

OFFICE OF INSPECTOR GENERAL

JEFFERSON PARISH



LOUISIANA COMMUNITY & FAMILY SERVICES, INC.

2014-0001

FINANCIAL AND COMPLIANCE AUDIT
ISSUED 11/12/2014



JPOIG 2014-0001

AUDIT OF LOUISIANA COMMUNITY AND FAMILY SERVICES, INC. **(LCFS)**

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OFFICE OF INSPECTOR GENERAL
JEFFERSON PARISH

DAVID N. MCCLINTOCK
INSPECTOR GENERAL



TO: The Citizens of Jefferson Parish

FROM: The Jefferson Parish Office of Inspector General

REF: Audit 2014-0001: Louisiana Community and Family Services, Inc. (LCFS)

Please find attached the Jefferson Parish Office of Inspector General's (JPOIG) audit conducted on funds provided to the Louisiana Community and Family Services, Inc. (LCFS) pursuant to several cooperative endeavor agreements (CEAs). The CEA is the common method used by Jefferson Parish (hereinafter "the Parish") to provide funds to non-governmental entities such as LCFS. The funds provided originated from the federal Community Services Block Grant (CSBG) program, general funds of the Jefferson Parish Community Action Program (JeffCAP), and Jefferson Parish Council discretionary funds. All funds were administered by and through JeffCap.

Through the public release of our work product the JPOIG and Jefferson Parish seek to enhance transparency in government and maintain the public's trust in Jefferson Parish governance. Therefore, we are committed to sharing with the public a detailed account of the audit conducted by the JPOIG, our findings and recommendations, and the Parish's response to our findings.

The audit examined records from 01/01/2011-12/31/2013. The objectives of this audit were to (1) assess compliance with terms in the CEAs; (2) assess compliance with terms listed in the CSBG, as well as other state laws and regulations; (3) examine expenses reimbursed for existence and accuracy; (4) evaluate the financial and accounting practices at LCFS; and (5) identify any instances of fraud, waste, or abuse.

The report was provided to the Parish Council and Administration on 09/12/2014. A response was timely received from the Parish Attorney's Office on 10/24/2014.

The report contained 9 specific findings, and made recommendations related thereto. The Parish's response generally accepts 8 of the 9 findings and associated recommendations. No other or additional responses were received. Further, the report identified \$136,739 in questionable and disallowed expenses paid to LCFS by the Parish. The Parish's response did not indicate whether any effort to recover money, where possible, would be considered.

In its response, the Parish emphasizes Parish legislative action intended to resolve issues identified in the audit. The JPOIG audit report considered legislative action when making recommendations. Some remedial action predates the audit period and some overlaps with the audit period. Thus, the JPOIG recognized that the Council has created a legislative foundation for the development and implementation of internal controls.

The Parish's responses emphasizes provisions set out in Ordinance 24136 which reads as follows:

- (7) For the purposes of this Section, reimbursement shall be defined as either:
- (a) payment by the Parish to the non-governmental organization those amounts actually incurred, without increase or mark-up, as contemplated and defined in the Cooperative Endeavor Agreement, *and supported by documentation to the reasonable satisfaction of the Parish; . . . (Emphasis added).*

In its response, the Parish resolves JPOIG findings by relating legislative language to a conclusion that invoices submitted, whether or not such invoices include supporting documentation, are sufficient to justify funding. Invoices without supporting documentation are, for all intents and purposes, an undocumented request for payment. Integrity cannot be achieved and fraud cannot be prevented absent verifiable documentation. In this matter, LCFS submitted invoices unaccompanied by supporting documentation or which did not otherwise contain verifiable information. However, in at least one instance where an invoice was provided, the invoice upon which LCFS sought payment from the Parish was shown to be wholly fabricated.

Implementation of the legislative language relied upon by the Parish in the response must occur at the department level with policy and procedures. In order to provide clear and consistent guidance to the non-governmental organizations, the Parish should develop material which clearly communicates the form and types of documentation which meets the *reasonable satisfaction of the Parish* and do so in a manner that facilitates audit.

Additionally, the Parish response to Finding #9 does not make clear whether the Parish will continue or facilitate a practice of funding non-governmental organizations through CEA's for past activities. The Parish approved \$3,500 in funding via resolution 118297 on 1/25/2012 and an additional \$3,500 in funding via resolution 121074 on 6/12/2013 to LCFS for a summer program held in 2011. Notably, Parish funds, not federal funds, were used to retroactively fund LCFS's 2011 program in 2012 and 2013.

Finally, the JPOIG has made a referral to the Jefferson Parish District Attorney's Office for additional action as is deemed necessary and appropriate pertaining to certain payments made and expenses claimed by LCFS.

Follow-up

The JPOIG will conduct a follow-up review of the processes used for reimbursement in CEAs of this nature and the Parish's action plan after 12 months to assess:

- Supporting documentation related to the distribution of Parish funds for evidence that the amounts actually incurred. This follow-up will include an assessment of the Parish's system to monitor and track proof of payment, including documentation for evidence of whether payments from grantees to third-party vendors were made by check and/or cash.
- CEAs and other contracts for specific and enforceable terms related to compliance with federal grant requirements. This follow-up will include an assessment of monitoring activities, plans, and outcomes listed in CEA.
- The Parish's uniform monitoring system for consistency in Parish-wide monitoring of programs. This follow-up will focus on (1) policies and procedures within departments

related to ensuring compliance with grant requirements for all federally funded programs and services and JPCO §2-925.1 and (2) an assessment of the efficiency and effectiveness of the Parish's implementation of its checklist system related to the compliance and enforcement of the JPCO 2-925.1, Cooperative Endeavor Agreements with Non-Governmental Organizations.

- The presence and sufficiency of written progress reports from sub-recipients and contractors, and certifications by contractors/vendors with invoices and supporting documentation of actual costs. This follow-up will include an assessment of available documentation/attestations evidencing communication with grant recipients regarding Parish and state ethics requirements.
- The EIS Department's tracking and tagging system for controls of Parish equipment. This follow-up will focus on the tracking and tagging system for Parish equipment to non-governmental organizations.

Conclusion

The OIG commends Jeff CAP for many of the efforts they have made to increase oversight and accountability and to strengthen the quality of the documentation submitted for reimbursements. However, we believe that complementary policy and procedure should be issued by both Jeff Cap and the Department of Accounting concerning what constitutes documentation meeting the applicable requirements. We must recognize that to reduce fraud, waste and abuse in transactions of this nature requires specific policy and procedure which holds entities receiving public funds accountable.

The OIG appreciates the assistance rendered and effort provided during the course of the audit by Jeff Cap and the Department of Finance. We look forward to continuing our partnership to strengthen policy, procedure, and internal oversight protocols.

EXECUTIVE SUMMARY

The Jefferson Parish Office of Inspector General (JPOIG) completed an audit of public funds paid to Louisiana Community & Family Services (LCFS) by Jefferson Parish (the “Parish”) through Jefferson Parish Community Action Programs (JeffCAP) and Jefferson Council District #3 funds. The relevant time period is 01/01/2011 – 12/31/2013. The Parish entered into three (3) separate cooperative endeavor agreements (CEA’s) with LCFS under which LCFS received federal grant funds and parish funds. The objectives of this audit were to (1) evaluate compliance with terms and conditions of the CEAs; (2) evaluate compliance with the terms and conditions of the federal grant source as well as other state and local laws; (3) review claimed expenses for existence and accuracy; (4) evaluate the financial and accounting practices of LCFS; and (5) identify any instances of fraud, waste, or abuse.

Audit Results

Based upon audit objectives, we reached the following conclusions:

Funding of the LCFS may represent a gratuitous donation of public resources

On 07/05/2012, the Parish executed a CEA with LCFS to retroactively provide funding to LCFS for activities which took place in 07/2011. The CEA was later amended to provide additional funding for activities which took place in 07/2011. The Parish entered into two additional CEAs with LCFS between 2012 and 2013. Funding was provided to LCFS under the CEAs by the Parish without adequate documentation. The absence of documentation impaired the JPOIG’s ability to fairly assess whether services provided by LCFS were equivalent in value to the public funds expended under the CEAs. Payments to LCFS under CEAs may represent a gratuitous donation of public funds in violation of the Louisiana Constitution Article VII, Section 14.¹

Compliance with CEAs was not adequately monitored or enforced

The CEAs required LCFS to (1) hire teachers with a minimum of three years teaching experience; (2) provide pre-test and post-test assessments of the students’ progress demonstrating 85% of students experienced .3 level growth; and (3) furnish narrative reports to the Parish Internal Auditor on the amounts and reasons for all expenditures. The Parish did not ensure compliance with terms of CEAs by (1) obtaining documentation evidencing that teachers hired were experienced; (2) obtaining completed copies of pre-test and post-test assessments from LCFS to corroborate the measurement of growth reported by LCFS; and (3) obtaining an annual narrative report from LCFS detailing expenditures and reasons for expenditures by LCFS. The terms and conditions of CEAs are consistent with mandates of parish ordinance, JPCO §2-925.1, Cooperative endeavor agreements with non-governmental entities.² However, funding was provided to LCFS under CEAs without verifying compliance with terms of agreements.

¹ Louisiana Constitution Article 7, Section 14(A): The funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private.

² JPCO §2-925.1: All payments shall be made based on the submission of the following:

1. Evidence of amounts actually incurred, supported by documentation to the reasonable satisfaction of the parish;
2. Advance service invoices to the reasonable satisfaction of the parish. In the event of payment by the parish of advance service invoices, the non-governmental entity shall provide parish affirmative proof of payment of invoices within seven (7) days of receipt of funds from the parish;
3. A detailed program budget, if the non-governmental entity is providing continuous service of over one (1) year as evidenced by the agreement.

Parish Accounting released funding to LCFS without supporting documentation

The Parish Accounting Department did not maintain proper internal controls for reviewing and approving requests for release of funds under CEAs. LCFS received funding of \$7,000 under CEAs of 07/2012 and 06/2013 for which no receipts or supporting documentation were obtained. LCFS received funding of \$35,558 for an advance service invoice related to salaries of its director, site coordinators, teachers, and youth aides. No supporting documentation by way of timesheets, list(s) of employees, or other documentation was subsequently obtained by the Parish to verify services were performed and compensated. The JPOIG requested supporting documentation for the \$7,000 of expenses and proof of payment for the \$35,558 in salaries from LCFS; however, LCFS was unable to provide documentation. Payments without supporting documentation does not comply with the mandates of parish ordinance, JPCO §2-925.1, Cooperative endeavor agreements with non-governmental entities.³

Parish reimbursed for payments to immediate family members of LCFS officers and/or directors

LCFS sought reimbursement from the Parish under CEAs for payments totaling \$22,337 made by LCFS to immediate family members of LCFS officer(s) and/or director(s).⁴ The Parish paid LCFS for sums requested. Reimbursements for payments to immediate family members may not conform to Community Service Block Grant (CSBG) guidelines and state ethics law.⁵

LCFS may have received payments from Parish for services not provided

LCFS sought reimbursement from the Parish of \$71,097 which LCFS claimed to have paid in cash to LCFS' vendors. However, LCFS was unable to provide documentation supporting \$35,558 in claimed salary expense. LCFS also sought reimbursement from the Parish of cash payments totaling \$20,445 to AA&D Catering, a company operated by immediate family members of the LCFS board. Additionally, LCFS sought reimbursement from the Parish of \$5,369 in travel expenses which LCFS claims to have incurred. LCFS provided the Parish with an invoice to LCFS from a travel company. However, LCFS did not receive transportation services or issue a cash payment totaling \$5,369 to the vendor listed on the invoice. As such, LCFS may have violated federal and state law.⁶

³ JPCO §2-925.1: All payments shall be made based on the submission of the following:

4. Evidence of amounts actually incurred, supported by documentation to the reasonable satisfaction of the parish;
5. Advance service invoices to the reasonable satisfaction of the parish. In the event of payment by the parish of advance service invoices, the non-governmental entity shall provide parish affirmative proof of payment of invoices within seven (7) days of receipt of funds from the parish;
6. A detailed program budget, if the non-governmental entity is providing continuous service of over one (1) year as evidenced by the agreement.

⁴ Section 15, Legal Compliance, of CEAs which specifically required LCFS to comply with the Louisiana Code of Governmental Ethics, La.R.S. 42:1101. La. R.S. 42:1102 (13): Immediate family as the term relates to a public servant means his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse.

⁵ State of Louisiana – Louisiana Workforce Commission – Social Services Contract – Community Service Block Grant CSBG Guidelines: No employee of the sub-grantee, no member of its board, nor any person involved in the review and approval of the contract shall participate in any decisions regarding any activity which would result in monetary gain for that individual, any member of the individual's immediate family as defined at La. R.S. 42:1101, the individual's partners or an organization that employs or is about to employ the individual.

⁶ La. R.S. 14:133 (A): Filing false public records is the filing or depositing for record in any public office or with any public official, or the maintaining as required by law, regulation, or rule, with knowledge of its falsity, of any of the following:

LCFS commingled public funds with private funds

LCFS did not maintain separate accounting of its public and private funds. As such, all funds were audited as public funds⁷. The OIG auditor notes \$136,739 in questionable expenses related to (1) restaurant expenses; (2) Cox bill payments; (3) personal donations; (4) personal uniform and supplies; (5) payments to immediate family members; (6) transfers to other personal and business account; and (7) unsupported cash withdrawals. Additionally, LCFS did not maintain an accounting system, and therefore did not prepare or submit any financial statements to the LLA in accordance with state audit laws.⁸

LCFS used Parish property for activity outside the scope of its duties

LCFS purchased 3 laptops for its summer program, and was later reimbursed by the Parish with CSBG funds. The laptops were to be used for approved CSBG activity. The JPOIG reviewed the data on the laptops and noted the laptops were used outside the scope of LCFS' duties. The laptops were used for activity such as completing personal school work and viewing adult material. As such, LCFS inappropriate use of equipment may have violated grant terms.

Our recommendations focus on the following:

- (1) The Parish incorporating specific requirements into its CEAs regarding deliverables that must be submitted by grant recipients to assist with monitoring compliance;
- (2) the Parish ensuring responsibility of monitoring compliance with agreements have been assigned to the applicable department and/or personnel to ensure accountability;
- (3) the Parish properly reviewing vendor information and obtaining adequate supporting documentation for all reimbursed expenses in accordance with the JPCO §2-925.1;
- (4) the Parish prohibiting cash payments for salaries and any expenses that would result in an inadequate audit trail;
- (5) the Parish requiring non-profits receiving public funds to maintain an accounting system and present financial statements on an annual basis;
- (6) the Parish developing policies and procedures for the procurement and usage of Parish equipment by non-Parish entities; and
- (7) the Parish seeking recovery of disallowed and questionable costs after such time as any prosecutorial review has been completed.

Items are discussed further in the Findings and Recommendations section of this report.

-
1. Any forged document;
 2. Any wrongfully altered document;
 3. Any document containing a false statement or false representation of a material fact.

⁷ La. R.S. 24:513(J)(1)(d): If the state or local assistance received and/or expended by a quasi-public agency or body is commingled with other funds of the quasi-public agency or body then such state or local assistance and other funds of the quasi-public agency or body shall be audited pursuant to subparagraph (1)(C) of this subsection. *See* Section 15, Legal Compliance, of CEA.

⁸ La. R.S. 24:513(J)(1)(c)(ii): any local auditee that receives more than fifty thousand dollars in revenues and other sources in any one fiscal year, but less than two hundred thousand dollars, shall cause to be conducted an annual compilation of its financial statements. *See* Section 15, Legal Compliance, of CEA.



OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH

DAVID N. MCCLINTOCK
INSPECTOR GENERAL



Date of Report: 11/12/2014	<u>Public Audit</u>	Case #2014-0001
Period of Review: 2011, 2012, 2013	Report By: Tamyra Johnson, Auditor	Status of Audit: Final
<u>Subject of Audit</u> <ul style="list-style-type: none">• Louisiana Community & Family Services• Parish Grant Administration Process		

OBJECTIVES, SCOPE, AND METHODOLOGY

Objectives

Pursuant to JPCO §2-155.10(11) (a), the Office of Inspector General (hereinafter “OIG”) conducted an audit of payments made to Louisiana Community & Family Services (hereinafter “LCFS”) pursuant to cooperative endeavor agreements (hereinafter “CEAs”) entered into with Jefferson Parish (hereinafter “the Parish”). The objectives of this audit were to (1) evaluate compliance with terms and conditions of CEAs; (2) evaluate compliance with terms and conditions of federal grant source as well as other state and local laws; (3) review claimed expenses for existence and accuracy; (4) evaluate the financial and accounting practices of LCFS; and (5) identify any instances of fraud, waste, or abuse.

Scope and Methodology

To accomplish our objectives, we performed the following procedures:

- Reviewed relevant resolutions and CEAs associated with LCFS
- Reviewed supporting documentation for funding provided to LCFS to evaluate the existence and accuracy of transactions
- Reviewed the LCFS bank statements from 01/01/2011 – 12/31/2013 to determine the source and use of funds
- Interviewed vendors and teachers to evaluate the verify validity of receipts and invoices
- Assessed relationships between governing board and vendors for presence of conflicts of interest
- Reviewed State of Louisiana – Louisiana Workforce Commission – Social Services Contract – Community Service Block Grant CSBG Guidelines
- Reviewed relevant state and local laws

Source documents analyzed include, but not limited to, the following:

- General Ledger
- CEAs
- Resolutions

- State of Louisiana – Louisiana Workforce Commission – Social Services Contract – Community Service Block Grant CSBG Guidelines
- Bank Statements
- Vendor Invoices
- Timesheets
- Relevant Correspondence (memos, emails, etc.)

Computer-processed data was provided and relied upon for the period of the audit. A formal reliability assessment of the computer-processed data was not performed; however, the OIG Auditor determined documents reviewed were reasonable by testing various assertions.

Standards

The OIG conducted its investigation in accordance with the Principles and Standards for the Office of Inspector General (the Green Book), the Generally Accepted Governmental Auditing Standards (the Yellow Book), and the Institute of Internal Auditor’s Principles and Standards (the Red Book). These standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Acronyms

The following acronyms are used in this document.

AG	Attorney General	JPCO	Jefferson Parish Code of Ordinances
CEA	Cooperative Endeavor Agreement	LCFS	Louisiana Community & Family Services
CSBG	Community Service Block Grant	LLA	Louisiana Legislative Auditor
JeffCAP	Jefferson Community Action Program	LWC	Louisiana Workforce Commission
JP	Jefferson Parish (the Parish)	OIG	Office of Inspector General

BACKGROUND

The Jefferson Parish Community Action Program (hereinafter “JeffCAP”), through the Parish, entered into three (3) Cooperative Endeavor Agreements (hereinafter “CEAs”) with Louisiana Community & Family Services (hereinafter “LCFS”). JeffCAP is a department within Jefferson Parish government which is funded by parish funds as well state and federal grant programs.¹ LCFS is a non-profit corporation which was created under state law in January 2011.² Under the terms of the CEAs, LCFS was to provide summer academic enrichment programs to young men and women at Jefferson Parish community centers. LCFS activities were funded under the

¹ JPCO 2-421 provides the “department of Jefferson Community Action Programs (Jeffcap) and the position of director of Jefferson Community Actions Programs are hereby created, which department and position shall have direct administrative supervision over Jefferson Community Actions Programs functions of the parish. JeffCap’s mission is to empower as many families of Jefferson Parish, including elderly, disabled, economically disadvantaged and youth through various programs. [Jefferson Parish - JeffCAP Departmental Page](#).

² [La Secretary of State Corporations Database - La Community Family Services 08/2014](#). Last report filed 01/07/2013. Status: Not in Good Standing for failure to file Annual Report.

CEAs by parish funds as well as federal grant money administered by the State of Louisiana through the Louisiana Workforce Commission.

