 30, 2010

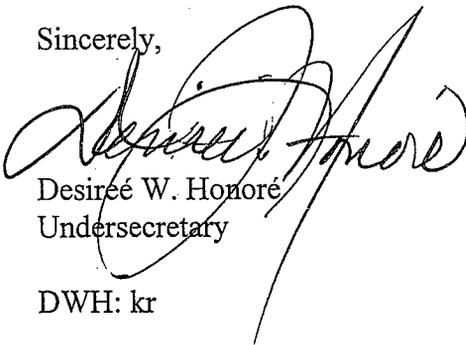
Ms. Ann Silverberg Williamson
Louisiana Association of Non-profit Organizations
P.O. Box 5808
Baton Rouge, LA 70821

Dear Ms. Williamson:

Attached is an approved original of the contract between the Department of Culture, Recreation and Tourism, Office of the Lieutenant Governor and Louisiana Association of Non-profit Organizations. The tracking numbers that have been assigned to this contract are DCRT-OLG-11-01 and CFMS#693002. Please refer to these numbers in any correspondence concerning this contract.

If you have any questions or need any additional information, please contact the contract monitor listed in your contract/agreement or Karen Richardson, Contract/Grants Administrator III at (225) 342-8193.

Sincerely,



Desirée W. Honoré
Undersecretary

DWH: kr

Attachment

cc: Janet Pace, Contract Monitor
Raven Fernandez, Fiscal Analyst



BOBBY JINDAL
GOVERNOR

ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

August 10, 2010

Ms. Pam Breaux
Secretary
Department of Culture Recreation & Tourism
Office of Lieutenant Governor
Post Office Box 94361
Baton Rouge, LA 70804-9361

Dear Ms. Breaux:

Enclosed are approved copies of the following contract received in our office on June 24, 2010.

Department of Culture Recreation & Tourism

OCR # 146-100082 CFMS # 693002 Louisiana Association of Non-Profit Organizations

The numbers listed prior to the contractor's name have been assigned by this office and are used as identification for the contract. Please use these numbers when referring to the contract in correspondence or an amendment. Approval of continuing services contracts is contingent upon the receipt of a final performance evaluation report on the prior contract as required under Revised Statute 39:1500.

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

This letter also serves as notice that if the requisite 2010-2011 funds are not appropriated by the legislature, then it will be your responsibility to notify the contractors that they will not be able to commence work under these contracts since this office's approval is conditioned on the eventual availability of said funds. If such funds do not become available, then these contracts are invalid.

We appreciate your continued cooperation.

Sincerely,

Sandra G. Gillen
Sandra G. Gillen, CPPB
Director

SGG/cc

Enclosure

146-100082
DCRT-OLG-11-01
CPMS 693002

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT, is made and entered into by and between the Office of Lieutenant Governor, Louisiana Serve Commission, hereinafter referred to as "State" or "Commission," and Louisiana Association of Nonprofit Organizations, Post Office Box 5808, Baton Rouge, Louisiana, 70821, hereinafter referred to as "LANO" or "Contractor."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, LANO is a 501 (C)3 organization comprised of a statewide network of diverse nonprofits, foundations, corporations and individuals from every region of the state, with over 1,000 members whose mission is to strengthen, promote and build the capacity of Louisiana's nonprofit sector through education, advocacy and member services. LANO provides leadership, resources and forums around the state through corporate, branch and field offices, providing member benefits, training, direction of policy and procedure and information to build organizational capacity; and

WHEREAS, the mission of the Louisiana Serve Commission is to build and sustain high quality programs that meet the needs of Louisiana's citizens and promote an ethic of service; serve as the focal point for national service efforts in the state and acts as a clearing-house for national service programs operating in Louisiana; and award grants to organizations and schools that foster civic responsibility and provide educational opportunities for those who make a substantial commitment to service; and

WHEREAS, in accordance with La R.S. 49:1111 et seq, the State desires to cooperate with the Contractor in the implementation of this endeavor; and

WHEREAS, Contractor is planning and coordinating the 2010 LANO "**Nonprofits: The Transforming Landscape**", August 25-27, 2010 at the Astor Crowne Plaza in New Orleans, the largest event in Louisiana promoting nonprofit sustainability, enhancing grant writing and fund development skills and providing a venue for nonprofits to learn more about each other and from foundations, corporations and donors; and

