

TRANSMITTAL FOR APPROVED CONTRACT

CONTRACTOR: Louisiana Association of Nonprofit Organizations

CFMS TRACKING NUMBER: 718417

DCRT TRACKING NUMBER: DCRT-OLG-13-01

AGENCY: Office of Lieutenant Governor

CONTRACT MONITOR: Janet Pace

FISCAL ANALYST: Josh McDaniels

MAXIMUM AMOUNT: \$20,000

CONTRACT PERIOD: 11/15/12-12/31/12

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



JAY DARDENNE
LIEUTENANT GOVERNOR

CHARLES R. DAVIS
DEPUTY SECRETARY

DESIRÉE W. HONORÉ
UNDERSECRETARY

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

December 4, 2012

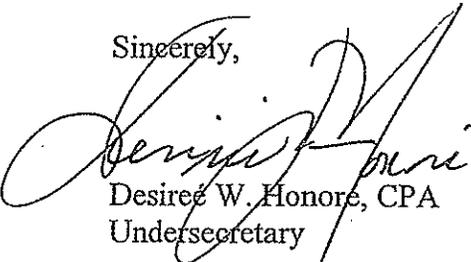
Ms. Anne Silverberg Williamson
LANO
447 Third Street, Suite 200
Baton Rouge, LA 70802

Dear Ms. Williamson:

Attached is an approved original of the contract between the Office of the Lieutenant Governor, Volunteer Louisiana Commission and the Louisiana Association of Nonprofit Organizations. The tracking numbers that have been assigned to this contract are DCRT-OLG-13-01 and CFMS# 718417. 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,


Desiree W. Honore, CPA
Undersecretary

DWH: kr

Attachment

cc: Janet Pace, Contract Monitor
Josh McDaniels, Fiscal Analyst

STATE OF LOUISIANA

CONTRACT FOR CONSULTING SERVICES

Be it known that the State of Louisiana, Office of the Lieutenant Governor, *Volunteer Louisiana Commission* (hereinafter sometimes referred to as "Commission" or "State") and *Louisiana Association of Nonprofit Organizations, 447 3rd St., Ste. 200, Baton Rouge, Louisiana, 70802* (hereinafter sometimes referred to as "LANO" or "Contractor") do hereby enter into this contract under the following terms and conditions.

Background

In accordance with La. R.S. 49:1112(A), the Volunteer Louisiana Commission shall have among its purposes to:

- "(1) Encourage community service as a means of community and state problem solving.
- (2) Promote and support citizen involvement in government and private programs throughout this state.
- (3) Develop a long term, comprehensive vision and plan for action for community service initiatives in this state.
- (4) Act as the state's policymaking body for the Corporation for National and Community Service.
- (5) Serve as the state's liaison to other national and state organizations which support its mission."

In accordance with La. R.S. 49:1115(5), the Commission shall:

"Develop and implement a centralized organized system of obtaining information and technical support concerning community service, recruitment, service projects, training methods, materials, and activities throughout this state and share information and support upon request."

In accordance with La. R.S. 49:1117, the Commission may:

"enter into contractual agreements with not-for-profit and governmental organizations for any non-policy making functions it deems necessary. Such functions may include but are not limited to the operation of national service programs, organizing service conferences, providing professional training services, program oversight and financial management, grant writing, grant reporting, program analysis, public policy analysis, and all other non-policy commission duties mandated by the National and Community Service Trust Act of 1993."

LANO is a statewide member organization whose mission is to strengthen the effectiveness of Louisiana's nonprofit sector by providing high-quality information, tools, resources, and advocacy to deepen the impact of Louisiana's nonprofit organizations.

Thus, it is the shared purpose and mission of the Volunteer Louisiana Commission and LANO to develop, support, and deliver the educational programming and related services described herein. It is cost-effective for the contracting parties to collaborate in this initiative rather than carrying out these activities independently.