The Parish can enter into CEAs with non-profit entities and provide funding to those entities to serve a public purpose. The Louisiana Constitution Article 7, Section 14 generally prohibits the donation of public funds to or for any person, association, or corporation, public or private. However, the state and its political subdivisions may engage in cooperative endeavors with each other and with any public or private associations for a public purpose.³ The Louisiana Attorney General (hereinafter “AG”) has provided guidance regarding cooperative endeavor agreements in the form of a three prong test. The public entity executing a CEA under which public funds will be expended must have legal authority to make the expenditure and must be able to show the following:

1. A public purpose for the expenditure or transfer that comports with the governmental purpose for which the public entity has legal authority to pursue;
2. That the expenditure or transfer, taken as a whole, does not appear to be gratuitous; and
3. That the public entity has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of public funds.⁴

In 2010, the Parish was audited by the Louisiana Legislative Auditor (hereinafter “LLA”) which audit included an examination of a specific CEA.⁵ At that time, the LLA examined whether funds were spent in accordance with the terms of the CEA at issue and whether it was expended for a designated public purpose. Based upon findings, the LLA made recommendations, as it relates to CEAs generally, that the Parish (1) provide funding on a reimbursement basis upon receipt of supporting documentation; (2) identify specific deliverables to be provided under CEA; (3) require proof of insurance or document exceptions before providing funding; (4) and ensure all narratives are submitted for review. The Parish responded to the audit. In its response, the Parish agreed to (1) adopt a “Standard Cooperative Endeavor Agreement” format which requires that specific deliverables be identified, program goals be outline, an itemized budget be included; (2) ensure all required narratives are submitted for review; and (3) implement other accountability measures. Subsequently, the Parish adopted JPCO 2-925.1, Cooperative Endeavor Agreements with Non Governmental Organizations, which incorporated a uniform cooperative endeavor agreement format. The scope and objective of this audit includes an evaluation of the parish’s compliance with JPCO 2-925.1 as it relates to LCFS.

Jefferson Parish, through JeffCAP, is a subgrantee of federal funding available through Community Services Block Grant funds (CSBG). Federal funding is made available to Jefferson Parish through the State of Louisiana through the Louisiana Workforce Commission, Office of Workforce Development (hereinafter “LWC”). The scope and objective of this audit considers

³ Louisiana Constitution, Article 7, and Section 14 (C): Cooperative Endeavors. For a public purpose, the state and its political subdivisions or political corporations 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.

⁴ La.A.G. 09-0018.

⁵ La. Legislative Auditor, Jefferson Parish Compliance Audit, 10/06/2010. The compliance audit was performed at the request of Jefferson Parish.

compliance with terms and conditions of contract between JeffCAP, as “Subgrantee”, and LWC, as “Grantor,” as it relates to funding provided to LCFS.

TIMELINE

The following chronology of activities, contracts, submissions, and approvals significant to this audit are set forth to further facilitate ease of understanding of audit findings and recommendations:

- 07/25/2011 Beginning of LCFS 2011 Summer Enrichment Program at Marrero Community Center.
- 08/05/2011 Ending of LCFS 2011 Summer Enrichment Program at Marrero Community Center.
- 08/18/2011 LCFS submitted an ACT Prep, Healthy Hair/Healthy Lifestyle, and Summer Enrichment Program proposal to Mr. Jackson, Director - JeffCAP.
- 09/29/2011 JeffCAP sent a request to LCFS to fill out a vendor form enabling the organization to be listed as a vendor in the Parish’s system. LCFS completed the form and returned it to the Parish.
- 10/03/2011 LCFS submitted a 2011 summer enrichment program proposal to Mr. Jackson, Director - JeffCAP.
- 01/25/2012 The Parish council approved a Resolution 118297 to fund LCFS \$3,500 for its 2011 summer enrichment program.
- 01/25/2012 Mr. Kelly stated the following to the JeffCAP Director Jackson via email:
“Thank you for your assistance in ensuring we receive a partial reimbursement for the youth services we provided during the of summer 2011. However, I spoke with Councilman Spears and he informed me of his ability to fund the remaining balance. In order for us to receive the remaining balance the request must be made through you. We are hoping this can expedited in a timely manner. Please contact me at your earliest convenience. Thanks again for your time and effort.”
- 02/13/2012 JeffCAP Director Jackson received a copy of the approved resolution and was working to get LCFS payment through a direct expenditure.
- 02/20/2012 \$3,500 payment for LCFS’ 2011 summer enrichment program distributed to LCFS from Council District #3 discretionary funds.
- 04/10/2012 Mr. Kelly, representing LCFS, stated the following to Jedidiah Jackson via email:
“I recently spoke with Mr. Casey Jumper about the remaining portion of the summer camp payment. He stated he is waiting for you to put in the request (the process used for our initial partial payment). We are hoping this can be expedited in a timely manner. Please contact me at your earliest convenience. Thanks for your time and effort.”

05/07/2012 LCFS requested the status of the reimbursement for the summer enrichment program for 2011. The organization also requested updated information on the proposed summer enrichment program for 2012.

05/16/2012 LCFS requested an update on whether the 2012 summer enrichment program was approved.

06/08/2012 Approximate date affidavits and CEA package for 2012 was completed.

06/13/2012 Resolution 119107 to fund LCFS up to \$72,510 using CSBG funds was approved by the Council.

06/14/2012 LCFS submitted a budget to JeffCAP for its 2012 summer enrichment program.

06/18/2012 Beginning of LCFS 2012 Summer Enrichment Program

06/19/2012 Ms. Chermaine Kelly, representative of LCFS, stated the following to Jedidiah Jackson via email:
 “Have you had the opportunity to get the information needed for us to submit invoices? If so, please forward the information so we can give our employees an accurate date on when they will receive a payment. Unfortunately, we are exhausting our funds. We appreciate your assistance.”

06/21/2012 JeffCAP received approval from CSBG representatives in Baton Rouge regarding language in CEA for 2012 summer enrichment program.

07/03/2012 Ms. Chermaine Kelly, representative of LCFS, stated to Kiesler Lee of JeffCAP via email:
 “I recently submitted three invoices on behave of my organization, LA Community and Family Services. Please provide me with an update on payment, especially the invoice pertaining to the salaries. Thank you in advance.”

07/05/2012 CEA entered into with LCFS for funding of \$3500 for 2011 enrichment program (Parish Contract 55-00012772).

07/10/2012 Ms. Chermaine Kelly, representing LCFS, asked Jedidiah Jackson the following via email:
 “I'm really sorry for bothering you....Please update me on our status in C track....my staff is inquiring about their pay.....I would like to be able to give them a projected pay day....thanks so much!!!!”

07/12/2012 CEA entered into with LCFS for funding through CSBG of \$72,510 for 2012 enrichment program (Parish Contract 55-00012778).

07/12/2012 Ms. Chermaine Kelly submitted new invoices to JeffCAP Director Jackson of JeffCAP.

07/18/2012 \$61,372 disbursement to LCFS for its 2012 summer enrichment program.

08/03/2012 Ending of LCFS 2012 Summer Enrichment Program

08/06/2012 \$4,825 disbursement to LCFS for its 2012 summer enrichment program.

08/15/2012 \$4,986 disbursement to LCFS for its 2012 summer enrichment program.

09/05/2012 LCFS submits 2013 summer enrichment program proposal/budget to JeffCAP.

10/23/2012 LCFS requested the following from JeffCAP Director Jackson via email:
 “We are aware that you have been extremely busy; however, we are waiting on an update on the current status of the remaining partial payment from Summer 2011 in the amount of \$3500. It has been over a year and we are hoping to resolve this issue. The last time we spoke with Casey, we were informed he was waiting on you to complete your part. Please respond either via email and/or by phone. Thank you in advance.”

01/07/2013 Ms. Cheremaine Kelly requested the following information from JeffCAP Director Jackson and Mr. Jumper, Council Aide to Councilman Spears via email:
 “As of today, we have not heard anything since October 2012 in reference to the remaining \$3500 due for the summer enrichment services we provided in 2011. Please contact Mr. Kelly in reference to this matter. Mr. Kelly spoke with Casey on Monday, and he was unaware the issue had not been resolve. Please update me at your earliest convenience. Thank you for your time and assistance.”

06/12/2013 Resolution 121074 to fund LCFS up to \$128,161 using CSBG funds and additional parish funding of \$3,500 was approved by the Council.

06/19/2013 Beginning of LCFS 2013 Summer Enrichment Program

06/24/2013 CEA entered into with LCFS for funding of \$128,161 using CSBG funds and additional parish funding of \$3,500 (Parish Contract 55-00013573).

07/26/2013 \$3,500 disbursement to LCFS for its 2011 summer enrichment program.

07/30/2013 LCFS’ 2013 summer enrichment program budget of \$51,120 was approved by Louisiana CSBG representatives.

08/06/2013 Ending of LCFS 2013 Summer Enrichment Program

09/09/2013 Jefferson Parish distributed \$43,059 to LCFS for its 2013 summer enrichment program.

01/16/2014 Office of Inspector General initiates Audit.

DATA REVIEW & ANALYSIS

Cooperative Endeavor Agreements

The Parish entered into three CEA's with LCFS to provide summer enrichment programs at JeffCAP's Marrero, Hazel Hurst, and Gretna community centers. The LCFS summer enrichment programs were held under the auspices of JeffCAP.⁶ The dates and location of the programs are set forth below by parish contract number. The Council resolutions by which the CEA's were authorized is also identified. See Table #1.

Table 1: Dates and Locations of the Summer Enrichment Program				
Contract	Resolution	Resolution Date	Program Term	Community Centers
55-00012772	118297	1/25/2012	7/25/2011 - 8/5/2011	Marrero
55-00012778	119107	6/13/2012	6/18/2012 - 8/3/2012	Marrero and Hazel Hurst
55-00013573	121074	6/12/2013	6/19/2013 - 8/6/2013	Marrero, Gretna, and Hazel Hurst

The Parish agreed to fund LCFS up to \$207,671 for its summer enrichment programs under the CEAs. To date, LCFS has received \$121,243 in funding. See Table #2.

Table 2: Summary of Payments by Parish				
Contract	Resolution	Contract Term	Contract Amount	Payments
55-00012772	118297	7/24/2011 - 7/12/2013	\$3,500	\$3,500
55-00012778	119107	7/9/2012 - 6/18/2013	\$72,510	\$71,184
55-00013573	121074	6/24/2013 - 6/19/2014	\$131,661	\$46,559
Totals:			\$207,671	\$121,243

The 2011 summer program was funded in 2012 and 2013 with Council District #3 discretionary funds and JeffCAP general funds.⁷ The 2012 and 2013 summer programs were funded with CSBG funds through JeffCAP. See Table #3.

Table 3: Breakdown of LCFS' Funding Source by Contract Number					
Contract	Resolution	Program Year	Funding Source	Contract Amount	Payments
55-00012772	118297	2011	Council District #3	\$3,500	\$3,500
55-00012778	119107	2012	Jeff CAP's CSBG	\$72,510	\$71,184
55-00013573	121074	2013	Jeff CAP's CSBG	\$128,161	\$43,059
55-00013573	121074	2011	Jeff CAP's General Fund	\$3,500	\$3,500
Totals:				\$207,671	\$121,243

⁶ Resolution No. 118297 01/25/2011; Resolution No. 119107 06/13/2012 and Resolution No. 121074 06/12/2013.

⁷ Discretionary funds are proceeds derived from gaming revenue. The proceeds are divided among council districts based on each district's population. Council members have the discretion to determine the use of the funds.

Each CEA included specific terms related to services, deliverables, payment and compliance. Each CEA provides, in pertinent part, that LCFS offer a Math and English/Language Arts Intervention Program to students in 5th-10th grade. The “Service” terms specified that LCFS hire 2-6 instructors with a minimum of three years teaching experience. The CEAs further specified under “Deliverables” that “students will be given the resources to move from one grade to another.” Students will reinforce “skills learned during the school year in anticipation of the new school year.” In consideration for these services, LCFS would receive funding on a “reimbursement basis according” to JPCO 2-295.1. In connection therewith, LCFS was required to “furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under” the agreements and “reasons for all expenditures of funds.” Under each agreement, the Parish was entitled to “audit the books, documents, papers and records” of LCFS and any subcontractors. LCFS was obligated to “maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected” for a period of three years from date of final payment under the CEA.⁸

Contract 55-00012772 – 2011 Summer Enrichment Program

LCFS conducted a two week Math and English/Language Arts Intervention Program for thirty (30) middle and high school students beginning 07/25/2011 and ending 08/05/2011 from 8:30AM to 3:30PM at the Marrero Community Center. Afterwards on 10/03/2011, LCFS submitted a proposal to JeffCAP for funding for the 2011 program. On 01/25/2012, the Parish passed a resolution to reimburse LCFS \$3,500 for its 2011 summer enrichment program.⁹

LCFS submitted a payment request to JeffCAP to obtain a \$3,500 reimbursement for its 2011 summer program. Although the request was not accompanied by supporting documentation, JeffCAP requested the payment from the Accounting Department. Accounting issued the payment based upon the invoice and the supporting resolution. As such, Accounting approved the \$3,500 payment request without obtaining receipts evidencing the expenses. LCFS was unable to provide receipts to support the \$3,500 in expenses. Additionally, LCFS did not have an accounting system to maintain its books, records, and supporting documentation during its 2011 summer enrichment program.

Funding was provided by Council District #3, Councilman Mark Spears, before the CEA was executed. The CEA authorized by the resolution was executed by the Parish and LCFS 07/05/2012.¹⁰

Contract 55-00012778 – 2012 Summer Enrichment Program

A second CEA was drafted for LCFS’ 2012 summer enrichment program with anticipated funding to be provided by CSBG funds. JeffCAP sought requisite approval from LWC regarding terms of the CEA with LCFS. On 06/13/2012, the Parish passed a resolution to reimburse LCFS

⁸ See Sections 1, Services; Section 2, Deliverables; Section 3, Payment; Section 11, Reports; Section 12, Cost and Collection Records under Parish Contracts #55-00012772 07/05/2011; #55-0012778 07/09/2012; and #55-00013573 06/24/2013.

⁹ Parish Council Resolution 118297, 01/25/2012.

¹⁰ Parish Contract 55-00012772.

up to \$72,510 using CSBG funds.¹¹ A CEA authorized by the resolution was executed by the Parish and LCFS on 07/09/2012.¹² On 06/21/2012, JeffCAP received approval from LWC to use CSBG grant funds for LCFS 2012 summer enrichment program.

Under the CEA, the Parish agreed to reimburse LCFS for a seven week Math and English/Language Arts Intervention Program for sixty (60) middle and high school students beginning 06/18/2012 and ending 08/03/2012 from 8:30AM to 3:30PM at the Marrero and Hazel Rhea Hurst Community Centers.

LCFS was to hire four instructors who each have a minimum of three years teaching experience, four teacher assistants, and community volunteers. Additionally, the agreement required LCFS to provide both pre-test and post-test assessments of students' progress to demonstrate and document academic growth. The agreement required 85% of the participants to demonstrate academic grade level growth by .3 in Mathematics and English/Language Arts, measured by the pre-test and post-test assessments.

LCFS submitted invoices for reimbursement totaling \$71,184 for its 2012 summer enrichment program. LCFS submitted two invoices for salary expenses to JeffCAP for reimbursement. The invoices were submitted in advance of the services listed on the invoice. JeffCAP forwarded the invoices to Accounting to approve the payment. JeffCAP did not obtain any timesheets or other documentation to verify 2012 salary expenses. Additionally, salary expenses were not made on a reimbursement basis. Table 4 contains the description of the reimbursed expenses, the method of payment LCFS made to its vendors, and the payment amount transferred from the Parish to LCFS. LCFS did not have an accounting system to maintain its books, records, and supporting documentation for its 2012 summer enrichment program.

Table 4: 2012 Summer Enrichment Program Reimbursements			
Invoice Description	Payment Type	Amount*	
Salaries of director, site coordinator, teachers, and youth aides	Cash	\$22,254	
Meals provided by AA&D Catering – 60 students, \$11.75/student for 29 days	Cash	\$20,445	
Salaries of director, site coordinator, teachers, and youth aides	Cash	\$13,304	
Transportation to/from field trips (Stennis, UNO, Xavier, WW2 Museum)	Cash	\$5,369	
Purchase of 3 laptops, wireless keyboard, copier/printer	Cash	\$4,508	
Field trip expenses	Cash/Card	\$4,196	
Academic supplies such as pencil, pens, notepads, etc.	Cash	\$697	
Academic supplies such as pencil, pens, notepads, etc.	Cash	\$317	
Academic supplies such as pencil, pens, notepads, etc.	Card	\$94	
Totals:		\$71,184	

**All payments, with the exception of salary expenses, were made to LCFS on a reimbursement basis. Additionally, LCFS issued its 2012 salary payments in cash. As such, LCFS stated no proof of payment to employees was available. LCFS stated it issued 1099s to employees; however, the OIG was unable to obtain copies of 1099s, and therefore unable to verify the reported 2012 salary expenses.*

¹¹ Parish Council Resolution 119107.

¹² Parish Contract 55-00012778.

Contract 55-00013573 – 2013 Summer Enrichment Program

A third CEA was drafted for LCFS' 2013 summer enrichment program with anticipated funding to be provided by CSBG funds. JeffCAP sought requisite approval from state. On 06/12/2013, the Parish passed a resolution to reimburse LCFS up to \$128,161 for its 2013 summer enrichment using CSBG funds.¹³ On 06/18/2013, permission was given by the state to fund LCFS 2013 summer enrichment program with CSBG funds. A CEA authorized by the resolution was executed by the Parish and LCFS 06/24/2013.¹⁴ LCFS' budget was approved by the state on 07/30/2013.

LCFS was to provide a seven week Math and English/Language Arts Intervention Program to ninety (90) middle and high school students beginning 06/09/2013 and ending 08/06/2013, from 8:00AM to 3:00PM at the Marrero, Gretna, and Hazel Rhea Hurst Community Centers. The agreement stated that the LCFS was to hire one program director, three site directors, six instructors who each have a minimum of three years teaching experience, six teacher assistants, and community volunteers. Additionally, the CEA required LCFS to provide pre-test and post-test assessments demonstrating that 85% of the participants experienced academic level growth by .3 in Mathematics and English/Language Arts.

In 2013, LCFS submitted invoices for \$3,500 for its 2011 summer enrichment program and \$43,059 in expenses related to the 2013 summer enrichment program for a total of \$46,559. LCFS did not provide any supporting documentation for the \$3,500 in expenses related to the 2011 program. Table 5 contains the description of the reimbursed expenses, the type of payment LCFS made to its vendors, and the payment amount transferred from the Parish to LCFS. LCFS did not have an accounting system to maintain its books, records, and supporting documentation for the 2013 summer enrichment program.

Table 5: 2013 Summer Enrichment Program Reimbursements			
Description	Payment Type	Amount	
Invoice for salaries of director, site coordinator, teachers, and youth aides	Checks	\$39,436	
Invoice for field trip expenses	Card	\$2,648	
Invoice for transportation expenses	Checks	\$975	
Totals:		\$43,059	

Community Service Block Grant

The CSBG is a federal grant distributed by the U.S. Department of Health & Human Services to states, community action agencies, and other organizations for the purposes of providing funds to alleviate

the causes and conditions of poverty in communities. The State of Louisiana received the CSBG through Health & Human Services, and then distributed a portion of the funds to the JeffCAP.

Table 6: Payments using CSBG Funds				
Contract	Contract Term	Contract Amount	Parish Payments	Source
55-00012778	7/09/2012 - 6/18/2013	\$72,510	\$71,184	CSBG
55-00013573	6/24/2013 - 6/19/2014	\$131,661	\$43,059	CSBG
Totals:		\$204,171	\$114,243	

¹³ Parish Council Resolution 121074. Resolution also authorized funding of \$3500 for 2011 summer enrichment program.

¹⁴ Parish Contract 55-00013573.

The state provided guidance regarding the proper use and distribution of CSBG funds to other agencies. The guidelines focused on areas such as payments, unallowable cost, use of equipment, and conflicts of interest.

Payments and Unallowable Cost

LCFS received \$114,243 in federal pass through funding from a Louisiana CSBG award. See Table 6.

