

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
NORTHSHORE COMMUNITY FOUNDATION, INC.
(Family Promise Executive Director Funding)**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 3-01 and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as "Parish"); and

NORTHSHORE COMMUNITY FOUNDATION, INC., a non-profit corporation of the State of Louisiana, whose mailing address is 610 Hollycrest Blvd, Covington, Louisiana 70433, represented by and through Susan Bonnett, its President and CEO, duly authorized (hereinafter referred to as "NCF").

WHEREAS, the mission of NCF is to coordinate non-profit resources to enhance the quality of life for residents of the north shore; and

WHEREAS, NCF has established a Family Promise ("FP") affiliate in St. Tammany Parish incorporated as "Family Promise of St. Tammany, Inc." as a non-profit corporation (hereinafter "FPST"); and

WHEREAS, the mission of FP is to help homeless and low-income families achieve sustainable independence; and

WHEREAS, NCF desires to create the position of an FPST Executive Director to oversee the provision of case management to children and their families who are experiencing homelessness and to coordinate the program components of FPST; and

WHEREAS, Parish desires to provide funding resources to support the employment of an Executive Director for FPST; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE.** The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is the reduction of homelessness in St. Tammany Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.
2. **OBLIGATIONS OF NCF**

2.1 **Hiring.** NCF shall oversee the hiring of an Executive Director by FPST.

2.2 **Duties.** The Executive Director shall undertake all duties customarily expected of an executive director of a non-profit corporation, more specifically including, but not limited to, the following (collectively, the "Deliverables"):

2.2.1 **Project Management:**

2.2.1.1 Oversee the case management of all guest families. This includes intake interviews of prospective families along with the FPST case manager(s), development of plans towards self-sustainability, monitoring progress of achieving goals (employment, housing, social services, counseling), and advocating on their behalf with other agencies.

2.2.1.2 Coordinate all host congregation scheduling, transportation, van maintenance, day center property maintenance, guest information sharing, regular gatherings of social agencies, communications with supporting and referring agencies, and activities with provider groups.

2.2.1.3 Develop and facilitate all training activities for the host volunteers, office angels, and office staff. This will involve creating job responsibilities for employees/volunteers, hosting week follow-up, outside networking, conflict resolution, communicating with all involved in various components, annual training sessions for program coordinators, and review of responsibilities/accomplishments of staff. Enforce all personnel policies developed by the FPST's board.

2.2.1.4 Convene and plan (along with the FPST's board) a quarterly FPST committee meeting including the agenda and discussion focus/content.

2.2.1.5 Assist FPST's Board with policy recommendations, new board member orientation, strategic planning and development of a long range strategy that is aligned with program's mission and objectives. The Executive Director shall attend board meetings and will provide a monthly report.

This report will identify goals achieved, guests statistics, services provided, and overall progress towards objectives of the board.

2.2.2 Communications/Public Relations:

2.2.2.1 Serve as chief liaison of the program with community partners, general public and the media.

2.2.2.2 Establish working relationships with community organizations, oversee maintenance of program's website and social media sites, and consistently communicate with Family Promise national office.

2.2.2.3 Oversee creation and content of quarterly newsletters and all donor thank you letters.

2.2.3 Fiscal:

2.2.3.1 Assist in development of a program budget, administer operations according to the FPST board-approved budget, and report to the FPST board any potential budget issues.

2.2.3.2 Assist the FPST board Secretary to maintain official records to ensure compliance with funding and regulatory requirements.

2.2.3.3 Follow proper expenditure policies and prepare internal records according to effective audit procedures. This includes maintaining staff, board, office angel (volunteers), and client files according to policies set by the FPST board.

2.2.3.4 Identify grant opportunities and submit grant applications.

2.2.4 Leadership:

2.2.4.1 Develop an extensive volunteer network, strong relationships with the FPST board members, arrange staffing that best meets the needs of the operations and utilize volunteers whenever possible, manage agency resources effectively, and solicit resources when appropriate.

2.2.4.2 Provide a professional and caring image in order to enhance the program's public image.

2.2.4.3 Be accountable in all aspects of responsibilities

2.2.4.4 Participate in all aspects of fund development by creating a plan and be the leader in meeting the fundraising goals.

2.2.4.5 Develop a consistent plan of action to engage current donors and attract potential new donors.

2.3 Beneficiary/Statistical Data for Reporting. NCF shall provide reporting on a monthly basis as support documentation for reimbursement. NCF shall provide (a) the number of families served; (b) the efforts undertaken towards fundraising; (c) the efforts undertaken towards recruiting hosting/support congregations; and (d) the efforts undertaken towards promotion and community awareness. This information shall be reported on the Monthly Program Status Report attached as Exhibit "A".

2.4 Reimbursement. On a monthly basis, NCF will provide documentation of all salary and employment benefit monies spent for the Executive Director and request reimbursement from Parish, in the form required by Parish's Department of Finance. NCF shall include documentation regarding the progress made on each of the Deliverables. All requests for reimbursement must be submitted timely to Parish's Department of Health and Human Services, supported by adequate documentation (i.e.: invoices, cancelled checks and/or other supporting documents required by Parish) and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.

2.5 Insurance. NCF shall carry in full force and effect at all times during the term of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts.