Scope of Services

As provided herein and in greater detail in Exhibit A, which is by this reference incorporated herein, Contractor hereby agrees to furnish the following services:

~~To provide capacity building educational programming to citizen volunteers through LANO's Community Leaders program, and to augment LANO's Nonprofit Career Center service to match~~

volunteer opportunities with suitable and willing personnel. Support to these unique, statewide LANO initiatives will benefit not only Volunteer Louisiana's AmeriCorps sub-grantees and Volunteer Generation Fund sub-grantees, but also the larger nonprofit and faith-based groups with which Volunteer Louisiana works. Volunteer Louisiana's investment will magnify the community benefits of preparing professionals for nonprofit board leadership and will enhance the ability of nonprofits to seek and find able volunteers for positions other than board service.

Community Leaders will recruit professionals of diverse fields and personal backgrounds and equip them with the knowledge and tools needed to be effective volunteer board members for nonprofit organizations statewide. Participants gain real-time experience on Director roles and responsibilities through interactive instruction, panel discussions and case studies. The four-session program was developed by LANO and is centered on critical governance topics including: Financial Management; Fund Development; Code of Conduct and Legal issues; and Governance versus Management. At the conclusion of the training program, LANO will facilitate matching of Community Leaders to area nonprofit organizations for placement on Boards of Directors or special committees. Community Leader placement service includes structured engagement with nonprofit organizations for successful matches based on volunteer leaders' interests and nonprofit governance needs; networking events with the class and area nonprofit board chairs and executive leadership; an online database of Community Leader profiles featured on LANO's website for year-round matching.

The Nonprofit Career Center has helped fill 163 nonprofit positions through a free member service that includes unlimited job posting for general members and position advertising to the entire network of more than 11,000 sector professionals. The program will be expanded to include new categories of volunteer action, and expand the pool of submitted resumes for prospective volunteers through a series of Volunteer Louisiana-branded communications to the membership and wider nonprofit community.

Objective

To build capacity within the nonprofits and sub-grantees with which the Volunteer Louisiana Commission collaborates to deliver more efficient and effective services to Louisiana's citizens.

Commission Recognition

The Volunteer Louisiana logo will be placed on the LANO website in association with both Community Leaders and Career Center pages and network communications. Furthermore, social media communications via Facebook and Twitter will feature Volunteer Louisiana's support. E-blasts to the LANO membership will highlight the collaboration by featuring the Volunteer Louisiana logo where recruitment or promotions of these programs are featured.

Payment Terms

The Budget for this project is set forth in Exhibit B. In accordance with the Budget and in consideration of the satisfactory completion of the consulting services described above by or before December 31, 2012, the State agrees to pay the Contractor a flat fee of Twenty Thousand and NO/100 Dollars (\$20,000). Payment will be made only on approval of Janet Pace, Executive Director, or her designee, supervisor, or successor.

Payment is subject to State's timely receipt of all deliverables associated with the completion of the services and an original invoice in an amount not to exceed \$20,000 from the Contractor.

The Contractor's travel and other expenses are included in the flat fee and shall not be reimbursed separately.

Contractor is informed that no funds appropriated under Act 13 of the 2012 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State unless the Contractor executes a copy of the Contract 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 Contract, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract 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 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 of failure 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.

Termination for Convenience

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.

Remedies for Default

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

Ownership

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

Nonassignability

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior

written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance to the same or more effective procedure requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

Responsibility of the Contractor

The Contractor shall obtain releases, licenses, permits or other authorization to use photographs, copyrighted materials, art work or any other property rights belonging to third parties obtained by the Contractor for use in performing services for the State and the Contractor shall be responsible for any claims with respect to such use.

Responsibility of the State

The State shall obtain the same for any such items obtained by it, which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The State uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the State in connection with the performance of the agreement is accurate and complete. The State will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

Approval

This contract is not effective until approved by the Deputy Secretary of the Department of Culture, Recreation and Tourism. Any alteration, variation, modification or waiver of provisions of this contract shall be valid only when reduced to writing, executed by all parties and approved by the Deputy Secretary of the Department of Culture, Recreation and Tourism.