The CSBG stipulated that funds may not be expended for the following activities:

- Any entertainment cost
- Any activity specifically denied by federal or state act or regulation
- Any fines or penalties resulting from violations of any federal, state, or local laws
- Any bank charges resulting from overdrawn accounts
- Any equipment with a unit purchase price of \$1,000 or more before taxes without approval

CSBG Equipment Criteria

Under the CSBG criteria, equipment with a unit price of \$1,000 or more before taxes is permissible for purchase if prior written approval was received from LWC. Further, and pursuant to CSBG guidelines, ownership of equipment purchased with CSBG funds is to remain with JeffCAP until the termination of the contract, JeffCAP ceases to operate, or the equipment is disposed of, whichever occurs first. If the contract is terminated or JeffCAP ceases to operate, the equipment purchased with CSBG funds was to be transferred back to LWC for use in CSBG-approved activities. The guidelines also state that JeffCAP shall maintain all equipment purchased with CSBG funding in good working order and limit its use to approved CSBG activities.

The Parish reimbursed LCFS for certain computer equipment using CSBG funds. Several laptops were purchased by LCFS on 07/24/2012 with records reflecting reimbursement by the Parish on 08/06/2012. The laptops remained in the custody of LCFS during two separate periods. The first from purchase on 07/24/2012 through approximately 05/20/2013 and then again from 07/08/2012 until 02/15/2014. During that time period, the laptops were used for CSBG approved activity, as well as, for non-CSBG activity to include personal school work and adult entertainment.

Conflicts of Interest

The CSBG criteria stated that no employee of the JeffCAP, no member of its board, nor any person involved in the review and approval of the contract shall participate in any decisions regarding any activity which would result in

monetary gain for that individual, any member of the individual's immediate family, the

Table 7: Payments to Immediate Family Members			
Year	Description	Amount	Source
2012	Meals provided to students by AA&D Catering	\$20,445	CSBG
2012	Services as Youth Aide	\$1,892	CSBG
Totals:		\$22,337	

individual's partners or an organization that employs or is about to employ the individual.¹⁵ Additionally, in 2013 LCFS signed an attestation stating that the organization would not hire, employ, subcontract, or otherwise in any way enrich with CSBG funding any person or entity by which there is a blood or familial relation with officers, employees, and board members of the organization. Nevertheless, in 2012, funds totaling \$22,337 were expended to entities or persons that were prohibited. See Table #7.

QUESTIONABLE EXPENSES – Bank Statements

LCFS did not maintain a fiscal system to document its transactions. Additionally, LCFS commingled CSBG funds, state funds, and private funds into a checking account titled Louisiana Community & Family Services. Louisiana law states that when public funds are commingled with other funds, the other funds shall be audited as public funds.¹⁶ Table #8 includes a breakdown of the source of funds in LCFS' bank statements during 01/01/2011 through 12/31/2013. The OIG reviewed the transactions from the period of 01/01/2011 – 12/31/2013.¹⁷ During our review, we noted \$136,739 in questionable expenses.

Table 8: Bank Statement/Credits	
Source	Amount
Jefferson Parish	\$117,743
Louisiana - Child & Family Services	\$37,193
Other Deposit	\$20,104
Totals:	\$175,040

2011 Questionable Expenses - \$5,725

- \$2900 LCFS issued a \$2,900 payment from LCFS bank account to a family member for summer camp meals. LCFS representatives stated that the expense was a loan repayment for money borrowed for summer camp meals.
- \$1000 LCFS bank account was debited \$1,500 to fund transportation and lodging to Destin, Florida. LCFS representatives stated that \$500 was a transportation deposit for community trips offered by LCFS, and \$1,000 was a lodging deposit for a community trip offered by LCFS. The JPOIG reviewed LCFS bank statements and noted a cleared check for \$500 related to transportation. However, we were unable to verify the \$1,000 expense as the payments were made in cash.
- \$450 LCFS issued checks totaling \$450 to Kelly Enterprises, a private company operated by the president and vice-president of LCFS. LCFS representatives stated the checks were reimbursements to Kelly Enterprises for a loan.
- \$283 LCFS bank account was debited \$283 for a T-Mobile payment. LCFS representatives stated the T-Mobile payment was related to business expenses. LCFS was unable to provide supporting documentation for the expense.

¹⁵ LA. R.S. 42:1101

¹⁶ La. R.S. 24:513(J)(1)(d): If the state or local assistance received and/or expended by a quasi-public agency or body is commingled with other funds of the quasi-public agency or body then such state or local assistance and other funds of the quasi-public agency or body shall be audited pursuant to subparagraph (1)(C) of this subsection.

¹⁷ The OIG was unable to obtain bank statements for the periods of March 2012 – June 2012.

2012 Questionable Expenses - \$71,180

- \$61,000 The OIG reviewed LCFS 2012 bank statements and noted a debit to the Vice-President of LCFS totaling \$61,000. Per discussion with LCFS, the cash was used to pay for the 2012 summer enrichment program salaries, meals, and transportation. The OIG was unable to verify the expenditures due to an inadequate paper trail.
- \$4,900 LCFS bank statements included a debit to the President of LCFS totaling \$4,900. Per discussion with LCFS, the debit was a reimbursement for funds used for field trips and academic supplies for the summer enrichment program.
- \$4,750 LCFS bank statements showed a miscellaneous debit totaling \$4,750, in which LCFS representatives stated the debit was a reimbursement for funds used to purchase computer equipment, and various educational supplies for program use.
- \$530 LCFS stated that the remaining \$530 of questionable debits/cash withdrawals were related to field trips, supplies, and other summer enrichment program expenses.

2013 Questionable Expenses - \$59,834

- \$632 LCFS bank account included a debit totaling \$632 to Copelands. LCFS stated the purchase was related to a volunteers and members' dinner meeting.
- \$400 LCFS transferred \$400 in funds from its bank account to a business bank account operated by the President of the Organization. Representatives from LCFS stated the funds transfer was to repay cash borrowed to purchase 2013 summer enrichment supplies.
- \$375 LCFS bank account indicated a debit to Cox Bill Payments totaling \$375.02. LCFS stated the debit was a business expense. LCFS did not provide any documentation supporting the expense.
- \$75 LCFS issued checks totaling \$75 to St. Rosalie for uniforms. LCFS stated the funds used were for personal expenses.

QUESTIONABLE REIMBURSEMENTS

JeffCAP follows Parish accounting procedures when reviewing receipts and invoices for reimbursement. If grant funds are used, Jeff CAP also follows any policies and procedures requested from the granting agency.

Once JeffCAP received the receipts and invoices from LCFS, Charles Gibson, former JeffCAP Assistant Director, and Justin Hoffman, Jeff CAP Accountant, reviewed the invoices for accuracy. Once Mr. Gibson felt they were acceptable, Mr. Hoffman would ensure that the funding was available and sign off on the receipts. The receipts were then submitted to a member of the designated clerk staff who would create a direct expenditure. The direct expenditure is submitted to Jedidiah Jackson, Director of JeffCAP, for his review and approval. Once approved,

the direct expenditure was submitted to Accounting where the direct expenditure and supporting documentation were reviewed for accuracy.

The Accounting Department reviews reimbursement request by determining (1) the correct general ledger account codes have been used, (2) the expenditures do not exceed budget balances for the accounts used, (3) the appropriate supporting documentation is attached, and (4) the request has been approved by the proper departmental personnel. The Accounting Department reimburse the vendor once it is satisfied with the available supporting documentation.

Our review indicated instances in which JeffCAP and the Accounting Department approved reimbursement request without obtaining receipts or proof of payment. As such, the OIG noted the following questionable reimbursements:

Table #9 Questionable Reimbursements				
Date Paid	Program	Expenses Reimbursed	Questionable Reimbursements	Funding Source
02/20/2012	2011	\$3,500	\$3,500	Council District #3
07/18/2012	2012	\$61,372	\$61,372	CSBG
08/06/2012	2012	\$4,825	-	CSBG
08/15/2012	2012	\$4,986	-	CSBG
09/09/2013	2013	\$43,059	-	CSBG
07/26/2013	2011	\$3,500	\$3,500	Jeff CAP General Fund
		\$121,243	\$68,372	

Payments Issued Without Receipts

JeffCAP and the Parish's Accounting Department approved two payments totaling \$7,000 without obtaining receipts as supporting documentation. The OIG requested receipts from LCFS; however, the organization stated it did not have the documentation. As such, the OIG was unable to verify the validity of the \$7,000 reimbursed expenses.

Purpose	Date Paid	Amount Paid
2011 Program	2/20/2012	\$3,500
2011 Program	9/9/2013	\$3,500
Totals:		\$7,000

AA&D Catering - Payments Issued to Immediate Family Members

JeffCAP and the Parish's Accounting Department approved the reimbursement of \$20,445 in meal expenses to AA&D Catering – a Company operated by immediate family members of LCFS.¹⁸ JeffCAP

Purpose	Date Paid	Amount Paid
2012 Meals	7/18/2012	\$20,445
Totals:		\$20,445

and the Parish's Accounting Department did not review the vendor information listed on the invoice. As such, the Parish reimbursed LCFS for a related-party transaction. The OIG discussed the interview with LCFS and AA&D Catering in the *Interview* section of this report.

¹⁸ AA&D Catering is operated by Annette Dixon who is the secretary of LCFS and sister to Calvin Kelly, vice-president of LCFS.

Payments Issued Without Review of Timesheets or Proof of Payment

JeffCAP and the Parish's Accounting Department approved the disbursement of \$35,558 to fund salaries without obtaining supporting documentation such as timesheets or proof of payment. The OIG

Purpose	Date Paid	Amount Paid
2012 Salaries	7/18/2012	\$35,558
Totals:		\$35,558

requested supporting documentation such as timesheets, checks, and 1099s from LCFS. LCFS stated timesheets were unavailable and the organization did not retain copies of the 1099s. Additionally, LCFS stated that checks were unavailable as the \$35,558 in salaries were paid in cash. The OIG requested copies of the 1099s from LCFS staff members; however, we were unable to obtain such documentation. As such, the OIG was unable to verify the existence of \$35,558 in salaries expense.

Lewis Coaches

Jeff CAP and the Parish's Accounting Department approved a \$5,369 reimbursement to LCFS based on an invoice asserting LCFS received transportation services from Lewis Coaches. The OIG discussed the

Purpose	Date Paid	Amount Paid
2012 Transportation	7/18/2012	\$5,369
Totals:		\$5,369

invoice with Lewis Coaches, in which we determined the invoice was fabricated and Lewis Coaches did not provide such services to LCFS. On 06/24/2014, the OIG discussed the invoice with Mrs. Chermaine Kelly, President of LCFS. Mrs. Kelly stated that the invoice was falsely created by a secretary of the organization. Mrs. Kelly stated that she would not provide the name of the individual who created the invoice until she completed an internal investigation.

On 07/03/2014, the OIG followed up via email with Mrs. Kelly requesting information regarding the individual responsible for creating the invoice. Mrs. Kelly responded on that:

"Due to an internal control flaw, the invoice submitted for the 2012 Summer Enrichment field trip transportation was submitted in error. An investigation, within the organization is currently taking place. I take responsibility for signing the invoice without thoroughly reviewing the documents. Transportation was provided for the field trips; however, I was only able to recover the quotes. Please feel free to contact the companies to verify the business the organization conducted with them."

The OIG was only able to verify \$1,234 in transportation expense from one transportation company. We were unable to obtain receipts from the other transportation company as the company is currently out of business.

INTERVIEWS

During the process of this audit interviews were conducted with representatives from Lewis Coaches, LCFS, and AA&D Catering.

FINDINGS, OBSERVATIONS, AND RECOMMENDATIONS

A finding indicates a material or significant weakness in controls or compliance that was not detected or corrected by an entity in the normal course of performing its duties. Findings can be any one or the combination of the following: (1) significant deficiencies in internal controls; (2) fraud and illegal acts; (3) violations of contracts and grant agreements; (4) abuse.

Finding #1 – Reimbursements to LCFS may be considered gratuitously alienated.

Condition: The Parish did not provide financial projections or other similar documentation quantifying the benefit received from expending public funds to LCFS for its summer enrichment program. The lack of documentation impeded the OIG's ability to assess whether services provided were equivalent in value to the expenditure of public funds. Consequently, the OIG was unable to substantiate whether the Parish had a demonstrative, objective, and reasonable expectation of receiving at least equivalent value in exchange for the disbursement of public funds.

Additionally, the Parish issued payments of \$7,000 to LCFS for its 2011 summer program; however, the Parish did not obtain supporting documentation such as receipts, attendance records, or a list of employees as proof of services. As such, these specific payments to LCFS constitute a gratuitously alienation of public funds in violation of state law prohibitions.

Criteria: The Louisiana Constitution, Article VII, Section 14 prohibits the donation of public funds to any person, association, corporation, or private entity. The AG listed elements, known as the three-prong test, to consider when examining whether reimbursements for expenditures are gratuitously alienated. Louisiana's AG has opined¹⁹ that the in order for an expenditure to be permissible under the Louisiana Constitution Article VII Section 14(A), the entity spending the funds must have the legal authority to do so and must be able to show the following:

1. A public purpose for the expenditure or transfer that comports with the governmental purpose for which the public entity has legal authority to pursue.
2. The expenditure or transfer as whole does not appear to be gratuitous.
3. The public entity has a demonstrative, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure of public funds.

Cause: The Parish did not establish the policies and procedures needed to ensure the pertinent CEAs exhibit a demonstrative, objective, and reasonable

¹⁹ Attorney General Opinion 12-0135

expectation of receiving at least equivalent value in exchange for the expenditure of public funds. Additionally, the Parish's accounting department did not require sufficient supporting documentation prior to issuing payment.

Exposure: The Parish has approximately 211 CEAs with nonprofits, municipalities, and other governmental entities totaling approximately \$53.5 million in expenses.²⁰

Recommendations: The OIG recommends that the Parish establish guidelines to ensure CEAs include documentation quantifying the benefit it receives from expending public funds. The documentation should be attached to all CEAs to exhibit that the Parish have a demonstrative, objective, and reasonable expectation of receiving at least equivalent value in exchange of public funds. The Parish should incorporate such documentation in its CEAs to ensure funds are not considered gratuitously alienated. Additionally, we recommend that the Accounting Department only approves reimbursement if appropriate supporting documentation such as receipts are submitted.

²⁰ The number and amount of CEAs was obtained from the JP contract list module on 07/23/2014.

Finding #2 – Terms in the CEA were not adequately monitored or enforced by the Parish.

Condition:	The CEAs included terms needed to assist the Parish in ensuring LCFS met the goals of the summer enrichment program in accordance with state laws and regulations; however, the Parish did not adequately monitor or enforce the terms. The Parish did not obtain any documentation to ensure the teachers hired by LCFS retained the required experience. The Parish obtained pre-test and post-test numeric results that were prepared and submitted by LCFS; however, the Parish did not obtain the completed pre-test and post-test to verify the accuracy of the reported level of growth. Additionally, narrative reports explaining the amounts and reasons for all expenditures was not provided to the Parish's internal auditor.
Criteria:	The Parish is responsible for monitoring and enforcing contract terms. The following terms were listed in the CEAs: (1) hire teachers with a minimum of three years teaching experience; (2) provide pre-test and post-test assessments of the students' progress demonstrating 85% of students experienced .3 level growth; and (3) furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditure of funds.
Cause:	The CEAs did not contain an individual or department responsible for monitoring or enforcing terms in the agreement. Additionally, the CEAs lacked sufficiently detailed guidelines regarding the deliverables needed to ensure LCFS complied with terms of the agreement.
Exposure:	The Parish may not be adequately monitoring or enforcing the terms in its CEAs and/or grants, which may result in reimbursements for disallowed or fraudulent expenses.
Recommendations:	The OIG recommends that the Parish incorporate accountability in its monitoring process by assigning an individual in the associated department to monitor compliance with each CEA. All CEAs should incorporate a plan to monitor compliance by including information such as (1) the monitoring department and individual; (2) a list of detailed deliverables that would assist in ensuring compliance with contract terms; and (3) performance metrics to ensure reasonable implementation of the agreement. The deliverable section of the agreement should include specific documentation request such as, but not limited to, (1) a list of salaried teachers and proof of experience; (2) copies of the students' completed pre-test/post-test assessments; and (3) copies of timesheets.

Finding #3 – LCFS issued improper payments to immediate family members.

Condition:	LCFS issued a \$20,445 cash payment to AA& D Catering, a Company operated by immediate family members. The payments were made to AA&D Catering in exchange for meals provided to students during the 2012 summer enrichment program. LCFS also issued payments totaling \$1,892 to an immediate family member for services provided as a youth aide. The Parish reimbursed LCFS for the meal and salary expenses with CSBG funds. Consequently, the payments may have violated grant terms and state law.
Criteria:	In 2013, LCFS signed an attestation stating that LCFS cannot hire, employ, subcontract, or otherwise in any way enrich (goods or services included) with CSBG funding any person or entity by which there is a blood or familial relation with any member of LCFS. The restriction includes, but is not limited to, blood or familial relations between officers, employees, and board members of LCFS.
Cause:	The Parish did not require LCFS to sign an attestation prohibiting transactions with family members at the beginning of its initial contract. Additionally, the Parish did not include a clause in the CEA disallowing related party transactions. The Parish did not adequately review the transaction by examining vendor information and questioning cash payments.
Exposure:	The Parish may have reimbursed other non-governmental organizations for payments issued to related-parties.
Recommendations:	<p>The OIG recommends that the Parish assign responsibility of monitoring compliance to an individual within each department. The monitor would then be tasked with reviewing vendor information prior to submitting reimbursement request to accounting. Additionally, accounting should disallow reimbursement for cash payments without a reasonable paper trail, and/or over a dollar threshold.</p> <p>The OIG recommends that the Parish better communicate expectations and responsibilities to organizations receiving Parish funds and state and local pass through funds. Viable options may include requiring non-governmental organizations to attend a training session for awardees or prepare an online presentation regarding ethics, financial accountability, and other Parish expectations and attest to their understanding and agreement. Regardless of the vehicle of choice an attestations from those accountable should be received prior to a final award.</p>

Finding #4 – The Parish’s accounting department approved payments of \$42,558 without obtaining receipts or proof of payment.

Condition: The Parish’s accounting department did not maintain proper controls for reviewing and approving invoices and receipts for payment. The lack of compliance with established controls contributed to the following questionable reimbursements:

- The Parish’s accounting department did not obtain receipts prior to approving payments totaling \$7,000. The payments were disbursed through council district #3 discretionary funds.

Purpose	Date Paid	Amount Paid
2011 Program	2/20/2012	\$3,500
2011 Program	9/9/2013	\$3,500
Totals:		\$7,000

- LCFS submitted an advance service invoice to the Parish for the salary expenses related to its 2012 summer program. The Parish’s accounting department did not obtain timesheets or proof of payment from LCFS after the distribution of the \$35,558 in payments. The OIG requested proof of payment for 2012 salaries from LCFS. LCFS stated that proof of payment for 2012 salaries was unavailable as the payments were made in cash. The OIG discussed the cash payments with employees of LCFS but was unable to obtain tax documents validating the cash payments.

Purpose	Program Yr	Amount Paid
Salaries	2012	\$35,558
Total:		\$35,558

The Parish’s accounting department did not obtain receipts or proof of payment for payments to LCFS totaling \$42,558. Consequently, the reimbursements violated the Code of Ordinances for Jefferson, Louisiana §2-925.1.

Criteria: Payments to LCFS are to be made on a reimbursement basis in accordance with the Code of Ordinances for Jefferson Parish, Louisiana §2-925.1. The ordinance states that all payments shall be made based on the submission of the following:

1. Evidence of amounts actually incurred, supported by documentation to the reasonable satisfaction of the parish
2. Advance service invoices to the reasonable satisfaction of the parish. In the event of payment by the parish of advance service invoices, the non-governmental entity recipient shall provide parish affirmative

proof of payment of the invoices within seven days of receipt of funds from the parish

3. A detailed program budget, if the non-governmental entity is providing continuous service of over one year as evidenced by the agreement

Cause: The Accounting Department assigns an accountant to review and approve payment request. The review encompasses (1) ensuring the funds are available in the applicable account; (2) ensuring funds are debited from the proper account; and (3) reviewing available supporting documentation. The Accounting Department approved a \$7,000 payment based upon an invoice submitted by LCFS and a resolution as supporting documentation; however, no actual receipts were obtained. Additionally, the finance department does not have an individual responsible for obtaining proof of payment for invoices paid in advance of services.