WHEREAS, the public purpose is described as implementing philanthropy training and technical assistance and to use strategies that maximize the impact of resources provided to national service programs in the state through increased awareness of the Louisiana Serve Commission and its programs; and by providing needed resources to sub-grantees; and creating a larger

networking atmosphere; and

WHEREAS, the parties anticipate that the public benefit will be proportionate to the obligations undertaken by the State and will support public causes, through building resource programs developed through public and nonpublic entities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

As provided in greater detail in Exhibits A and B, which is by this reference incorporated herein, the Contractor hereby agrees to:

- ❑ **Scholarships** – LANO will provide 30 scholarships to Louisiana Serve Commission-sponsored organizations from throughout Louisiana.
- ❑ **Louisiana Serve Luncheon Sponsor** –LANO will name the Louisiana Serve Commission as the co-sponsor of the Luncheon Session Aug. 26, 2010 in all promotional materials and at conference.
- ❑ **Marketing and Promotion** – As a conference sponsor, the Serve Commission will be recognized as a conference sponsor in all LANO media and marketing materials leading up to conference including but not limited to the Commission's logo appearing in the conference registration brochure, conference program and on the conference banner; website links to www.lano.org; listings in LANO's 2010 Annual Report and other promotional items; listings in all conference press releases and PSAs; and a one-page ad inside the conference program.
- ❑ **Exhibit Booth** – The Serve Commission may have a constant presence in the Conference Resource Gallery Exhibit Area.
- ❑ **Miscellaneous Services** – LANO will list Louisiana Serve Commission/AmeriCorps events on www.lano.org; place Serve Commission selected materials in conference tote bags and provide staff support and communications to see these projects are seen through.
- ❑ Contractor agrees to submit a complete report of the overall conference evaluation as well as the results of a survey developed and distributed by LANO and sent specifically to Louisiana Serve Commission scholarship recipients. This report shall include but not be limited to a description of the effectiveness of this endeavor as it relates to the specific goals, objectives and performance measures outlined in this agreement, documentation of the State's acknowledgment in this endeavor, promotional items derived as well as the number of attendees. The final report should also include a comparative analysis between the previous year and current year's conference. Contractor agrees to submit the final report within thirty (30) days after the conference.

Payment Terms

In consideration of the services described within this agreement, the State hereby agrees to pay Contractor a maximum fee of Fifteen Thousand Dollars (\$15,000). Payment will be made only upon approval of the Contract Monitor, or her designee.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payment is scheduled as follows: payment of Fifteen Thousand Dollars (\$15,000) upon completion of services and receipt of a final report described in Scope of Services, Exhibit A, and an original invoice within thirty (30) days after the conference.

Payment is also contingent on the availability of funds.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 72-1444119.

Termination for Cause

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the agreement; provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, 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 Contractor in default and the agreement shall terminate on the date specified in such notice. 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 agreement; 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.

Termination for Convenience

The State may terminate the agreement at any time by giving thirty (30) days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524-1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor'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 Contractor in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at Contractor's expense

at termination or expiration of this agreement.

Assignment

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

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor which relate to this agreement.

Contract Approval

This contract is not effective until approved by the Director of the Office of Contractual Review, Division of Administration in accordance with La R.S. 39:1502. Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review.

Fiscal Funding Clause

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.

Term of Contract

This agreement shall begin on August 1, 2010 and shall terminate on September 30, 2010.

Discrimination Clause

The Contractor 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, 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 Contractor agrees to abide by the requirements of

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 3rd day of June, 2010.

WITNESSES:

Office of the Lieutenant Governor

Amie B. B.

Pam Breaux

Pam Breaux
Secretary, DCRT

Guilla D. Geisw

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 24 day of May, 2010.

Louisiana Serve Commission

Drene Lamb

Janet Pace

Janet Pace
Executive Director

Denise Howell

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 2^{1st} day of 2010, 2010.

WITNESSES:

Louisiana Association of Nonprofit Organizations

Robin Deanne

Ann Silverberg Williamson

Ann Silverberg Williamson
President and Chief Executive Officer

Valley King

APPROVED
Office of the Governor
Office of Contractual Review

AUG 10 2010

Andrea S. Gillen

DIRECTOR

Exhibit A

Agency: Office of Lieutenant Governor, Louisiana Serve Commission

Contractor: Louisiana Association of Nonprofit Organizations

Contract Monitor: Executive Director of the Louisiana Serve Commission or her designee

Purpose: To provide philanthropic training opportunities in order to promote nonprofit sustainability, enhance grant writing and fund development skills and to provide a venue for nonprofits to learn more about each other and from foundations, corporations and donors.