Auditors

It is hereby agreed in accordance with La. R.S. 24:513 that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration and/or the Office of the Lieutenant Governor auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

Term of Contract

This contract shall begin on **November 15, 2012** and shall terminate on **December 31, 2012**. **Services must be completed and all invoices related to those services are due no later than Dec. 31, 2012.**

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, 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 contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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 Title 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 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 contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 28 day of Nov, 2012.

WITNESSES' SIGNATURES:

Rinda C. Smith
Karen Alcham

Office of the Lieutenant Governor:

Charles R. Davis
Charles R. Davis
Deputy Secretary
Department of Culture, Recreation and Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 28 day of Nov, 2012.

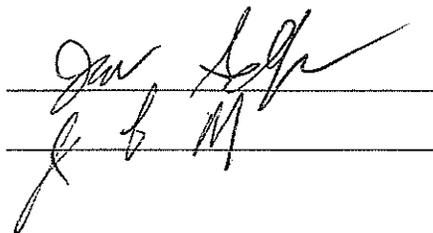
WITNESSES' SIGNATURES:

Stephanie White
John

Janet Pace
Janet Pace
Executive Director
Volunteer Louisiana Commission

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 28 day of November, 2012.

WITNESSES' SIGNATURES:


Two handwritten signatures are written over two horizontal lines. The top line contains two distinct signatures, and the bottom line contains two initials, 'J B' and 'M'.

CONTRACTOR SIGNATURE:

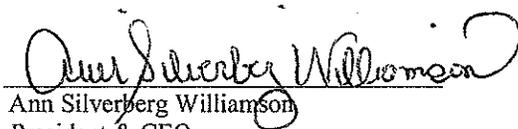

Ann Silverberg Williamson
President & CEO
LANO

EXHIBIT A

Agency Name: Office of the Lieutenant Governor
Volunteer Louisiana Commission

Contractor's Name: Louisiana Association of Nonprofit Organizations

Contract Monitor: Janet Pace

Purpose: Contractor will provide educational programming through its Community Leaders program and build capacity of nonprofits to use volunteers through its Career Center service.

Goal: This partnership will result in the expansion of the State's outreach for volunteer management education and best practices in running a nonprofit organization (e.g., volunteer board development, fiscal processes).

Detailed Scope of Services:

This program seeks to place skilled leaders on nonprofit Boards and in key nonprofit staffing positions, and to support a cross-sector community through a model of sustained partnership and growing network. The program leverages LANO's fast-growing membership to magnify the objectives of Volunteer Louisiana and the LANO Community Leaders program and Career Center service in the following ways:

Support and expand high-quality volunteer training and nonprofit leadership development for the betterment of the sector statewide

Increase the size of LANO's volunteer pool and improve access to that pool by nonprofits and individuals seeking service

Contractor agrees to provide the following services:

Community Leaders program

- Draft and distribute an initial survey to all LANO members and Volunteer Louisiana sub-grantees to establish baseline metrics for community involvement and program participation by Dec. 31, 2012.
- Draft and distribute a survey among the LANO membership to assess user needs and available resources for both the Community Leaders corps and the Career Center users by Dec. 31, 2012
- Provide access to contact information of LANO-trained board volunteers to Volunteer Louisiana-supported nonprofits through a unique Board Member Search Form developed for the Volunteer Louisiana sub-grantee group space within the LANO website by Dec. 31, 2012.
- Provide training to members of the Volunteer Louisiana grantee community in the use of Board Member Search Form, network platform and exclusive Volunteer Louisiana group space resources by Dec. 31, 2012.

Nonprofit Career Center service

- Develop the Nonprofit Career Center service to serve as a Volunteer Louisiana-branded volunteer recruitment tool, adding new volunteer position categories and expanding use of the system to the general public (beyond the LANO membership) who wish to advertise volunteer positions by Dec. 31, 2012.
- Adapt all LANO member profiles to include Volunteer Service availability as a searchable field within each member profile by Dec. 31, 2012.