Exposure: The Accounting Department may have approved disallowed cost and fraudulent payment request by not obtaining receipts with invoices or proof of payment for advance service invoices.

Recommendations: The OIG recommends that the Accounting Department incorporates a required review of receipts into its review and approval process. The department should only authorize payment after substantiating the propriety of expenses through receipts and other adequate documentation proving the expenses were incurred. Additionally, the Finance Department should ensure proof of payment within 7 days of receipt of funds by assigning responsibility of monitoring proof of payment for advance service invoices to personnel within the department. This individual should maintain a log of payments issued based on advance service invoices to assist in ensuring it receives proof of payment within 7 days of disbursement of funds.²¹

²¹ Code of Ordinance for Jefferson, Louisiana §2-925.1(b)(2)(ii): In the event of payment by the parish of advance service invoices, the non-governmental entity recipient shall provide parish affirmative proof of payment of the invoices within seven (7) days of receipt of funds from the parish.

Finding #5 – Payments of \$61,372 did not have adequate proof of payment as expenses were paid in cash; \$5,369 of the \$61,372 claimed cash payments were related to a fictitious invoice created by LCFS.

Condition: LCFS made the following questionable cash payments during its 2012 summer enrichment program:

Description	Expense Amount
Salaries	\$35,558
Meals provided by AA&D Catering	\$20,445
Transportation for Field Trips	\$5,369
Total:	\$61,372

LCFS did not provide adequate documentation for the reimbursement of salary and meal expenses totaling \$56,003. LCFS could not provide proof of its salary payments through bank statement or checks because payments were made in cash. LCFS did provide a receipt for \$20,445 of expenses paid to AA&D Catering; however, the cash payment was issued to a related party.

LCFS submitted a fictitious invoice related to transportation expense totaling \$5,368.74 for reimbursement. The vendor listed on the invoice stated services were never provided to LCFS, and the signature on the submitted invoice was forged.

Criteria: Cash payments eliminate effective audit trails; therefore, electronic payments represent best practices.

Cause: The Accounting Department approved reimbursement for expenses paid in cash without reviewing/validating submitted receipts or examining another relevant form of audit trail.

Exposure: The Parish may approve fraudulent reimbursement request by not requiring electronic payments to ensure an adequate audit trail is created for all expenses.

Recommendations: The OIG recommends that the Parish require the use of electronic payments for expenses over a dollar threshold for all grantees unless there has been prior justification and approval.

Finding #6 – LCFS commingled its public and private funds. Consequently, the JPOIG noted \$136,739 in questionable expenses.

Condition: LCFS maintained a checking account where its source funds included CSBG funds, Jefferson Parish funds, State funds, and personal funds. Louisiana law states that when public funds are commingled with other funds, the other funds shall be audited as public funds. The review of LCFS' bank statements from 01/01/2011– 12/31/2013 indicated \$136,739 in questionable expenses as set forth above.²²

LCFS did not have a formal accounting process, written policies, or procedures for its operations. LCFS did not prepare or submit a financial statement nor a certification filed with the Louisiana Legislative Auditors in accordance with La. R.S. 24:513. Additionally, LCFS did not establish any meaningful internal controls. Consequently, LCFS' action were inconsistent with state audit law and the CSBG contract requirements.

Criteria: Louisiana law states that when public funds are commingled with other funds, the other funds shall be audited as public funds. The CSBG states that funds may not be expended for the following activities:

- Any entertainment cost
- Any activity specifically denied by federal or state act or regulation
- Any fines or penalties resulting from violations of any federal, state, or local laws
- Any bank charges resulting from overdrawn accounts
- Any equipment with a unit purchase price of \$1,000 or more before taxes without approval
- Any activity which would result in monetary gain for a board member, any member of the individual's immediate family as defined at LA. R.S. 42:1101, the individual's partners or an organization that employs or is about to employ the individual.

Cause: LCFS commingled public and private funds, and expended funds in its account for personal purposes.

Exposure: Other grant recipients may have commingled public and private funds, which may result in a larger volume of questionable expenses with non-governmental entities.

Recommendations: The OIG recommends that the Parish requires its grant recipients to maintain separate bank accounts. Additionally, the Parish should require the entities to sign an attestation prohibiting the commingling of public and private funds.

²² Questionable expenses from the bank statements are discussed further in the *Questionable Expenses – Bank Statements* section of this report.

Finding #7 – LCFS inappropriately used Parish equipment.

Condition: LCFS purchased 3 laptops from Best Buy and requested reimbursement for the expenses. The laptops were purchased by LCFS on 07/24/2012. The Parish reimbursed LCFS for the expenses on 08/06/2012. The laptops were in custody of LCFS from 07/24/2012 until approximately 05/20/2013, and 07/08/2012 until 02/15/2014. The table below lists the description and price of each laptop.

Description	Amount
Mac Book Pro	\$2,090
Mac Book Air	\$1,140
Sony VAIO	\$600
Total:	\$3,830

Jefferson Parish reimbursed LCFS for the laptops. The laptops were returned to the Parish at the end of the summer enrichment program; however, the purchased items are substantially different than those used by the Parish and are currently held in JeffCAP without any indication of future use. As such, the OIG noted a need to ensure all computer equipment purchased by non-parish entities be approved by the Parish and in order to maximize the Parish's ability further utilize the property in accordance with the guidelines of the specific funding source.

The OIG reviewed the laptops and noted the laptops were used outside of the scope of approved CSBG activity. As such, LCFS inappropriate use of equipment was not consistent with CSBG terms.

Criteria: CSBG terms states that the Parish shall maintain all equipment purchased with CSBG funding in good working order and limit its use to approved CSBG activities.²³ The ownership of equipment purchased with CSBG funds were to remain with the Parish until the termination of the contract. When the contract is terminated, equipment purchased with CSBG funds were to be returned to LWC for use in CSBG-approved activities. The Parish provides guidelines in its Administrative Management Policies Manual regarding the maintenance and use of Parish technology; however, the terms do not apply to grant recipients.

Cause: The laptops were purchased to assist in maintaining the operations of the 2012 and 2013 summer enrichment programs. The Parish provides guidelines in its Administrative Management Policies Manual regarding the procurement, maintenance, and use of Parish technology. However, the guidelines applies to administrative officers and employees of the Parish. The Parish does not have

²³ CSBG Equipment Requirements for the Sub-grantee of Jefferson Community Action Programs for the years of 2012 and 2013

a policy to ensure acquisition of IT equipment via non-parish entities is coordinated with Parish IT criteria. Furthermore, the Parish does not have any guidelines regarding appropriate use of Parish equipment held by non-Parish entities. As such, the Parish did not communicate any guidelines to LCFS pertaining to the procurement and usage of Parish equipment.

Exposure:

The Parish has not previously had a policy or procedure regarding the acquisition and maintenance of IT equipment by grant recipients that will ultimately be returned to the Parish. Therefore, there has been no tracking of the value of the items or the volume of items in this area. As such, when computers are returned after the termination of the contract period, the Parish may not have any use of them given the specifications are inconsistent with typical Parish technology.

Recommendations:

The OIG recommends that the Parish aim to achieve optimal use of all Parish property purchased through non-parish entities by monitoring the acquisition and usage of such equipment. Additionally, the Parish should coordinate the acquisition of IT equipment through one of the following methods:

The Parish's Electronic Information Systems (hereinafter "EIS") department should create a list of basic requirements and approved computer specifications needed in order for the computer equipment to qualify for reimbursement. The Parish should requisition the computers through one of the following processes:

1. Provide the non-parish entity with a list of basic requirements and computer specifications that must be used to qualify for reimbursement. The purchase request must be approved by the monitoring department prior to the purchase of the equipment. The monitoring department is responsible for ensuring the computer specifications complies with the list of basic requirements created by EIS. Reimbursements can only be processed if computers meets basic requirements and computer specifications, and if the request was approved by the applicable department prior to the purchase of the computer equipment.
2. Assign responsibility of procuring the computers with the monitoring department. The monitoring department should procure the items through the Parish's purchasing department. The computers purchased must meet the specifications provided by EIS. Once procured, the purchase price of said computers are subtracted from the non-parish entities existing funds.

In addition to the procedures mentioned above, the OIG recommends that all Parish equipment is inventoried and tagged by the EIS department. The monitoring department should check-out computers from EIS for release to the non-parish entity, and check the computers back in to EIS once custody is

returned to the Parish. Prior to the purchase of new computers, the monitoring department should be responsible for checking with EIS to see if any computer equipment is available for the program.

Finding #8 – LCFS lacked controls and documentation around its financial accounting process.

Condition:	LCFS did not have a formal accounting process, written policies, or procedures for its operations. LCFS did not prepare or submit a financial statement nor a certification filed with the Louisiana Legislative Auditors in accordance with La. R.S. 24:513. Additionally, LCFS did not establish any meaningful internal controls. Consequently, LCFS' action were inconsistent with state audit law and the CSBG contract requirements.
Criteria:	LCFS should have a fiscal system that provides adequate documentation to reflect expenditures, provide a clear audit trail, and provide assurance that fraud or abuse of the funds are prevented ²⁴ . Additionally, pursuant to La. R.S. 24:513, any not-for-profit organization that receives state and/or local funding between \$1 and \$50,000 must submit a financial statement with a certification by affidavit to the legislative auditor's office. If the amount of state and local governmental funds received is greater than \$50,000 and less than \$199,999, the agency must provide a compilation report, to be prepared by a CPA firm approved by the Legislative Auditor's Office.
Cause:	The Parish entered into a CEA with LCFS and did not require the organization to maintain a financial accounting system. Additionally, the Parish did not receive financial statements or a statement of activity to review the expenditures incurred throughout the contract period.
Exposure:	The lack of controls and accountability creates an opportunity for grant recipients to engage in fraud, waste, or abuse of public funds.
Recommendations:	The OIG recommends that the Parish requires its grant recipients to maintain an accounting system, as well as submit its financial statements to the Parish for review. The requirements should be incorporated into the CEA, and the terms should be forced by the monitoring personnel. An accounting system would assist the Parish in monitoring expenditures, and assist the grant recipients in maintaining controls around its financial operations.

²⁴ CSBG Fiscal System Requirements for the Sub-grantee of Jefferson Community Action Programs for the years of 2012 and 2013

Finding #9 – The Parish Council funded LCFS for services provided prior to the contract agreement.

Condition:	The Parish Council approved funding to LCFS for which there was no CEA in place at the time services were provided. The Parish Council passed a resolution on 1/25/2012 to reimburse LCFS \$3,500 for its summer enrichment program held on 7/25/2011 – 8/05/2011 in the Marrero Community Center. ²⁵ The Parish Council passed an additional resolution on 6/12/2013 to reimburse LCFS \$3,500 from Jeff CAP's general fund for its summer enrichment program held on 7/25/2011 – 8/05/2011 in the Marrero Community Center. ²⁶
Criteria:	The Parish should have the ability to monitor and evaluate the performance and controls over services provided by entities prior to reimbursement.
Cause:	The Parish council approved a resolution to fund LCFS and authorize a CEA for past services.
Exposure:	The Parish Council's approval of funding for services provided prior to an executed agreement eliminates the opportunity for the Parish administration to properly monitor and evaluate an entity's performance, as well as funding request. The lack of performance and financial monitoring increases the opportunity for waste, fraud, or abuse as entities are not held accountable to Parish standards during the period the services are provided.
Recommendations:	The OIG recommends that the Parish does not enter into contract agreements with private entities that would not allow the Parish to monitor the performance or controls of the services provided. As such, the Parish should only enter into CEAs with entities for upcoming services. This control would allow the Parish to ensure the administration is properly evaluating the reimbursement request and monitoring the performance of services as its being provided.

CONCLUSION

The objectives of this audit were to (1) determine compliance with terms in the CEAs; (2) determine compliance with terms listed in the CSBG, as well as other state laws and regulations; (3) examine expenses reimbursed for existence and accuracy; (4) evaluate the financial and accounting practices at LCFS; and (5) identify any instances of fraud, waste, or abuse.

The findings and associated recommendations made span various departments and processes of Parish government; as such, the correction must also if they are to be meaningful and lasting. It is the intention of this report to ensure that both the internal Parish processes and the obligations

²⁵ Resolution 118297

²⁶ Resolution 121074

of the grant recipients be refined and clearly communicated. It is only with this backdrop that the Parish can exercise meaningful and oversight and accountability of grant funds.

The management of grant funds, regardless of their source, is an area where many governments struggle. It is this interface between the private sector grant recipient and government where the communication of expectations, obligations, specific requirements and the implications for non-performance must be made with utmost clarity. There is much room for improvement at the inception of the subgrantee and grantor relationship. The establishment of mandatory criteria and requirements by the Parish and the acceptance of those controls prior to commencement will establish the foundation of a system that offers transparency and accountability.

We are also concerned that the Parish authorized the expenditure of public monies to a private entity for services rendered during a period where there was no formal agreement between the Parish and the entity. Notwithstanding the absence of an obligation to reimburse LCFS for certain activities the Parish authorized expenditures for which no meaningful monitoring or controls could be achieved.

This matter will also be referred to the District Attorney for review and consideration of potential criminal proceedings. Lastly, we recommend that the Parish Attorney consider the viability of pursuing judicially the reimbursement of unsupported expenditures, if necessary, upon completion of any review and/or action taken by the District Attorney's Office.

Approved by: Tamyra Johnson Date: _____
Auditor

Approved by: David McClintock Date: _____
Inspector General

Cooperative Endeavor
Agreement and
Resolution 118297 for
2011 Summer
Enrichment Program



COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
LOUISIANA COMMUNITY & FAMILY SERVICES, INC.

This Agreement is made and entered into on this 5th day of July, 2012, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called the PARISH, represented by Elton M. Lagasse, Council Chairman, duly authorized to act pursuant to Ordinance/Resolution No.118297, adopted on January 25, 2012, and Louisiana Community & Family Services, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 274614093, hereinafter called ORGANIZATION, represented by Chermaine Kelly, its President; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 ORGANIZATION, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, the public purpose of the Project is described as: To provide a summer academic enrichment program that supports Parish students by assisting them in meeting their grade level standards in a way consistent with the Code of Ordinances for Jefferson Parish, Louisiana § 1-01.15. This recreational program was designed to support the whole child in his/her development physically, emotionally, and intellectually, while establishing the foundation for lifelong learning;

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided;

WHEREAS, PARISH received a benefit from assisting ORGANIZATION as students were provided the resources to become independent and productive Parish citizens. PARISH schools also benefitted from the Project's tutoring, mentoring, and job skills training as more students will advance in school with the ORGANIZATION's help;

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish benefitted from the efforts of these parties working together;

NOW, THEREFORE, the PARISH and ORGANIZATION hereby agree as follows:

SECTION 1- SERVICES

The ORGANIZATION shall: ORGANIZATION offered a two week Math and English/Language Arts Intervention Program to thirty middle and high school students, specifically 5th-10th grade students, beginning July 25, 2011 and ending August 5, 2011, from 8:30am to 3:30pm at the Marrero Community Center. The Project focused on helping the targeted population of at-risk children and young adults who do not have the financial support or resources to receive the assistance necessary to become productive

citizens. ORGANIZATION provided one-on-one and group tutoring to students in need of academic assistance. ORGANIZATION used both computer-based and workbook materials personally designed for student grade levels, as well as provided both pre-test and post-test assessments of student's progress. ORGANIZATION hired two instructors who each have a minimum of three years teaching experience, two teacher assistants, and community volunteers. ORGANIZATION required all staff to attend a mandatory two-day orientation in preparation of the two week Program.

SECTION 2. - DELIVERABLES

Deliverables: Through providing the two week Math and English/Language Arts Intervention Program, PARISH students received the support needed to meet their current grade level standards. In addition, the Project was designed to provide academic activities for middle and high school students. With the completion of the Project, students were given the resources to move from one grade to another. Furthermore, students reinforced skills learned during the school year in anticipation of the new school year.

SECTION 3- PAYMENT

In consideration of the services described above, PARISH hereby agrees to pay the ORGANIZATION a maximum fee of three thousand five hundred dollars (\$3,500.00). Payment will be made on a reimbursement basis according to the Code of Ordinances for Jefferson Parish, Louisiana § 2-925.1

SECTION 4 – TERM OF AGREEMENT

The term for this Agreement commenced on July 24, 2011 and shall terminate on the first anniversary thereof.

SECTION 5 – TERMINATION FOR CAUSE

The PARISH may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, ORGANIZATION 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 PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

SECTION 6 - TERMINATION FOR CONVENIENCE

The PARISH may terminate the Agreement at any time by giving thirty (30) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall,

unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

SECTION 7 – FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

SECTION 8 – INDEPENDENT CONTRACTOR

ORGANIZATION hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that ORGANIZATION is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between PARISH and ORGANIZATION.

The parties hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d. pay workman's compensation insurance premiums for coverage for ORGANIZATION.
- e. ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 9 – INDEMNIFICATION

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including ORGANIZATION), arising out of or resulting from ORGANIZATION'S providing services under this Agreement, whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment used in the provision of said services, its agents or employees, and the ORGANIZATION hereby agrees to indemnify and hold the PARISH, its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the PARISH in connection therewith) for any such loss,

damage, injury or other casualty.

ORGANIZATION also agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in connection with the provisions of this SECTION.

SECTION 10 – INSURANCE

ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the PARISH, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. The PARISH may examine the policies at any time and without notice.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ORGANIZATION SHALL CONTAIN THE FOLLOWING CLAUSES:

1. ORGANIZATION insurers will have no right of recovery or subrogation against the PARISH, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The PARISH shall be named as additional insured as regards to general liability with respect to negligence by ORGANIZATION.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish of Jefferson for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
5. ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for the ORGANIZATION.

B. Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverage required by the contract to the PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be place with insurers with an A.M. Best Rating of no less than A:VI.

1. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
This insurance coverage shall include coverage for bodily injury and property damage.
3. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
4. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
5. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of the PARISH prior to the

commencing of any work. The PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the PARISH as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of the PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

SECTION 11 - REPORTS

ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.

SECTION 12 – COST AND COLLECTION RECORDS

The PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the PARISH, and copies thereof shall be furnished if requested.

SECTION 13 - NOTICE

All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Elton M. Lagasse
COUNCIL CHAIRMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, La. 70053
Phone No.: (504) 364-2626

ORGANIZATION: Chermaine Kelly
President
Louisiana Community & Family Services, Inc.
419 Lapalco Boulevard, Suite 3

SECTION 14 – ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of the PARISH.

SECTION 15 - LEGAL COMPLIANCE

The PARISH and the ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

SECTION 16 — EMPLOYMENT OF PARISH PERSONNEL

ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Jefferson.

SECTION 17 – COVENANT AGAINST CONTINGENT FEES

The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the ORGANIZATION any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability or, in PARISH's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 18 – DISCRIMINATION CLAUSE

The ORGANIZATION 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 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION 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 ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

SECTION 19 – ANNUAL APPROPRIATION

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the PARISH as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the ORGANIZATION, its successors or assigns for any further payments.

SECTION 20 — JURISDICTION

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 21 - SEVERABILITY

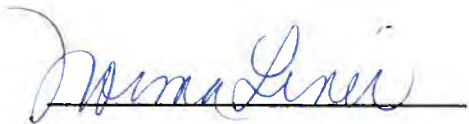
If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

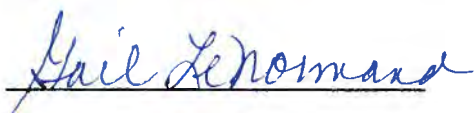
SECTION 22 — ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and ORGANIZATION by its authorized representative.

This Agreement is executed in 4 originals on the day, month, and year first above written.

WITNESSES:





WITNESSES:

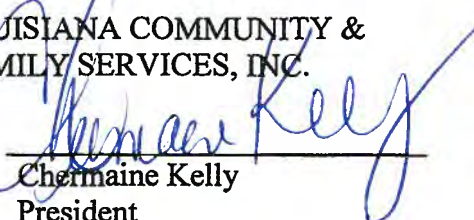




PARISH OF JEFFERSON

BY: 
Elton M. Lagasse
COUNCIL CHAIRMAN

LOUISIANA COMMUNITY &
FAMILY SERVICES, INC.