Detailed Goals and Objectives: The overall goal is to increase the awareness of the Louisiana Serve Commission and its programs; provide needed resources to subgrantees; and create a larger networking atmosphere. Conference goals also include opportunities for the following:

- (1) Better Information – Nonprofit programs will find information-packed workshops, seminars and panel discussions to improve the sustainability of the organizations;
- (2) Knowledge – The attendees will gain new knowledge, skills, information, contacts and perspectives on nonprofit management, grantwriting and fund development activities and strategies; as well as partnership opportunities with national service programs;
- (3) Improve quality – The intent of the conference is to continue to provide information to nonprofits and foundations and to “raise the bar” on quality by exposing nonprofit leaders to best practices for management, grantwriting and fund development;
- (4) Technology – Improve access to and understanding of how technology can improve the efficiency and effectiveness of nonprofit organizations;
- (5) Volunteerism and National Service – Promote volunteerism and civic engagement, encourage participation in programs funded through the Louisiana Serve Commission and the Corporation for National and Community Service.

Performance Measures: The success of these goals and objectives will be determined through measurement of the following:

1. LANO’s incorporation of information in regards to the Commission’s subgrantee needs as specified by the Louisiana Serve Commission in other conference tracks.
2. Promotion of the Commission including:
 - Louisiana Serve Commission materials in conference bags,
 - Designation of the Louisiana Serve Commission as Aug. 26 Luncheon Co-Sponsor,
 - The Commission logo and/or name the Commission in all marketing and public relations materials (conference registration brochure, conference bag, conference

program, conference banner, press releases, news alerts, PSAs) regarding the conference,

- Listings in LANO's 2010 Annual Report and other promotional items,
 - One-page ad inside the conference program,
 - Exhibit space in the Conference Resource Gallery Exhibit Area.
3. Provide to the Commission a final overall evaluation of the conference as well as the results of a survey sent specifically to Louisiana Serve Commission scholarship recipients.
 4. A representative of the Louisiana Serve Commission will host a 90-minute training session on Louisiana Serve Commission/CNCS programs and opportunities for engagement.
 5. Expected attendance of over 500 participants.

Monitoring Plan: Janet Pace, Executive Director, or her designee, of the Louisiana Serve Commission will be the Contract Monitor. Contractor's performance will be monitored and evaluated to ensure deliverables are completed according to the cooperative endeavor agreement. Contract monitor or his designee will: review and verify submitted invoices prior to authorizing the release of payment to Contractor; review submitted reports to ensure reports provide details of the event and a description of the effectiveness of these endeavors in regards to stated goals, objectives and performance measures outlined within this agreement; and will report any deficiencies in performance on related CRT contract performance evaluation form and submit evaluation form to the Office of Management and Finance within forty-five (45) days of termination date.

Utility of Final Product: The LANO 2010 conference "**Nonprofits: The Transforming Landscape**" is the only statewide conference format focusing on fund development, grant writing, corporate and foundation development and organizational excellence for all types of nonprofit organizations with an inclusion of volunteerism, national service, and civic engagement for this year. The state currently funds nearly 800 nonprofit organizations that provide contracted services through the Departments of Education, Social Services, Health and Hospitals and Corrections.

The Louisiana Serve Commission currently has approximately 35 subgrantees (e.g., nonprofit organizations, institutions of higher education, public schools, and faith-based organizations) through AmeriCorps and Learn and Serve America. The total budget for this conference is \$198,000.00. The Louisiana Serve Commission could not conduct a conference of this magnitude because of limited resources.

The Commission envisions a future where the people of Louisiana are inspired to serve and are actively engaged in improving the quality of life for their fellow citizens. This vision drives our mission to build and foster the sustainability of high quality programs that meet the needs of Louisiana's citizens and promote an ethic of service. This conference will increase Commission recognition while providing necessary resources to subgrantees.

Exhibit B

Budget

Scholarships	\$ 8,500
Luncheon sponsorship	\$ 2,500
Marketing and Promotion	\$ 2,500
Cost for Exhibits	\$ 750
Training Materials	<u>\$ 750</u>
Total	\$15,000