- Deliver Volunteer Louisiana-branded network communications, encouraging LANO members to note volunteer service availability on their member profiles and in submitted member resumes
- Provide means of direct electronic access for Volunteer Louisiana and its subgrantees to LANO members who self-select as potential volunteers by Dec. 31, 2012.
- Monthly emails template drafted to promote links to current jobs, new resumes posted, organization volunteer needs and an individual's volunteer skills which will be distributed to entire LANO membership, Commission sub-grantees and posted on social media available to all nonprofits throughout the state by Dec. 31, 2012.
- Regional in-person quarterly networking events scheduled, promoted through LANO's electronic network communications and hosted by Volunteer Louisiana for its subgrantees and the larger LANO membership
- Satisfaction survey template drafted so that it can be distributed to LANO members and Commission sub-grantees at pre-determined intervals such as annually by Dec. 31, 2012.

Performance measures:

The Contractor's performance will be measured by:

- (1) Growth to over 300 leaders added to the Community Leaders group
- (2) Community Leaders will use the membership network to reach out independently to nonprofits in their regions or whose missions meet their areas of expertise. These connections will be charted to illustrate the expanding network of Board leadership capacity that is a direct result of the Community Leaders program
- (3) At least 70 percent of nonprofit organizations surveyed at the end of the grant year will report that Community Leaders on their Boards have a clear understanding of their roles, demonstrate a high level of engagement and financial contributors
- (4) Career Center position postings (currently eight per month on average, for a total of 161 nonprofit sector jobs posted) will increase in total number by 25 percent over previous year and in average number per month by at least 10 percent. A steady growth of job postings is also expected to raise Career Center visitors (currently at an average of 1,000 per month), position views (currently over 100 per job posting) and subscribers to various job categories (currently near 800 total subscriptions); these metrics will be reassessed at year's end.
- (5) A survey of Career Center users will be drafted and released to establish a qualitative picture of the value of this service to both nonprofit organizations and job seekers.

Monitoring Plan:

1. Janet Pace, Executive Director or her designee of the Volunteer Louisiana Commission, will serve as the Contract Monitor
2. Ms. Pace and/or her designee will participate in direction and planning of the evaluation plan.
3. Contract Monitor will report any deficiencies in performance on a OLG/DCRT contract performance evaluation form and submit evaluation form to OMF within 45 days of termination date.

Utility of Final Product:

Participation in these unique, statewide LANO initiatives will benefit not only Volunteer Louisiana's AmeriCorps sub-grantees and Volunteer Generation Fund sub-grantees, but also the larger nonprofit and faith-based groups with which LANO works. Volunteer Louisiana's investment will magnify the community benefits of preparing professionals for nonprofit board leadership and will enhance the ability of nonprofits to seek and find able volunteers for positions other than board service.

EXHIBIT B

Louisiana Association of Nonprofit Organizations Community Leaders + Nonprofit Career Center Project Budget		
	Total Project Cost	Amount to be paid by Volunteer Louisiana
Consulting Services includes all services, expenses, supplies, travel, third party expenses, and other associated costs (must be incurred by or before December 31, 2012)	\$20,000	\$20,000
Maintenance and hosting for Career Center platform	\$45,000	
Meeting space rental for quarterly networking events	\$24,000	
Events and meeting supplies for volunteer engagement/partnership development	\$22,000	
Ongoing support services/additional training to Community Leaders graduates	\$15,000	
Total	\$126,000	\$20,000

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

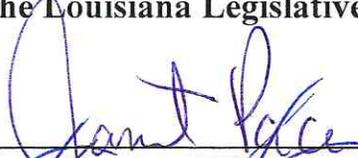
Agency/Program: Voluntee Louisiana/Volunteerism

Recipient: Louisiana Association of Nonprofit Organizations (LANO)

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



 Appointing Authority

1-11-13 (JP)
~~1-13-13~~

 Date
 1/19/2013

 Date

RECEIVED
 JAN 22 2013
 OFFICE OF THE ATTORNEY GENERAL