BY: 
Cherraine Kelly
President



WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

JEFFERSON PARISH

DEPARTMENT OF THE PARISH ATTORNEY

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

CERTIFICATION

In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. This certification is made in reliance upon the availability of funds and the legality of all financial transactions as certified by the Department of Finance pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: CEA with Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children that was held from July 25, 2011 to August 5, 2011 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP) for a contract cap not to exceed \$3,500.00

Parish Council Approval: Resolution No. 118297 adopted January 25, 2012.

DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 19 day of
June, 2012.

Signature

E. Ross Buckley, Jr.
Notary Public

Printed Name E. Ross Buckley, Jr.
A Bar No. 3627
Parish of Jefferson, State of LA
My Commission is Issued for Life

Notary or Bar Roll Number

On motion of **Mr. Lagasse**, seconded by **Mr. Spears**, the following resolution was offered:

RESOLUTION NO. 118297

A resolution ratifying a Cooperative Endeavor Agreement between Jefferson Parish and the Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children that was held from July 25, 2011 to August 5, 2011 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP) for a contract cap not to exceed \$3,500.00. (Council District 3)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, the public purpose of the Project is to provide a summer academic enrichment program that supports Parish students by assisting them in meeting their grade level standards in a way consistent with the Code of Ordinances for Jefferson Parish, Louisiana § 1-01.15. This recreational program was designed to support the whole child in his/her development physically, emotionally, and intellectually, while establishing the foundation for lifelong learning; and

WHEREAS, JeffCAP is the anti poverty agency of the Parish and conducts numerous community programs throughout its network of community and Head Start centers; and

WHEREAS, it is a goal of JeffCAP Neighborhood Community Centers to provide enrichment programs whenever possible; and

WHEREAS, LACFS, a 501c3 non profit organization, held a summer enrichment program at the Marrero Community/Senior Center from July 25, 2011 to August 5, 2011 for thirty 5th through 10th grade children; and

WHEREAS, JeffCAP desires to help defray the cost of the program for a contract cap not to exceed \$3,500.00.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. A Cooperative Endeavor Agreement between Jefferson Parish and the Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children that was held from July 25, 2011 to August 5, 2011 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP) is hereby ratified.

SECTION 2. That payment associated with the Cooperative Endeavor Agreement between the Department of Jefferson Community Action Programs (JeffCAP) and Louisiana Community and Family Services (LACFS) for a summer enrichment program that was held from July 25, 2011 to August 5, 2011, in the amount of \$3,500.00, is hereby authorized.

SECTION 3. That funding associated with the payment for professional services shall be charged to Budget Account No. 10010-0330-114-7331 in the amount of \$3,500.00.

SECTION 4. That the Council Chairman or in his absence, the Vice-Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this contract.

The foregoing resolution, having been submitted to a vote, the vote thereon was as follows:

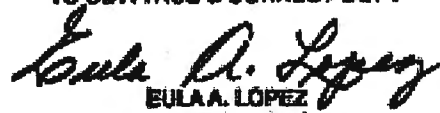
YEAS: 7

NAYS: None

ABSENT: None

The motion was declared to be adopted on this the 25th day of January, 2012.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

Cooperative Endeavor
Agreement and
Resolution 119107 for
2012 Summer
Enrichment Program



COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
LOUISIANA COMMUNITY & FAMILY SERVICE, INC.

This Agreement is made and entered into on this 9th day of July, 2012, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called the PARISH, represented by Elton M. Lagasse, Council Chairman, duly authorized to act pursuant to Resolution No.119107, adopted on June 13, 2012, and Louisiana Community & Family Service, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 274614093, hereinafter called ORGANIZATION, represented by Chermaine Kelly, its President; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 ORGANIZATION, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, the Parish is authorized by Art. 1 Sec. 1 of the Louisiana Constitution to enter into this agreement to promote the happiness and general welfare of the people; and

WHEREAS, the public purpose of the Project is described as: To provide a summer academic enrichment program that supports Parish youth by assisting them in meeting their grade level standards in a way consistent with the Code of Ordinances for Jefferson Parish, Louisiana § 1-01.15. This educational program was designed to support the whole child in his/her development physically, emotionally, and intellectually, while establishing the foundation for lifelong learning; and

WHEREAS, the PARISH has a reasonable expectation of receiving a benefit assisting ORGANIZATION as students will be provided the resources to become independent and productive Parish citizens. PARISH schools also benefit from the Project's tutoring, mentoring, and job skills training as more students will advance in

school with the ORGANIZATION's help;

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided;

NOW, THEREFORE, the PARISH and ORGANIZATION hereby agree as follows:

SECTION 1- SERVICES

The ORGANIZATION shall: ORGANIZATION shall offer a seven week Math and English/Language Arts Intervention Program to sixty middle and high school students, specifically 5th-10th grade students, beginning June 18, 2012 and ending August 3, 2012, from 8:30am to 3:30pm at the Marrero Community Center/Senior Center and at the Hazel Rhea Hurst Community Center. The Project focused on helping the targeted population of at-risk children and young adults who do not have the financial support or resources to receive the assistance necessary to become productive citizens. ORGANIZATION will provide one-on-one and group tutoring to students in need of academic assistance. ORGANIZATION will use both computer-based and workbook materials personally designed for student grade levels, as well as provided both pre-test and post-test assessments of student's progress. ORGANIZATION will hire four instructors who each have a minimum of three years teaching experience, four teacher assistants, and community volunteers. ORGANIZATION will require all staff to attend a mandatory two-day orientation in preparation of the seven week Program.

SECTION 2 - DELIVERABLES

Deliverables: Through providing the seven week Math and English/Language Arts Intervention Program, PARISH students will receive the support needed to meet their current grade level standards. In addition, the Project is designed to provide academic activities for middle and high school students. With the completion of the Project, students will be given the resources to move from one grade to another. Furthermore, students reinforced skills learned during the school year in anticipation of the new school year.

SECTION 3- PAYMENT

A. In consideration of the services described above, the PARISH hereby agrees to pay the ORGANIZATION a maximum fee of seventy two thousand, five hundred and ten dollars (\$72,510). Payment will be made on a reimbursement basis according to the Code of Ordinances for Jefferson Parish, Louisiana § 2-925.1

SECTION 4 – TERM OF AGREEMENT

The term for this Agreement shall commence on the date first above written and shall continue in effect until June 18, 2013 unless sooner terminated as provided in Paragraphs 5 and 6.

SECTION 5 – TERMINATION FOR CAUSE

The PARISH may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, ORGANIZATION 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 PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

SECTION 6 - TERMINATION FOR CONVENIENCE

The PARISH may terminate the Agreement at any time by giving thirty (30) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

SECTION 7 – FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

SECTION 8 – INDEPENDENT CONTRACTOR

ORGANIZATION hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that ORGANIZATION is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between PARISH and ORGANIZATION.

The parties hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d. pay workman's compensation insurance premiums for coverage for ORGANIZATION.
- e. ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 9 – INDEMNIFICATION

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including ORGANIZATION), arising out of or resulting from ORGANIZATION'S providing services under this Agreement, whether

apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment used in the provision of said services, its agents or employees, and the ORGANIZATION hereby agrees to indemnify and hold the PARISH, its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the PARISH in connection therewith) for any such loss, damage, injury or other casualty.

ORGANIZATION also agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in connection with the provisions of this SECTION.

SECTION 10 – INSURANCE

ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the PARISH, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. The PARISH may examine the policies at any time and without notice.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ORGANIZATION SHALL CONTAIN THE FOLLOWING CLAUSES:

1. ORGANIZATION insurers will have no right of recovery or subrogation against the PARISH, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The PARISH shall be named as additional insured as regards to general liability with respect to negligence by ORGANIZATION.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish of Jefferson for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
5. ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for the ORGANIZATION.

B. Prior to the execution of this Agreement ORGANIZATION, shall provide at its

own expense, proof of the following insurance coverage required by the contract to the PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

1. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
This insurance coverage shall include coverage for bodily injury and property damage.
3. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
4. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
5. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of the PARISH prior to the commencing of any work. The PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the PARISH as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of the PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

SECTION 11 - REPORTS

ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated

under this Agreement. Agreements for amounts that are less than \$100,000 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.

SECTION 12 – COST AND COLLECTION RECORDS

The PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the PARISH, and copies thereof shall be furnished if requested.

SECTION 13 - NOTICE

All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Elton M. Lagasse
COUNCIL CHAIRMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, La. 70053
Phone No.: (504) 364-2626

ORGANIZATION: Chermaine Kelly
President
Louisiana Community & Family Services, Inc.
419 Lapalco Boulevard, Suite 3
Gretna, LA 70056
Phone No.: (504) 975-7311

SECTION 14– ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in

part by ORGANIZATION as to the services to be performed hereunder without the written consent of the PARISH.

SECTION 15 — LEGAL COMPLIANCE

The PARISH and the ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

SECTION 16 — EMPLOYMENT OF PARISH PERSONNEL

ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Jefferson.

SECTION 17 – COVENANT AGAINST CONTINGENT FEES

The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the ORGANIZATION any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability or, in PARISH's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 18 – DISCRIMINATION CLAUSE

The ORGANIZATION 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 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ORGANIZATION 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 ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

SECTION 19 – ANNUAL APPROPRIATION

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the PARISH as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the ORGANIZATION, its successors or assigns for any further payments.

SECTION 20 — JURISDICTION

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 21 – SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 23 — ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and ORGANIZATION by its authorized representative.

This Agreement is executed in 4 originals on the day, month, and year first above written.

WITNESSES:

Norma Lina

Gail Le Normand

WITNESSES:

Li A. King

Eric Hunt

PARISH OF JEFFERSON

BY: Elton M. Lagasse

COUNCIL CHAIRMAN

LOUISIANA COMMUNITY &
FAMILY SERVICES, INC.

BY: Chermaine Kelly
PRESIDENT

**Cooperative Endeavor Agreement
AFFIDAVIT**

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

Chermaine Kelly, (Affiant) who after being by me duly sworn, deposed and said

that he/she is the fully authorized President of
Louisiana Community
& Family Services, Inc. (Entity), the party who submitted a proposed Cooperative

Endeavor Agreement (CEA) to

Educational Services (Briefly describe the

services the CEA will cover), to the Parish of Jefferson.

(Choose A. or B., if option A. is indicated please include a Campaign Contribution list as an attachment):

A. _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

B. ☒ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further said:

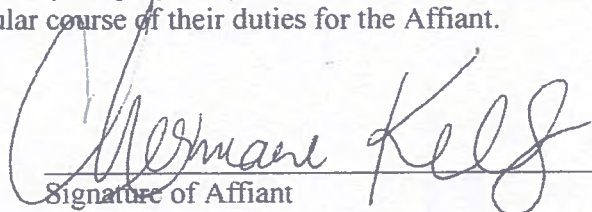
Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the CEA.

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the CEA, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the CEA under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the payment made under this CEA was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.


Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 8th DAY OF June, 2012


Notary Public



CERTIFICATE OF LIABILITY INSURANCE

AMP
R001DATE (MM/DD/YYYY)
07-05-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMMERCIAL INSURANCE.NET LLC/PHS 383397 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (877) 905-0457
INSURED KELLY BARBER COLLEGE LOUISIANA COMMUNITY AND FAMILY LLC 419 LAPALCO BLVD STE 2 GRETN LA 70056	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Ins Co LTD	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab				03/17/2012	03/17/2013	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			06/01/2012	06/01/2013	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

JEFFERSON PARISH
JEFFERSON COMMUNITY ACTION PROGRAM
1221 ELMWOOD PARK BLVD STE 402
NEW ORLEANS, LA 70123

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

CERTIFICATION

In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. This certification is made in reliance upon the availability of funds and the legality of all financial transactions as certified by the Department of Finance pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: CEA with the Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children that will be held from June 18, 2012 to August 3, 2012 under the auspices of the Department of Jefferson Community Action for an amount not to exceed \$72,510.00.

Parish Council Approval: Resolution No. 119107, adopted June 13, 2012.

A handwritten signature in blue ink, appearing to read "E. Ross Buckley, Jr.", written over a horizontal line.

E. ROSS BUCKLEY
Acting Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 5 day of
July, 2012.

A handwritten signature in blue ink, appearing to read "Johanna Elizabeth Lambert", written over a horizontal line.

Signature

Johanna Elizabeth Lambert

Printed Name

33227

Notary or Bar Roll Number

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 119107

A resolution ratifying the attached Cooperative Endeavor Agreement between Jefferson Parish and the Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children that will be held from June 18, 2012 to August 3, 2012 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP) for a amount not to exceed \$72,510.00. (Council Districts 2, 3)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 LACFS, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, the Parish is authorized by Art. 1 Sec. 1 of the Louisiana Constitution to enter into this agreement to promote the happiness and general welfare of the people; and

WHEREAS, the public purpose of the Project is described as: assisting at-risk youth to meet their grade level standards through a summer academic enrichment program. The educational program is designed to support the whole child in his/her development physically, emotionally, and intellectually, while establishing the foundation for lifelong learning; and

WHEREAS, the PARISH has a reasonable expectation of receiving a benefit of confident students able to meet and exceed grade level standards and ultimately graduate, thereby becoming independent and productive Parish citizens. PARISH schools also benefit from the Project's tutoring, mentoring, and job skills training as more students will advance in school with the ORGANIZATION's help. These benefits are at least equivalent to the consideration described in this Agreement; and

WHEREAS, JeffCAP is the anti poverty agency of the Parish and conducts numerous community programs throughout its network of community and Head Start centers; and

WHEREAS, it is a goal of JeffCAP Neighborhood Community Centers to provide enrichment programs whenever possible; and

WHEREAS, LACFS, a 501c3 non profit organization, will hold a summer enrichment program at the Marrero Community/Senior Center and the Hazel Hurst Community Center from June 18, 2012 to August 3, 2012 for sixty 5th through 10th grade children; and

WHEREAS, JeffCAP desires to use Community Service Block Grants to fund the cost of the program for a amount not to exceed \$ 72,510.00.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. The Cooperative Endeavor Agreement between Jefferson Parish and the Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children that will be held from June 18, 2012 to August 3, 2012 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP) is hereby ratified.

SECTION 2. That payment associated with the Cooperative Endeavor Agreement between the Department of Jefferson Community Action Programs (JeffCAP) and Louisiana Community and Family Services (LACFS) for a summer enrichment program that will be held from June 18, 2012 to August 3, 2012, in the amount of \$72,510, is hereby authorized.

SECTION 3. That funding associated with the payment for the program shall be charged to Budget Account No. 21030-1020-205-XXXX-10389-XXX in the amount of \$72,510.00.

SECTION 4. That the Council Chairman or in his absence, the Vice-Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this contract.

The foregoing resolution, having been submitted to a vote, the vote thereon was as follows:

YEAS: 7

NAYS: None

ABSENT: None

The motion was declared to be adopted on this the 13th day of June, 2012.

**THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY**


**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

Cooperative Endeavor Agreement Amendment for 2012 Summer Enrichment Program



**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE PARISH OF JEFFERSON
AND
LOUISIANA COMMUNITY & FAMILY SERVICES, INC.**

This First Amendment (the "First Amendment") to the Agreement is made as of the 5th day of September, 2012, by and between the Parish of Jefferson, Louisiana, (hereafter, "Parish"), represented herein by Elton M. Lagasse, Chairman of the Jefferson Parish Council, duly authorized to act pursuant to Resolution No. 119107 adopted on the 13th day of June, 2012; and the the Louisiana Community & Family Service, Inc., (hereafter, ORGANIZATION), herein represented by Chermaine Kelly, its President.

WITNESSETH

WHEREAS, pursuant to Resolution No. 119107, adopted on June 13, 2012, the Parish and Municipality entered into that certain Cooperative Endeavor Agreement (the "Agreement") dated the 9 day of July, 2012, to provide a summer enrichment program for the youth of the Parish, for a total cost of \$72,510; and

WHEREAS, pursuant to Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974, providing that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, the public purpose of this project is to provide a summer academic enrichment program that supports Parish students by assisting them in meeting their grade level standards in a way consistent with the Code of Ordinances for Jefferson Parish, Louisiana § 1-01.15. This recreational program was designed to support the whole child in his/her development physically, emotionally, and intellectually, while establishing the foundation for lifelong learning; and

WHEREAS, the Parish received a benefit from the assisting ORGANIZATION as students were provided the resources to become independent and productive Parish citizens. Parish schools also benefitted from the Project's tutoring, mentoring, and job skills training as more students will advance in school with the ORGANIZATION's help; and;

WHEREAS, in pursuit of this goal, pursuant to Resolution No. 119107, adopted on June 13, 2012, the Parish wishes to amend some sections of the Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Amendment, the parties agree to amend the Cooperative Endeavor Agreement as follows:

SECTION 1. Preambles: The foregoing preambles are accepted as true and correct by the parties and are incorporated herein as if stated fully in their entirety herein.

SECTION 2.

The end of section 2 of the original agreement is amended to add the following:

1. To demonstrate and document academic success in mathematics.

a. By the end of the program, 85% of the participants will demonstrate academic grade level growth by .3, measured by a pre-test and post-test.

2. To demonstrate and document academic success in English/Language Arts.

a. By the end of the program, 85% of the participants will demonstrate academic grade level growth by .3, measured by a pre-test and post-test.

Students will be administered a pre-test on the first day of the program. They will receive two separate pre-test for ELA and mathematics. The tests will be formal (paper) written assessments created by the certified teachers hired for the program. The test will be complied of the core concepts for ELA and mathematics. The test will assess the student's knowledge of ELA and mathematics for their current grade level. The results will be used to develop an academic plan of achievement for the individual student.

At the end of the program the teacher's will administer a post-test. The post-test will be the same as the pre-test. The same test is used to accurately measure the students' growth. Our goal is to ensure at least 85% of our students display academic growth. For example, if a student's pre-test score is 20% and his/her post-test is 75%, he/she has displayed 50% academic growth in the designated subject matters.

This program is designed to enrich the students with the core (basic) fundamentals of ELA and mathematics for the student's academic grade level. The goal of the program is to better prepare the student for the upcoming grade level by re-introducing the concepts they should have mastered before the beginning of the new school year.

At the end of section 3 of the original agreement is amended as such:

Reimbursements will be based on invoices received. Invoice must include receipts of expenses to properly reimburse ORGANIZATION. Invoices should be sent to the following address for processing:

Jefferson Parish c/o Jefferson Community Action Programs
1221 Elmwood Park Boulevard, Suite 402
Jefferson, LA 70123

In section 5 the agreement is amended as such:

The paragraph shall read: The PARISH may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within ~~thirty (30) days~~ fifteen (15) (Lines and strikethrough are added and deleted) days after receipt of such notice, ORGANIZATION shall not have either corrected such failure or, in the case which cannot be corrected in ~~thirty (30) days~~ fifteen (15) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

In section 6 the agreement is amended as such:

The paragraph shall read as such: The PARISH may terminate the Agreement at any time by giving ~~thirty (30) days~~ fifteen (15) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

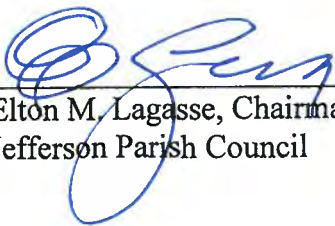
SECTION 3. Miscellaneous: Except where specifically modified herein, the remainder of the Agreement is intact, valid, and fully enforceable. The Agreement as amended by the First Amendment represents the full agreement by the parties thereto and supersedes any written or oral representations concerning the subject matter therein, except in written form signed by both parties. For conflicts between the Agreement and the First Amendment, the First Amendment shall control. This First Amendment shall be executed in four (4) originals and may be executed as counterparts, with each signature when combined shall constitute a fully executed agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Cooperative Endeavor Agreement to be executed by their respective duly authorized corporate officers effective as of the day and year first above written.

WITNESSES:

PARISH OF JEFFERSON

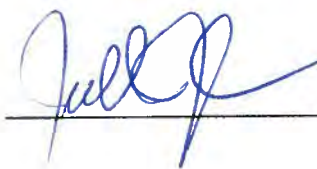
Norma Leno

BY: 
Elton M. Lagasse, Chairman
Jefferson Parish Council

Gail LeNormand

WITNESSES:

LOUISIANA COMMUNITY &
FAMILY SERVICES, INC.