2.5.1 The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Commercial General Liability, Professional Liability, Medical Malpractice Liability, Business Automobile Liability, Workers' Compensation/Employers Liability, and an Excess or Umbrella Policy that follows form for all liability coverages. St. Tammany Parish Government reserves the right to review and approve all insurance coverages.

2.5.2 NCF shall have St. Tammany Parish Government named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government. The insurances affected by this agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation

given to the Parish, in writing. NCF shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

2.6 Compliance. NCF shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

2.7 Auditing. It is hereby agreed that the legislative auditor of the State of Louisiana and/or the Office of the Governor, State of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of NCF and/or FPST that are related to this Agreement.

2.7.1 LSA R.S. 25:513(A)(1)(b)(iv) defined a quasi-public agency or body as “Any not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds.”

2.7.2 In accordance with LSA R.S. 24:513(H)(2)(a), NCF and/or FPST “shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.”

2.7.3 Pursuant to LSA R.S. 24:513(J)(1)(c), the financial statements of NCF and/or FPST shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$75,000 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000 or less in funds for the fiscal year.
More than \$75,000 but less than \$200,000	Shall obtain an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of the books and accounts.
\$200,000 or more but less than \$500,000	Shall obtain an annual review of its financial statements to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide. At its discretion, the

	legislative auditor may require an audit of books and accounts.
\$500,000 or more	Shall obtain an annual audit.

Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 USC 7504-7507 and 2 CFR Part 200, Subpart F). Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from federal audit requirements for that year, but records must be available for review or appropriate officials of the Federal agency, State and General Accounting Office.

- 2.7.4 NCF is notified that no funds appropriated under Act 16 of the 2015 Regular Session of the Louisiana Legislature shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State of Louisiana unless the entity executes an agreement or contract and submits to the State 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 State shall submit the budget and any other required information to the legislative auditor for approval at ebudgets@lla.la.gov.

3. OBLIGATIONS OF ST. TAMMANY PARISH

- 3.1 Reimbursement. Parish will fund this project in the maximum amount of fifty thousand and no/100 (\$50,000.00) dollars for the Term. Any unused funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to NCF.
- 3.2 Reimbursement. Costs eligible for reimbursement under this Agreement are limited to the cost of salary and employment benefits of an FPST Executive Director. Additional compensation (bonuses, incentives, etc.) cannot be paid from this funding. Monthly invoices shall have supporting documentation attached evidencing costs, proofs of payment and, along with supporting measure/deliverable reports, shall be submitted to Parish's Department of Health and Human Services and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.
- 3.3 Payment Schedule; Limitations. Notwithstanding anything in this Agreement to the contrary, no drawdown for any calendar month shall exceed one-twelfth (1/12) of the funds to be contributed by Parish for a calendar year. However, in the event that NCF does not obtain contribution for a full one-twelfth (1/12) of funds reimbursable in any calendar month, such amount can be applied forward for reimbursement in a future calendar month.

4. TERMINATION AND BINDING NATURE

- 4.1 The term of this Agreement shall begin on January 1, 2016 and end on December 31, 2016 (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.
- 4.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.
- 4.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 4.4 Should any Party seek to terminate this Agreement for any reason prior to the expiration of the Term, the Party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.
- 4.5 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance 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.

5. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 5.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 5.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 5.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

5.4 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

5.5 The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.

5.6 No Party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the Parties.

5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

5.8 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.

5.9 NCF agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

6. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

7. **NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

8. NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the NCF:

Susan Bonnett, President and CEO
Northshore Community Foundation, Inc.
610 Hollycrest Blvd
Covington, LA 70433

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

9. AND NOW, INTERVENING HEREIN, is Family Promise of St. Tammany, Inc., a Louisiana non-profit corporation, whose mailing address is 513 Michigan Avenue, Slidell, Louisiana 70458, who declares that in and for the consideration recited herein, FPST does hereby agree and consent to the obligations of the Executive Director herein enumerated in Section 2.2 above and the financial reporting/auditing requirements of Section 2.7 above.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of June 8, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Ann P. David
Lashie Long

ST. TAMMANY PARISH GOVERNMENT

BY: *Patricia P. Brister*
Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of April 21, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Michele Hagne
Carla Collier

NORTHSHORE COMMUNITY
FOUNDATION, INC.

BY: *Susan Bonnett*
Susan Bonnett
President and CEO

INTERVENOR AS TO SECTIONS 2.2 AND 2.7:

FAMILY PROMISE OF ST. TAMMANY, INC.

BY: *William S. Wainwright*
Print Name: *William S. Wainwright*
Its: *Board Chair*

Exhibit "A"

Family Promise: Monthly Program Status Report

For period: _____ Submitted by: _____
2016 Deliverables

Performance Indicators	# Actual	# Graduated	# Calls (Phone Screen)	# Interviewed
Families Served				
GOAL: 33 people				
Fund Development				
Performance Indicators	Grants	Fund Raising	Donations	
Fundraising	Date			
	Action			
	Summary			
Current Dollars Raised:				
GOAL: \$150,000 annually				
Comments:				
Hosting/Support Congregations				
Recruiting	Present #	In Training #	New #	
GOAL:				
Comments:				
Promoted Community Awareness - Activities:				
Awareness	Date		Event	
	:		:	
	Date		Event	
:		:		
Date		Event		
:		:		
Comments:				