BY: 
Chermaine Kelly
President



CERTIFICATE OF LIABILITY INSURANCE

AMP

R001

DATE (MM/DD/YYYY)
07-05-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMMERCIAL INSURANCE.NET LLC/PHS 383397 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS:
INSURED KELLY BARBER COLLEGE LOUISIANA COMMUNITY AND FAMILY LLC 419 LAPALCO BLVD STE 2 GRETN LA 70056	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input type="checkbox"/>	<input type="checkbox"/>	██████████	03/17/2012	03/17/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	██████████	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDERJEFFERSON PARISH
JEFFERSON COMMUNITY ACTION PROGRAM
1221 ELMWOOD PARK BLVD STE 402
NEW ORLEANS, LA 70123**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Taylor

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**Cooperative Endeavor Agreement
AFFIDAVIT**

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

Chermaine Kelly, (Affiant) who after being by me duly sworn, deposed and said
that he/she is the fully authorized President of

A Community + Family Services Inc. (Entity), the party who submitted a proposed Cooperative
Endeavor Agreement (CEA) to

provide educational services (Briefly describe the
services the CEA will cover), to the Parish of Jefferson.

**(Choose A. or B., if option A. is indicated please include a Campaign
Contribution list as an attachment):**

A. Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

B. X Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further said:

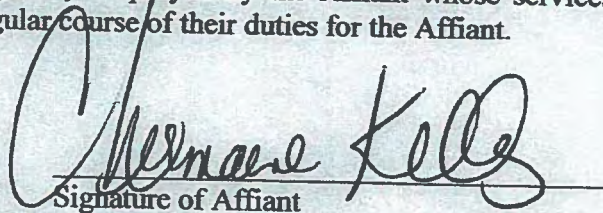
Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council act on the CEA.

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the CEA, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

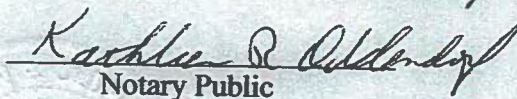
Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the CEA under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the payment made under this CEA was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.


Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 26 DAY OF July, 2012.


Notary Public

Kathleen R Oldendorf
Notary Public #83772
Commission Expires at Death
Parish of Orleans, LA



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JOHN F. YOUNG, JR.
PARISH PRESIDENT

JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

CERTIFICATION

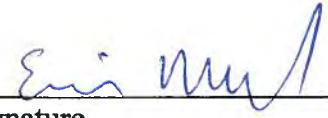
In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. This certification is made in reliance upon the availability of funds and the legality of all financial transactions as certified by the Department of Finance pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: First Amendment to the CEA with Louisiana Community and Family Services, Inc. (LACFS) to add required contract Language as requested by the Louisiana Workforce Commission's Community Service Block Grant (CSBG) office, in the amount of \$72,510.00.

Parish Council Approval: Resolution No. 119381, adopted August 8, 2012.


DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 4th day of
September, 2012.


Signature

Eric Mund
Notary Public
LA Bar No. 33290
Parish of Jefferson, State of LA
My Commission is issued for Life

Printed Name

Notary or Bar Roll Number

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 119381

A resolution ratifying the attached First Amendment to the Cooperative Endeavor Agreement between the Parish of Jefferson and the **Louisiana Community and Family Services, Inc. (LACFS)** to add required contract language as requested by the Louisiana Workforce Commission's Community Service Block Grant (CSBG) office. (Council Districts 2,3)

WHEREAS, pursuant to Resolution No. 119107, adopted on June 13, 2012, Jefferson Parish and LACFS entered into that certain Cooperative Endeavor Agreement dated the 9th day of July, 2012, to authorize a summer enrichment program for children that would be held from June 18, 2012 to August 3, 2012 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP) for a amount not to exceed \$72,510.00.; and

WHEREAS, the parties have agreed to amend the Cooperative Endeavor Agreement to add additional language that has been mandated by the CSBG office.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. The attached First Amendment to the Cooperative Endeavor Agreement between the Parish of Jefferson and LACFS be amended as follows:

SECTION 2. That the preambles of the original Cooperative Endeavor Agreement are accepted as true and correct by the parties and are incorporated therein as if stated fully in their entirety therein.

SECTION 3. That at the end of section 2 of the original agreement is amended to add the following:

1. To demonstrate and document academic success in mathematics.

A. By the end of the program, 85% of the participants will demonstrate academic grade level growth by .3, measured by a pre-test and post-test.

2. To demonstrate and document academic success in English/Language Arts.

A. By the end of the program, 85% of the participants will demonstrate academic grade level growth by .3, measured by a pre-test and post-test.

Students will be administered a pre-test on the first day of the program. They will receive two separate pre-test for ELA and mathematics. The tests will be formal (paper) written assessments created by the certified teachers hired for the program. The test will be compiled of the core concepts for ELA and mathematics. The test will assess the student's knowledge of ELA and mathematics for their current grade level. The results will be used to develop an academic plan of achievement for the individual student.

At the end of the program the teacher's will administer a post-test. The post-test will be the same as the pre-test. The same test is used to accurately measure the students' growth. Our goal is to ensure at least 85% of our students display academic growth. For example, if a student's pre-test score is 20% and his/her post-test is 75%, he/she has displayed 50% academic growth in the designated subject matters.

This program is designed to enrich the students with the core (basic) fundamentals of ELA and mathematics for the student's academic grade level. The goal of the program is to better prepare the student for the upcoming grade level by re-introducing the concepts they should have mastered before the beginning of the new school year.

SECTION 4. That at the end of section 3 of the original agreement is amended as such:

Reimbursements will be based on invoices received. Invoice must include receipts of expenses to properly reimburse ORGANIZATION. Invoices should be sent to the following address for processing:

Jefferson Parish c/o Jefferson Community Action Programs
1221 Elmwood Park Boulevard, Suite 402
Jefferson, LA 70123

SECTION 5. In section 5 the agreement is amended as such:

The paragraph shall read: The PARISH may terminate this Agreement for cause

based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days fifteen (15) (Lines and strikethrough are added and deleted) days after receipt of such notice, ORGANIZATION shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days fifteen (15) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

SECTION 6. That in section 6 the agreement is amended as such:

The paragraph shall read as such: The PARISH may terminate the Agreement at any time by giving thirty (30) days fifteen (15) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

SECTION 7. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

The foregoing resolution was declared to be adopted on this the 8th day of August, 2012.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

Cooperative Endeavor Agreement and Resolution 121074 for 2013 Summer Enrichment Program



COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
LOUISIANA COMMUNITY & FAMILY SERVICE, INC.

This Agreement is made and entered into on this 24th day of June, 2013, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called the PARISH, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 121674, adopted on 12th of June, 2013, and Louisiana Community & Family Service, Inc., a 501(C)3 not-for-profit corporation, Federal ID No. 274614093, hereinafter called ORGANIZATION, represented by Chermaine Kelly, its President; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 ORGANIZATION, corporation or individuals; and

WHEREAS, the Parish is authorized by the Jefferson Parish Charter § 1-01.15 enter into this Agreement for recreational and cultural programming; and

WHEREAS, the public purpose of the Project is described as: Enriching the lives of Jefferson Parish youth by providing educational, cultural, and recreational programming in the form of summer academic enrichment programming to bring them up to grade level standards. This educational program is designed to support the whole child in his/her development physically, emotionally, and intellectually, while establishing the foundation for lifelong learning; and

WHEREAS, the PARISH has a reasonable expectation of receiving the benefit of a summer academic enrichment program where students are provided the resources to become independent and productive Parish citizens through tutoring, mentoring, and job skills training, which is at least equivalent to the one hundred and thirty-one thousand, six hundred and sixty-one dollars and zero cents (\$131,661.00) in consideration provided for in this Agreement;

WHEREAS, the Parish wishes to reimburse LACFS for expenses associated with the 2011 LACFS Summer Program which ran from July 25, 2011 to August 5, 2011, of

which Resolution No. 118297 entered LACFS and the Parish into a CEA for the 2011 LACFS Summer Program, in the amount of three thousand, five hundred dollars and zero cents (\$3,500.00) in consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided;

NOW, THEREFORE, the PARISH and ORGANIZATION hereby agree as follows:

SECTION 1- SERVICES

ORGANIZATION shall offer a seven week Math and English/Language Arts Intervention Program to ninety (90) middle and high school students, specifically 5th-10th grade students, beginning June 19, 2013 and ending August 6, 2013, from 8:00AM to 3:00PM at the Marrero Community Center/Senior Center, the Gretna Community Center, and the Hazel Rhea Hurst Community Center. The Project shall focus on helping the targeted population of at-risk children and young adults who do not have the financial support or resources to receive the assistance necessary to become productive citizens. ORGANIZATION will provide one-on-one and group tutoring to students in need of academic assistance. ORGANIZATION will use both computer-based and workbook materials personally designed for student grade levels, as well as provided both pre-test and post-test assessments of student's progress. ORGANIZATION will hire one (1) program director, three (3) site directors, six (6) instructors who each have a minimum of three years teaching experience, six (6) teacher assistants, and community volunteers. ORGANIZATION will require all staff to attend a mandatory two-day orientation in preparation of the seven week Program. ORGANIZATION will also take program participants to various sites in the metropolitan area to expose them to experiences they otherwise might not have such as college visits, museums and educational venues. The ORGANIZATION also held the 2011 LACFS Summer Program which ran from July 25, 2011 to August 5, 2011, of which Resolution No. 118297 entered LACFS and the Parish into a CEA for the 2011 LACFS Summer Program, and the ORGANIZATION performed services identical to those listed above.

SECTION 2 - DELIVERABLES

Through providing the seven week Math and English/Language Arts Intervention Program, PARISH students will receive the support needed to meet their current grade level standards. In addition, the Project is designed to provide academic activities for middle and high school students. With the completion of the Project, students will be given the resources to move from one grade to another. Furthermore, students reinforced skills learned during the school year in anticipation of the new school year. The deliverables are as follows:

1. To demonstrate and document academic success in mathematics. By the end of the program, 85% of the participants will demonstrate academic grade level growth by .3, measured by a pre-test and post-test.
2. To demonstrate and document academic success in English/Language Arts. By the end of the program, 85% of the participants will demonstrate academic grade level growth by .3, measured by a pre-test and post-test.

Students will be administered a pre-test on the first day of the program. They will receive two separate pre-test for ELA and mathematics. The tests will be formal (paper) written assessments created by the certified teachers hired for the program. The test will be compiled of the core concepts for ELA and mathematics. The test will assess the student's knowledge of ELA and mathematics for their current grade level. The results will be used to develop an academic plan of achievement for the individual student.

At the end of the program the teacher's will administer a post-test. The post-test will be the same as the pre-test. The same test is used to accurately measure the students' growth. Our goal is to ensure at least 85% of our students display academic growth. For example, if a student's pre-test score is 20% and his/her post-test is 75%, he/she has displayed 50% academic growth in the designated subject matters.

This program is designed to enrich the students with the core (basic) fundamentals of ELA and mathematics for the student's academic grade level. The goal of the program is to better prepare the student for the upcoming grade level by re-introducing the concepts they should have mastered before the beginning of the new school year.

SECTION 3- PAYMENT

A. In consideration of the services described above, the PARISH hereby agrees to pay the ORGANIZATION a maximum fee of one hundred and thirty-one thousand, six hundred and sixty-one dollars and zero cents (\$131,661.00). The PARISH hereby agrees to pay the ORGANIZATION one hundred and twenty-eight thousand, one hundred and sixty-one dollars and zero cents (\$128,161.00) which will come from JEFFCAP's Community Services Block Grant for the 2013 program. Also, the PARISH hereby agrees to reimburse to the ORGANIZATION three thousand, five hundred dollars and zero cents (\$3,500.00) which will come from the JeffCAP Administrative General Fund Account. This is to reimburse expenses from the 2011 LACFS Summer Enrichment Program. Payment will be made on a reimbursement basis according to the Code of Ordinances for Jefferson Parish, Louisiana § 2-925.1

Reimbursements will be based on invoices received. Invoice must include receipts of expenses to properly reimburse ORGANIZATION. Invoices should be sent to the following address for processing:

Jefferson Parish c/o Jefferson Community Action Programs
1221 Elmwood Park Boulevard, Suite 402
Jefferson, LA 70123

SECTION 4 – TERM OF AGREEMENT

The term for this Agreement shall commence on the date first above written and shall continue in effect until June 19, 2014 unless sooner terminated as provided in Paragraphs 5 and 6.

SECTION 5 – TERMINATION FOR CAUSE

The PARISH may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within fifteen (15) days after receipt of such notice, ORGANIZATION shall not have either corrected such failure or, in the case which cannot be corrected in fifteen (15) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The

PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

SECTION 6 - TERMINATION FOR CONVENIENCE

The PARISH may terminate the Agreement at any time by giving fifteen (15) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

SECTION 7 – FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

SECTION 8 – INDEPENDENT CONTRACTOR

ORGANIZATION hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that ORGANIZATION is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between PARISH and ORGANIZATION.

The parties hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d. Pay workman's compensation insurance premiums for coverage for ORGANIZATION.
- e. ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state

unemployment taxes.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 9 – INDEMNIFICATION

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including ORGANIZATION), arising out of or resulting from ORGANIZATION'S providing services under this Agreement, whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment used in the provision of said services, its agents or employees, and the ORGANIZATION hereby agrees to indemnify and hold the PARISH, its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the PARISH in connection therewith) for any such loss, damage, injury or other casualty.

ORGANIZATION also agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in connection with the provisions of this SECTION.

SECTION 10 – INSURANCE

ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the PARISH, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. The PARISH may examine the policies at any time and without notice.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ORGANIZATION SHALL CONTAIN THE FOLLOWING CLAUSES:

1. ORGANIZATION insurers will have no right of recovery or subrogation against the PARISH, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The PARISH shall be named as additional insured as regards to general liability with respect to negligence by ORGANIZATION.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish of Jefferson for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
5. ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for the ORGANIZATION.

B. Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverage required by the contract to the PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be place with insurers with an A.M. Best Rating of no less than A:VI.

1. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
This insurance coverage shall include coverage for bodily injury and property damage.
3. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
4. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
5. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of the PARISH prior to the commencing of any work. The PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said

policies shall be or becomes unsatisfactory to the PARISH as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of the PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

SECTION 11 - REPORTS

ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.

SECTION 12 – COST AND COLLECTION RECORDS

The PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the PARISH, and copies thereof shall be furnished if requested.

SECTION 13 - NOTICE

All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Christopher L. Roberts
COUNCIL CHAIRMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, La. 70053
Phone No.: (504) 364-2626

ORGANIZATION: Chermaine Kelly
President
Louisiana Community & Family Services, Inc.
419 Lapalco Boulevard, Suite 3
Gretna, LA 70056
Phone No.: (504) 975-7311

SECTION 14– ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of the PARISH.

SECTION 15 — LEGAL COMPLIANCE

The PARISH and the ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

SECTION 16 — EMPLOYMENT OF PARISH PERSONNEL

ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Jefferson.

SECTION 17 – COVENANT AGAINST CONTINGENT FEES

The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the ORGANIZATION any

fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability or, in PARISH's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 18 – DISCRIMINATION CLAUSE

The ORGANIZATION 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 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION 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 ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

SECTION 19 – ANNUAL APPROPRIATION

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the PARISH as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the ORGANIZATION, its successors or assigns for any further payments.

SECTION 20 — JURISDICTION

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of

Louisiana.

SECTION 21 – SEVERABILITY

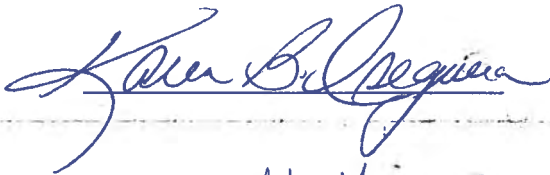

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 23 — ENTIRE AGREEMENT


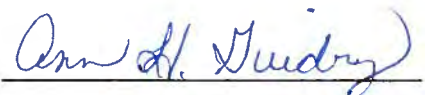
This Agreement constitutes the entire Agreement between the PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and ORGANIZATION by its authorized representative.

This Agreement is executed in 4 originals on the day, month, and year first above written.

WITNESSES:

WITNESSES:

PARISH OF JEFFERSON

BY:


Christopher L. Roberts
COUNCIL CHAIRMAN

LOUISIANA COMMUNITY &
FAMILY SERVICES, INC.

BY:


Chermaine Kelly
PRESIDENT

On motion of **Mr. Lagasse** , seconded by **Mr. Roberts** , the following resolution was offered:

RESOLUTION NO. 121074 ✓

A resolution ratifying a Cooperative Endeavor Agreement between Jefferson Parish and the **Louisiana Community and Family Services, Inc. (LACFS)** for a summer enrichment program for children to be held from June 19, 2013 through August 6, 2013 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP) for an amount not to exceed \$128,161.00; and authorizing a reimburse to LACFS for expenses related to the 2011 Summer Enrichment Program held from June 25, 2011 through August 5, 2011, not to exceed \$3,500.00 (Council Districts 1, 2, 3).

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 organization, corporation or individuals; and

WHEREAS, the Parish is authorized by the Jefferson Parish Charter § 1-01.15 to enter into this Agreement for recreational and cultural programming; and

WHEREAS, the public purpose of the Project is described as: Enriching the lives of Jefferson Parish youth by providing educational, cultural, and recreational programming in the form of summer academic enrichment programming to bring them up to grade level standards. This educational program is designed to support the whole child in his/her development physically, emotionally, and intellectually, while establishing the foundation for lifelong learning; and

WHEREAS, JeffCAP is the anti poverty agency of the Parish and conducts numerous community programs throughout its network of community and Head Start centers; and

WHEREAS, the Parish has a reasonable expectation of receiving the benefit of a summer academic enrichment program where students are provided the resources to become independent and productive Parish citizens through tutoring, mentoring, and job skills training, which is at least equivalent to the one hundred and twenty-eight thousand, one hundred and sixty-one dollars and zero cents (\$128,161.00) in consideration provided for in this Agreement; and

WHEREAS, the Parish wishes to reimburse LACFS for expenses associated with the 2011 LACFS Summer Program which ran from July 25, 2011 to August 5, 2011, of which Resolution No. 118297 entered LACFS and the Parish into a CEA for the 2011 LACFS Summer Program, in the amount of three thousand, five hundred dollars and zero cents (\$3,500.00) in consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, Jefferson Parish desires to cooperate with the LACFS in the implementation of the Project as hereinafter provided;

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. Ratifying a Cooperative Endeavor Agreement between Jefferson Parish and the Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children that will be held from June 19, 2013 to August 6, 2013 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP), and authorizing the reimbursement for expenses for the program held from July 25, 2011 to August 5, 2011.

SECTION 2. That payment associated with the Cooperative Endeavor Agreement between the Department of Jefferson Community Action Programs (JeffCAP) and Louisiana Community and Family Services (LACFS) for a summer enrichment program that will be held from June 19, 2013 to August 6, 2013, in the amount of \$128,161.00, and the reimbursement for the program held from July 25, 2011 to August 5, 2011, in the amount of \$3,500.00, is hereby authorized.

SECTION 3. That funding associated with the payment for the program shall be charged to Budget Account No. 21030-1020-205-XXXX-10390-002 in the amount of \$128,161.00 and 10010-0330-114-7331 in the amount of \$3,500.00.

SECTION 4. That the Council Chairman or in his absence, the Vice-Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this contract.

The foregoing resolution, having been submitted to a vote, the vote thereon was as follows:

YEAS: 6

NAYS: None

ABSENT: (1) Spears

The motion was declared to be adopted on this the 12th day of June, 2013.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

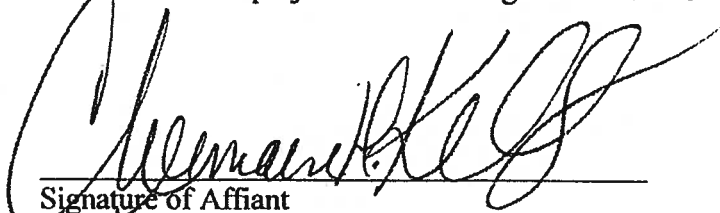
Non-Collusion
AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF Jefferson

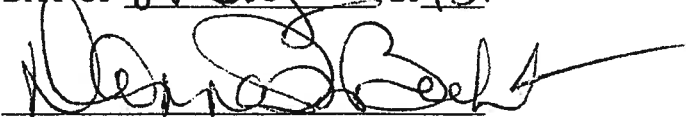
BEFORE ME, the undersigned authority, personally came and appeared,
Chermame D. Kelly, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized President of LA Community + Family Services Inc
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. _____,
to Jefferson Parish.

Affiant further said:

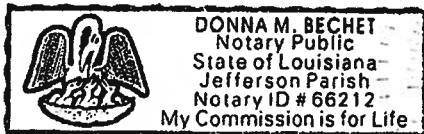
- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.


Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 8th
DAY OF May, 2013.



NOTARY PUBLIC



Updated: 2.8.2012
LA-RS § 38:2224(2011)
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Non-Conviction
AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,
Chermaine D. Kelly, (Affiant) who after being duly sworn, deposed and said that
he/she/they are fully authorized President of LA Community + Family
(Bidding Entity) the party who submitted a bid for Service Inc.
_____, Bid No. _____ and further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

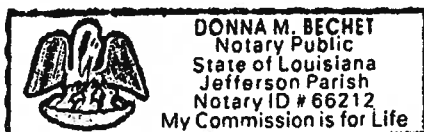
Chermaine D. Kelly
Signature of Affiant

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 8th

DAY OF May, 2013

Donna M. Bechet
NOTARY PUBLIC



Updated: 2.8.2012
LA-RS § 38:2212.9 (2011)

Solicitation Affidavit
AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

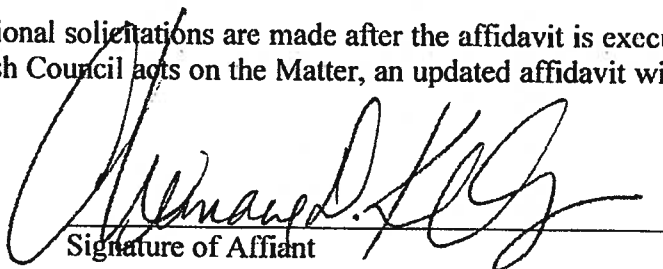
BEFORE ME, the undersigned authority, personally came and appeared:
Chermaine D. Kelly, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized President of
L.A. Community & Family Service, Inc. (Entity), the party who is contracting with Jefferson Parish on a
non-bid basis (the Matter) with the Parish of Jefferson.

(Choose ONE of the following, Choice A or B):

 Choice A: Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either ***by telephone or by personal contact***, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

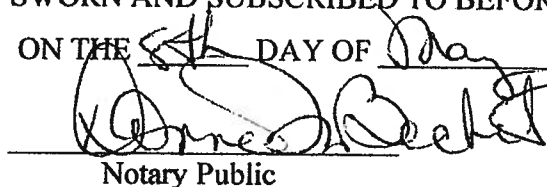
☒ **Choice B:** Affiant Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have received **no** solicitations such as those described in Choice A.

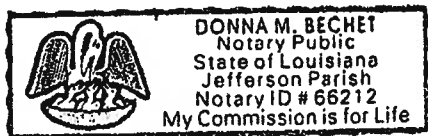
Finally, Affiant stated that if any additional solicitations are made after the affidavit is executed, but prior to the time the Jefferson Parish Council acts on the Matter, an updated affidavit will be submitted by Affiant.


Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 5th DAY OF May, 2013


Notary Public



Updated: 12.11.12 v3
Code of Ord., Jeff. Parish LA § 2-923
1 of 1

**Cooperative Endeavor Agreement
AFFIDAVIT**

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

Charmaine D. Kelly, (Affiant) who after being by me duly sworn, deposed and said

that he/she is the fully authorized President of

LA Community & Family Service Inc. (Entity), the party who submitted a proposed Cooperative

Endeavor Agreement (CEA) to

Educational Services (Briefly describe the

services the CEA will cover), to the Parish of Jefferson.

(Choose A. or B., if option A. is indicated please include a Campaign Contribution list as an attachment):

A. _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

B. ☒ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further said:

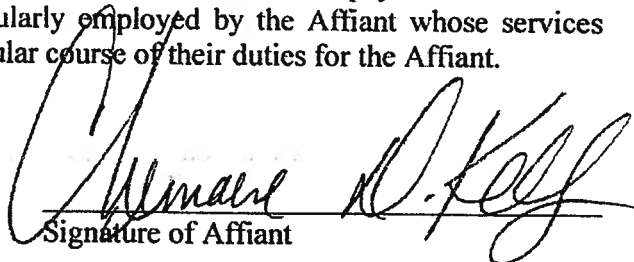
Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the CEA.

Affiant further said:

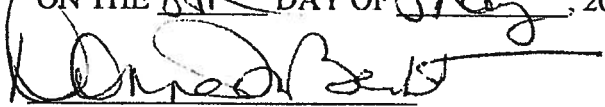
- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the CEA, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

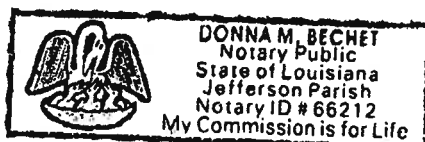
Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the CEA under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the payment made under this CEA was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.


Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 8th DAY OF May, 2013

Notary Public



Insurance Waiver
AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,
Chermaine D. Kelly, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized President of LA Community & Family Services Inc
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. _____,
to Jefferson Parish.

Affiant further said:

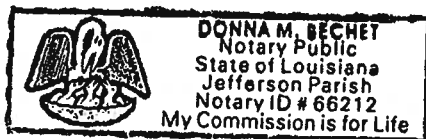
- (1) That entity does not own automobiles or use automobiles in the furtherance of the services provided under the contract.
- (2) That if the entity obtains automobiles or begins to use automobiles in the furtherance of the services provided under the contract, affiant will notify Jefferson Parish and obtain the proper coverage.

Chermaine D. Kelly
Signature of Affiant

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS 8th
DAY OF May, 2013.

Donna M. Bechet
NOTARY PUBLIC



Campaign Contribution
AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:
Chermaine D. Kelly, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized President of
Louisiana Community Family Services Inc. (Entity), the party who submitted a
Proposal/Contract/Bid/RFP/SOQ No. _____ (the Matter), to the Parish of Jefferson.
(Choose one of the following):

____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

☒ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

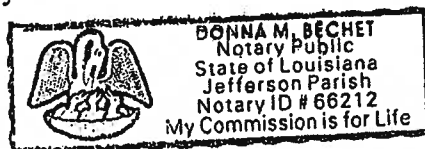
Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

Chermaine D. Kelly
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 28 DAY OF May, 2013

Donna M. Bechet
Notary Public



Updated: 2.20.12
Code of Ord., Jeff. Parish LA § 2-923-923.1
1 of 3

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
 - (1) An affidavit attesting:
 - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
 - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
 - (2) An affidavit attesting to:
 - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
 - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
 - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
 - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

COMMERCIAL INSURANCE.NET LLC/PHS
PO BOX 33015
SAN ANTONIO TX, 78265

Jefferson Parish
Attn: Jefferson Community
Action Program
1221 ELMWOOD PARK BLVD STE 402
NEW ORLEANS, LA 70123



CERTIFICATE OF LIABILITY INSURANCE

KAS
R054DATE (MM/DD/YYYY)
03-27-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMMERCIAL INSURANCE.NET LLC/PHS 383397 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input type="checkbox"/>	<input type="checkbox"/>	██████████	03/17/2013	03/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	██████████	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Those usual to the Insured's Operations.
--

CERTIFICATE HOLDER Jefferson Parish Attn: Jefferson Community Action Program 1221 ELMWOOD PARK BLVD STE 402 NEW ORLEANS, LA 70123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

CERTIFICATION

In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. This certification is made in reliance upon the certification of the requesting Department's Director that the Parish is in compliance with all grant requirements, as well as certification of the Department of Finance regarding the availability of funds, and the legality of all financial transactions pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: CEA with Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children to be held from June 19, 2013 through August 6, 2013 under the auspices of the Department of Jefferson Community Action Programs for an amount not to exceed \$128,161.00; and authorizing a reimburse to LACFS for expenses related to the 2011 Summer Enrichment Program held from June 25, 2011 through August 5, 2011, not to exceed \$3,500.00.

Parish Council Approval: Resolution No. 121074 adopted June 12, 2013.


DEBORAH CUNNINGHAM FOSHEE
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 20 day of
June 2013.


Signature

Printed Name E. Ross Buckley, Jr.
Notary Public
LA Bar No. 3627

Notary or Bar Roll Number 0000000000, State of LA

My Commission is Issued for Life
JOSEPH S. YENNI BLDG - 1221 ELMWOOD PARK BLVD - SUITE 701 - JEFFERSON, LA 70123 OFFICE 504.736.6300 - FAX 504.736.6307

GENERAL GOVERNMENT BLDG - 200 DERBIGNY ST - SUITE 5200 - P O BOX 9 - GRETN, LOUISIANA 70054 - OFFICE 504.364.3822 FAX 504.364.2673 098

On motion of **Mr. Lagasse** , seconded by **Mr. Roberts** , the following resolution was offered:

RESOLUTION NO. 121074

A resolution ratifying a Cooperative Endeavor Agreement between Jefferson Parish and the **Louisiana Community and Family Services, Inc. (LACFS)** for a summer enrichment program for children to be held from June 19, 2013 through August 6, 2013 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP) for an amount not to exceed \$128,161.00; and authorizing a reimburse to LACFS for expenses related to the 2011 Summer Enrichment Program held from June 25, 2011 through August 5, 2011, not to exceed \$3,500.00 (Council Districts 1, 2, 3).

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 organization, corporation or individuals; and

WHEREAS, the Parish is authorized by the Jefferson Parish Charter § 1-01.15 to enter into this Agreement for recreational and cultural programming; and

WHEREAS, the public purpose of the Project is described as: Enriching the lives of Jefferson Parish youth by providing educational, cultural, and recreational programming in the form of summer academic enrichment programming to bring them up to grade level standards. This educational program is designed to support the whole child in his/her development physically, emotionally, and intellectually, while establishing the foundation for lifelong learning; and

WHEREAS, JeffCAP is the anti poverty agency of the Parish and conducts numerous community programs throughout its network of community and Head Start centers; and

WHEREAS, the Parish has a reasonable expectation of receiving the benefit of a summer academic enrichment program where students are provided the resources to become independent and productive Parish citizens through tutoring, mentoring, and job skills training, which is at least equivalent to the one hundred and twenty-eight thousand, one hundred and sixty-one dollars and zero cents (\$128,161.00) in consideration provided for in this Agreement; and

WHEREAS, the Parish wishes to reimburse LACFS for expenses associated with the 2011 LACFS Summer Program which ran from July 25, 2011 to August 5, 2011, of which Resolution No. 118297 entered LACFS and the Parish into a CEA for the 2011 LACFS Summer Program, in the amount of three thousand, five hundred dollars and zero cents (\$3,500.00) in consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, Jefferson Parish desires to cooperate with the LACFS in the implementation of the Project as hereinafter provided;

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. Ratifying a Cooperative Endeavor Agreement between Jefferson Parish and the Louisiana Community and Family Services, Inc. (LACFS) for a summer enrichment program for children that will be held from June 19, 2013 to August 6, 2013 under the auspices of the Department of Jefferson Community Action Programs (JeffCAP), and authorizing the reimbursement for expenses for the program held from July 25, 2011 to August 5, 2011.

SECTION 2. That payment associated with the Cooperative Endeavor Agreement between the Department of Jefferson Community Action Programs (JeffCAP) and Louisiana Community and Family Services (LACFS) for a summer enrichment program that will be held from June 19, 2013 to August 6, 2013, in the amount of \$128,161.00, and the reimbursement for the program held from July 25, 2011 to August 5, 2011, in the amount of \$3,500.00, is hereby authorized.

SECTION 3. That funding associated with the payment for the program shall be charged to Budget Account No. 21030-1020-205-XXXX-10390-002 in the amount of \$128,161.00 and 10010-0330-114-7331 in the amount of \$3,500.00.

SECTION 4. That the Council Chairman or in his absence, the Vice-Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this contract.

The foregoing resolution, having been submitted to a vote, the vote thereon was as follows:

YEAS: 6

NAYS: None

ABSENT: (1) Spears

The motion was declared to be adopted on this the 12th day of June, 2013.

**THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY**



**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

Approved Contract to
Jefferson Parish 2013
Community Service
Block Grant





1001 North 23rd Street
Post Office Box 94094
Baton Rouge, LA 70804-9094

(O) 225-342-2679
(F) 225-342-7960
www.laworks.net

Bobby Jindal, Governor
Curt Eysink, Executive Director

Office of Workforce Development

August 21, 2012

Current Grant

Mr. Jedidiah Jackson, Executive Director
Jefferson Community Action Programs
1221 Elmwood Park Blvd, Suite 402
Jefferson, Louisiana 70123

Re: CSBG Subgrant No. 2013P0001

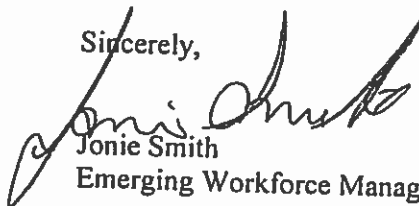
Dear Mr. Jackson:

Enclosed is your approved Community Services Block Grant (CSBG) 2013 Subgrant. Please note that funds will be available only upon receipt of a Letter of Credit. You agree to administer this grant, with the acceptance of this award, in compliance with conditions set forth in the applicable CSBG Operating Memorandums; CSBG Program Issuances; CSBG Statute; CSBG Information Memorandums (IM), and Office of Management and Budget Circulars as well as terms and conditions outlined in your contract.

Cost grouping of salaries identified as administrative or program activities on the position and staff costs page(s) of your Contract must comply with CSBG Information Memorandum, Transmittal 37. Direct charging of costs to "program activities" is appropriate when the cost incurred is directly identified with the delivery of a particular project, service, or activity necessary to achieving an outcome intended by the funding program. The expenses under "administration" are those costs identified as general executive and administrative offices functions which do not relate solely to any other major function of the organization such as the executive director, accounting, office of personnel, management information systems, operation and maintenance expense, etc. Special care should be exercised to ensure that costs associated with salaries comply with the federal guidance.

Failure to adhere to the above referenced guidance may cause the suspension of grant funds. Note that any disallowed cost associated with the grant is the sole responsibility of your agency. Please review this Contract and provide copies to the appropriate staff responsible for CSBG activities. Should you have questions, please contact your assigned CSBG Program Specialist, or Ms. Lillian Thrash, CSBG Supervisor, at (225) 342-3474.

Sincerely,


Jonie Smith
Emerging Workforce Manager

JS/LT/cg

c: Mr. Brian Washington, Board Vice President
Thrash
Contracts/Grants
CSBG files

716510

**STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION
SOCIAL SERVICES CONTRACT – COMMUNITY SERVICES BLOCK GRANT**

This Contract is entered into between the Louisiana Workforce Commission, Office of Workforce Development, 1001 North 23rd Street, Post Office Box 94094, Baton Rouge, Louisiana 70804-9094, hereinafter referred to as "Grantor," and Jefferson Community Action Programs, 1221 Elmwood Park Blvd., Suite 402 Jefferson LA. 70123, hereinafter referred to as "Subgrantee," to provide services and programs in accordance with the provisions of the Community Services Block Grant Act of 1981, as amended ("CSBG").

CONTRACT TERM

This Contract shall begin on October 1, 2012 and shall end on September 30, 2014. However, this Contract is not effective and no payments will be made to the Subgrantee until it is signed by the Grantor and the Subgrantee and approved by the Executive Director of Louisiana Workforce Commission or his designee.

MAXIMUM CONTRACT AMOUNT

In consideration of the services described in this Contract the Grantor hereby agrees to pay the Subgrantee a maximum fee of \$1,326,254 for Federal Fiscal Year 2013. Of this amount, \$1,326,254 is Regular CSBG Funds and \$ 0 is Discretionary Funds.

SUBGRANTEE'S TAX ID

The Subgrantee's Federal Tax ID # is

DESCRIPTION OF WORK AND OBJECTIVES

Subgrantee hereby agrees that funds made available by the Grantor will be used to carry out programs and activities as permitted by the Community Services Block Grant (P.L. 97-35, Title VI, Section 671; 42 USC § 9901, et seq) and as outlined in its approved CSBG State Plan. Subgrantee further agrees that funds made available by the Grantor may not be expended prior to the receipt and approval of its Community Action Plan. A Community Action Plan must consist of the following: Goals and Outcomes, Budget Summary, Position & Staff Costs, and Funding Resource Pages and Subgrantee Support Costs and Service Delivery System.

CSBG ASSURANCES

To assure the most effective use of Community Services Block Grant funds to attain a measurable and positive impact on the causes of poverty, the Subgrantee assures that activities funded on the local level conform to one or more of the following activities to assist low income individuals and families, including families and individuals who are attempting to transition off a State program carried out under Part A of Title IV of the Social Security Act, homeless

- a. to remove obstacles and solve problems which block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under Part A of Title IV of the Social Security Act);
- b. to secure and maintain meaningful employment;
- c. to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;
- d. to make better use of available income;
- e. to obtain and maintain adequate housing and a suitable living environment;
- f. to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs;
- g. to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partnerships to – (a) document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and (b) strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;
- h. to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing crime, such as programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation and entrepreneurship programs) and after-school child care programs;
- i. to make more effective use of and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts);
- j. to ensure each fiscal year for which an eligible entity receives a grant under Section 675C, such entity shall – (a) inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this subtitle about the availability of child support services; and (b) refer eligible parents to the child support offices of State and local governments;
- k. to provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals;
- l. to coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals and to avoid duplication of such services;
- m. to ensure coordination between antipoverty programs in each community in the State, and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI, The Low-Income Home Energy Assistance Program of Public Law 97-35 (relating to low-income home energy assistance) are conducted in communities; and
- n. to encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

PARTICIPANT ELIGIBILITY REQUIREMENTS

Participants receiving assistance must meet CSBG income guidelines—125% of the Health and Human Services Poverty Guidelines in effect at the time of application for assistance.

CHARGING OF FEES

No individual participating in any activity resulting in obtaining employment shall be required to pay a fee to the Subgrantee, its agents or any other firm as a condition of employment.

PERFORMANCE MEASURES, PROVISIONS AND EVALUATION

• Performance Measures and Provisions

The Subgrantee will follow its associated approved Community Action Plan and the provisions of this Contract. At a minimum, the number of planned outcomes achieved must meet 85% of the planned percentage of accomplishments utilizing the actual number in the outcome group and the actual number achieving the planned outcome. These standards will remain in effect unless other standards are approved by the Grantor.

Subgrantee may not amend its Contract agreement to reduce the number of CSBG-reported activities or the goals for these activities after the eleventh-month of a Program Year unless information is submitted that justifies the changes *i.e.*, loss/reduced funding. In no instance shall an amendment to the Contract goals and outcomes be allowed after end of Program Year.

Failure to follow its Community Action Plan, other Contract provisions and/or meet performance standards may be used to reduce or terminate CSBG funding during the current or following year.

• Evaluation

The Grantor shall conduct a monitoring review/evaluation of the operation of each Subgrantee at least once every three years. Monitoring will include review of the Subgrantee's administrative, fiscal, programmatic, and other areas of operation. Compliance with the terms of this Contract and progress toward meeting its provisions will be used by the Grantor to evaluate the Subgrantee's performance. The Subgrantee will be notified of the results of the monitoring/evaluation. Monitoring is discussed in more detail in this contract under the heading titled Monitoring Plan for CSBG Subgrantees.

PAYMENT TERMS

• Payments

Payments will be made to the Subgrantee on a cost reimbursement basis. Debts are considered paid when incurred and therefore are eligible for reimbursement. Payments or reimbursements are conditioned on the full and satisfactory performance of the Subgrantee's obligations under

this Contract. The Grantor shall be liable, subject to the receipt of funds from the federal government and the limitations provided in this Contract, for the actual costs incurred to perform the activities listed in the Contract, but in no case shall Grantor be liable for any amount that exceeds the maximum contract amount stated on page 1 of this Contract unless the maximum contract amount is increased by an amendment to this Contract.

It is understood and agreed that if the Subgrantee fails to timely submit any reports (including audits) or repay disallowed costs required by the Grantor, the Grantor reserves the right to withhold any or all payments due to the Subgrantee until such time as the required reports are received.

- **Request for Funds Procedure**

The Subgrantee shall complete a request for funds for submission to the Grantor ten (10) days prior to the date the funds are required. The request for funds shall reflect only the amount, which will be expended in a three (3) day period. A copy with original signatures shall be submitted to the Grantor via mail or email at CSBG@lwc.la.gov.

USE OF FUNDS

- **Allowable Costs - General**

Funds received as a result of this Contract may be used only for reasonable costs in support of those activities described in this Contract which are permitted by the CSBG Act and are included in the approved CSBG State Plan.

- **Specific Uses of Funds**

Any use of funds received and expended as a result of this Contract must be reasonable and only for and in support of the activities described in the approved Contract. The signature of the authorized individual of the Subgrantee and the grant officer, as designated by the Governor, must be affixed to the Contract prior to the expenditure of funds. In emergency situations, a letter of intent, with the signature of the authorized individual of the Subgrantee and the grant officer, as designated by the Governor, will serve as authorization to perform activities for a period not to exceed 30 days. Further, changes to the Contract, which are not substantial, may be approved in writing by the Grantor agency. These changes must be incorporated into the Contract by a Contract amendment and/or revision.

- **Unallowable Costs**

CSBG funds may not be expended for the following activities, items or expenditures:

- a. any entertainment costs;
- b. any activity not specifically described in the Contract, except as noted in the above-referenced section (Specific Uses of Funds);
- c. any activity specifically denied by federal or state act or regulation;

- d. any activity which consists of lobbying and/or political activities;
- e. any activity to provide voters and prospective voters with transportation to the polls in connection with an election or any voter registration activity;
- f. any fines or penalties resulting from violations of any federal, state or local laws;
- g. any discounts allowed for timely payment of invoices;
- h. any bank charges resulting from overdrawn accounts;
- i. any interest, penalty or additional costs for any reason;
- j. any deficits in any other grants received by the agency;
- k. the cost of employee benefits not available to other similarly employed employees of the Subgrantee; and
- l. any portion, other than 100%, of the cost of equipment purchased with a unit price of \$250 or more.

• **Contingency Fees and Other Prohibited Fees**

The Subgrantee shall not employ any person or firm to solicit or secure this Contract under agreement for any commission, percentage, brokerage or contingent fee. Failure to comply with this provision shall give the Grantor the right to terminate this Contract or to deduct the amount of such commission, percentage, brokerage or contingency fee.

• **Costs Requiring Prior Approval**

CSBG funds may be used for the following activities only if prior written approval has been received from the Grantor (inclusion in the Contract does not provide prior approval):

- a. subcontract and third party agreements for social, professional, consulting and personal services including legal, accounting, etc. except as may be noted in other written instructions from CSBG;
- b. equipment, which has a unit purchase price of \$1,000 or more before taxes;
- c. any costs incurred by or reimbursement to persons (staff) not in positions listed in the approved Contract, except board members;
- d. contracts for the lease of space; and
- e. the purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy related home repairs) of any building or other facility.

COMPLIANCE

• **General**

The Subgrantee shall abide by and comply with all federal, state and local laws; all federal, state and local regulations; and all rules of the grant in the operation of programs under this Contract. The Subgrantee shall provide assurance to the Grantor that any subcontracts and/or third party agreements shall comply with all federal, state and local laws and regulations, and all rules of the Grantor.

• **Laws and Regulations Incorporated by Reference**

The provisions of the following acts, and any regulations promulgated pursuant to these acts, are incorporated into and made a part of this Contract:

- a. Community Services Block Grant Act, Subtitle B., Omnibus Budget Reconciliation, Public Law 97-35 and amendments
- b. La. R.S. 23:61 through 23:66
- c. 45 CFR, Parts 16, and 96, July 6, 1981
- d. Community Services Block Grant (CSBG) State Regulations, LAC Title 40, Part XVII
- e. Drug Free Workplace Act of 1988
- f. Americans with Disabilities Act
- g. Pro-Children Act of 1994 (PL 103-227, Part C.)

The Subgrantee will comply with any amendments and/or revisions to the above acts and/or regulations and any other acts which may govern the operation of the CSBG immediately upon notification.

• **State CSBG Plan**

The Subgrantee shall comply with the provisions of the CSBG State Plan as approved by the U.S. Department of Health and Human Services and the Governor of Louisiana.

BOARD REQUIREMENTS

• **Applicability**

In order to initially receive 90% CSBG funds and to maintain eligibility for CSBG funding, private not-for-profit agencies must maintain a governing board and public agencies must maintain an advisory board which meets the requirements of the CSBG Act. A list of board members, the segment each represents, their mailing address, and their terms must be submitted with each application for CSBG funding. That list must be updated when changes are made and the updated list submitted to CSBG. Each parish served with CSBG funds must have representatives on the board from each segment represented.

• **Size of Board and Term Limitation**

Governing boards for private nonprofit agencies and advisory boards for public agencies shall consist of not less than 15 or more than 36 members, who shall broadly represent the area served by the Subgrantee.

The terms of board members representing the selected public officials segment of the board shall coincide with their terms of elective office. The terms of all other board members shall not exceed five years and they shall serve no more than two consecutive terms without serving an inactive year.

◦ **Structure of Board and Selection of Board Members for a Community Action Agency or Nonprofit Private Organization**

In order for a private, nonprofit entity to be considered to be an eligible entity for purposes of Section 673(1) of the CSBG Act, the entity shall administer the Community Services Block Grant program through a tripartite board described in the following paragraphs that fully participates in the development, planning, implementation, and evaluation of the program to serve low-income communities. Further, the members of the board selected in accordance with this paragraph shall be selected by the entity and the board shall be composed so as to ensure that:

- a.. one-third of the members of the board are elected public officials, currently holding office, or their representatives, except that if the number of such elected public officials reasonably available and willing to serve on the board is less than one-third of the membership of the board, membership on the board of appointive public officials or their representative may be counted in meeting such one-third requirements.
- b. not fewer than one third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served, and each representative of low-income individuals and families resides in the neighborhood served by the member; and
- c. the remainder of the members are officials or members of business, industry, labor, religious, welfare, education or other major groups and interests in the community served.

◦ **Structure of Board and Selection of Board Members for a Public Organization**

In order for a public organization to be considered an eligible entity for the purposes of Section 673(1) of the CSBG Act, the entity shall administer the Community Services Block Grant Program through:

- a. a tripartite board, which shall have members selected by the organization and shall be composed so as to assure that no fewer than one-third of the members are chosen in accordance with democratic selection procedures adequate to assure that--
 1. members are representatives of the low-income individuals and families in the neighborhood served;
 2. reside in the neighborhood served; and
 3. are able to participate actively in the development, planning, implementation, and evaluation of programs funded under the CSBG Act; or
- b. another mechanism specified by the State to assure decision making and participation by low-income individuals in the development planning, implementation and evaluation of programs funded by the CSBG Act.

Each eligible entity must submit a list of board members that establishes that it has a board that meets requirements.

- **Bylaws**

The board shall adopt bylaws that include the length of service of its members, the allowableness of alternates, a policy for individuals and organizations to petition for membership, and the responsibilities of the board. These bylaws shall be available for review by the Grantor.

The governing board of a community action agency or private nonprofit organization shall have the power to appoint a person to a senior staff position; determine fiscal and program policies; approve all rules and procedure; and ensure compliance with all conditions which relate to their responsibilities. Such actions shall be consistent with the policies promulgated by the Grantor. If the designated community action agency is under local government authority, the community action agency advisory board shall have no powers as outlined in this section other than to advise the community action agency where the subdivision has reserved much of the authority.

The board shall develop policies and procedures that provide a means for low-income individuals, community organizations, or religious organizations, or representatives of low-income individuals that considers its organization or low-income individuals to be under-represented on the board to petition for adequate representation.

- **Conflict of Interest**

No board member shall engage in any selection, award, or administration of a subgrant or contract supported in total or part with CSBG funds if a conflict of interest, real or apparent, exists. Such a conflict exists when the individual, any member of the individual's immediate family, the individual's partner or an organization that employs or is about to employ the individual has a financial interest in the award, subgrant or contract. To the extent applicable, the board members shall comply with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*

For the purpose of this part immediate family is defined as a board member's children, children's spouses, brothers or sisters and their spouses, parents, spouse, and the parents of his or her spouse.

- **Reimbursements to Board Members**

Board members may be reimbursed for travel required to carry out their responsibility to assure compliance with the CSBG Contract. Travel shall be in accordance with the approved travel policy of the Subgrantee, and must be documented and approved by the president of the board, but in no event shall any travel reimbursement from CSBG funds exceed those amounts allowed under the State travel policy, Division of Administration Policy and Procedure Memorandum 49. Board members shall not be paid a salary or reimbursed for any expenses other than travel expenses.

- **Meal Reimbursement for Board Meetings**

The cost of meals in conjunction with scheduled board business meetings is allowable for board members and necessary CSBG staff. Reimbursement for such meals shall be limited to those amounts allowed by State travel policy, Division of Administration Policy and Procedure Memorandum 49. Entertainment costs (i.e., costs of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, and gratuities) are unallowable costs under this Contract and shall not be reimbursed or paid with Contract funds.

SUBCONTRACTOR AND/OR THIRD PARTY AGREEMENTS

- **Monitoring**

The Grantor reserves the right to review and monitor the activities covered by any contract, subcontract, or third party agreement entered utilizing CSBG funds in whole or part.

- **Contract Content**

All subcontracts and agreements entered into by Subgrantee utilizing CSBG funding, with the exception of lease of space agreements, shall contain at a minimum the following information:

- a. name and address of the contractor or third party;
- b. a description of the services to be offered;
- c. the maximum fee to be charged;
- d. a provision requiring the contractor to pay all applicable taxes;
- e. a provision allowing for the review of records by the Legislative Auditor of the State; and
- f. a cancellation clause.

Leases for space shall contain the following:

- a. name and address of lessor and lessee;
- b. a description of the space leased, including the square footage and address;
- c. the maximum fee to be charged;
- d. the starting and ending date of the contract;
- e. the signature of both parties;
- f. a 30 day cancellation clause; and
- g. an availability of funds clause.

- **Subcontracts and Third Party Agreements Requiring Prior Approval**

All subcontract and third party agreements for social, professional, consulting and personal services including legal, accounting, etc. must have prior approval from the Grantor, except as otherwise noted in other written instructions from the Grantor.

FISCAL SYSTEM REQUIREMENTS

◦ General Responsibilities

The Subgrantee shall have a fiscal system which will provide adequate documentation to reflect expenditures for this Contract, provide a clear audit trail, and provide assurance that fraud or abuse of the funds are prevented.

◦ Special Bank Account

Upon request, the Subgrantee shall provide the Grantor a written certification that a special bank account has been established or that the requirements of the Special Bank Account—Public Agency subsection immediately below are being met. The written certification shall be made a part of this Contract. The bank account must be established with a member bank of the Federal Reserve System or an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act of 1950 (872 USC 265).

Funds may be withdrawn from this bank account by the Subgrantee only for the purpose of making payments for allowable costs within the terms of federal and state laws, and this Contract, or to reimburse the Grantor in compliance with the closeout procedures of this Contract.

The Grantor reserves the right to attach the bank account established by the Subgrantee for the purpose of recouping funds advanced under this Contract and the right to seal the bank account in the event of termination of the Contract.

◦ Special Bank Account—Public Agency

Public agencies or departments of a political subdivision whose receipt, recording and disbursement of all funds is by the financial department of the political subdivision may maintain CSBG funds in the same manner as all other federal funds. Receipt and disbursements of CSBG funds are to be readily identifiable and kept in a separate journal or separately coded. Codes are also to be changed annually identifying the program/fiscal year of the Contract.

◦ Three Day Cash Supply

The Subgrantee agrees that funds received under this Contract will be expended within three days of receipt of the funds and that no funds received under this Contract will be held longer than three (3) days unless authorization has been granted by Grantor.

◦ Commingling of Funds

Commingling or mixing of funds received under this Contract with funds received from any other Contract from Grantor or any other source is specifically prohibited. Only CSBG funds may be deposited into the CSBG bank account.

- **Accounting System**

The Subgrantee shall establish a modified accrual accounting system, which contains complete and accurate records that will justify and document all expenditures, reflect all accruals, and provide a clear audit trail to the point of origin. The costs shall be segregated as directed by the budget of this Contract. Financial accounting may be performed by an accounting firm other than the Subgrantee provided written approval had been received from the Grantor.

- **Indirect Costs**

The Subgrantee will not be reimbursed for any indirect cost unless the indirect cost rate has been approved by a federally cognizant agency and the Subgrantee has received prior written approval from the Grantor to charge the indirect cost to this Contract. If such approval and documentation of it is included in a Contract proposal or an amendment submitted by the Subgrantee, the approval of the Contract or amendment shall constitute approval of the indirect cost.

- **Cost Allocation**

The Subgrantee will be reimbursed only for the actual costs incurred in any line item in the budget. Cost allocation may be used only if the Subgrantee has documentation for the formula to be used for that purpose and the other sources of funds and amounts are noted on the invoice or other instrument authorizing payments.

- **Line Item Budget— Limitations on Expenditures and Transfers of Funds**

The transfer of funds, up to \$500, from one cost category (Administrative Cost, Program Activities cost, and/or Direct CSBG Activities) to another is allowed without prior written approval from the Grantor. The Subgrantee may also transfer any amount between line items, within a cost category, without prior approval from the Grantor. Notification of transfers within a cost category or to other categories must be forwarded to the Grantor's CSBG unit for the record, accompanied by documentation showing the transfer of funds.

Planned payments for individual salaries supported by CSBG may not exceed the approved payments by more than \$500. The total amount approved for administrative and activities salaries may not exceed the budgeted amount by more than \$500 in accordance with the preceding paragraph.

- **Bonding**

Upon request by the by the Grantor, the Subgrantee shall furnish the Grantor proof that each employee and officer of the Subgrantee who is responsible for the receipt, custody or disbursement of funds is covered by a fidelity bond. A corporate surety licensed to do business in Louisiana shall issue such bond.

The fidelity bond shall agree to indemnify the Subgrantee against any direct loss of money or other personal property for which the Subgrantee is responsible under the terms of this Contract.

The bond shall be in the amount of \$100,000 or the maximum amount expected to be received in any month, whichever is the less. Written notice shall be given to the Grantor immediately in the event of cancellation of the fidelity bond or the inability to obtain such coverage.

- **Closeout Procedures**

The Subgrantee shall submit a closeout package at the end of each grant period to the Grantor as required by the established policies of the Grantor. The closeout package must be received by the Grantor no later than 45 days after the ending date of the Contract or as otherwise specified in written instructions from the Grantor.

The closeout package shall include, but not by way of limitation, an expenditure report marked "FINAL" reflecting all costs related to the Contract, a clear copy of the final bank statement, a check for all excess funds, and a letter certifying that all obligations have been met.

Any monies advanced to the Subgrantee and not spent at the time the closeout package is submitted shall be returned to the Grantor with the closeout package. Failure to submit payment of unspent funds may result in failure to approve a Contract for later fiscal/program years and/or the suspension of payments due.

REPORTS

- **Reports - General**

The Subgrantee shall submit to the Grantor such reports as Grantor requires for the purpose of monitoring compliance with the federal and state laws and the provisions of this Contract. Such reports shall be correct and submitted in the format and by the dates established by the Grantor. Failure to comply with the reporting requirements may result in the suspension and/or delay of funds being forwarded to the Subgrantee.

- **Monthly Report of Expenditures**

The Subgrantee shall submit reports on a monthly basis of expenditures in a manner such that it is received by the Grantor no later than the fifteenth (15) day of the following month, unless otherwise specified by written instruction from the Grantor. The expenditure report shall reflect the actual and accrued expenditures at the end of a program year (October thru September). A copy with original signatures shall be submitted to the Grantor via mail or email at CSBG@lwc.la.gov. The expenditure reports shall include such attachments as are required by the Grantor to substantiate the use of the funds. Failure to submit reports as established by deadlines may result in a delay or suspension of funds for the Subgrantee.

- **Activity Reports**

The Subgrantee shall submit to the Grantor such activity reports as by the Grantor. The reports shall be correct and in the format as established by the Grantor. The activity reports shall be submitted at a minimum at the end of each quarter, and shall be submitted so the Grantor will

receive it no later than 15 days after the end of the report period unless otherwise specified by written instructions from the Grantor. A copy with original signatures shall be submitted to the Grantor via mail or email at CSBG@lwc.la.gov. Failure to submit correct reports and as established by deadlines may result in a delay or suspension of funds for the Subgrantee.

MAINTENANCE OF AND ACCESS TO CONTRACT DOCUMENTS AND RECORDS

The Subgrantee shall maintain such records and documentation as are required by the Grantor, make such reports as are required by the Grantor, and make accessible to the Grantor such records as are required to document the expenditures of funds under this Contract.

• Fiscal Records

The Subgrantee shall maintain such records as are required to establish fiscal accountability and participant eligibility and make such records available to the Grantor, or its agent, for review and evaluation. The Subgrantee shall maintain the original source documents to substantiate all expenditures of funds under this Contract and any other fiscal records required by the Grantor.

• Participant Records

The Subgrantee shall maintain the records required to document the eligibility of any participant who receives services under this Contract. The records shall contain the information required by the policy of the Grantor.

• Accessibility of Records

All records, fiscal, administrative, and programmatic, shall be available for review, audit or other purposes by the Grantor, the Federal Grantor Agency and the Comptroller General of the United States, or their duly authorized representative, to assure compliance with federal and state laws and regulations and the provisions of this Contract. The Grantor reserves the right to copy any records of this Contract for the purpose of assuring compliance.

• Maintenance of Records - Period of Retention

The Subgrantee agrees to maintain all the original fiscal, administrative and programmatic records of this Contract for a period of three (3) years after the ending date of the contract, submission of the final expenditure report or the final resolution of any audits, whichever is the later.

PROCUREMENT REQUIREMENTS FOR PURCHASES AND LEASES

All purchases or leases of goods and services must comply with LA. R.S. 39:1551 *et seq.*, the State Procurement Code, CSBG regulations, and all amendments thereto, unless otherwise allowed by CSBG State Regulations or these clauses. If Subgrantee's procurement policy or the federal procurement policy is more restrictive, however, the most restrictive policy must be followed. See also Chapter 15 (LAC 40, Part XVII) of the State CSBG State Regulations.

CSBG funds may be used to lease or rent space for facilities utilized to fulfill the purpose of the CSBG Act. CSBG procurement requirements must be followed and lease agreements must contain the information and clauses required under the Subcontractor and/or Third Party Agreement clause of this Contract. Copies of leases or other agreements for space that require the use of CSBG funds in whole or part must be submitted to the CSBG unit in advance for review prior to the use of CSBG funds, and shall include a written explanation of the terms of any unwritten agreements for the use of space. In some cases OMB Circulars, which apply to CSBG cost reimbursements, do not allow rent to be charged to CSBG funds. A usage fee or depreciation may be charged for space in some cases. Refer to OMB Circulars A-87, Cost Principles for State, Local and Indian Tribal Governments, and A-122, Costs Principles for Nonprofit Organizations, covering rent for additional information.

Subgrantee may also purchase items directly from the State Contract Bid List.

EQUIPMENT

- **General Responsibilities**

Subgrantee shall maintain all equipment purchased with CSBG funding in good working order and limit its use to approved CSBG activities.

- **Inventory**

The Subgrantee shall maintain an inventory for all equipment purchased with CSBG funds that has a unit acquisition cost of \$250 or more prior to taxes. The inventory must include a description of the equipment including the serial number, acquisition cost, and property tag number, which shall be affixed upon receipt to all inventoried equipment. The inventory also must note the location of CSBG equipment. A complete inventory listing all CSBG equipment must be submitted with the annual closeout package. Equipment, which is part of the state inventory of property, will be inventoried in accordance with state requirements.

- **Ownership**

The ownership of equipment purchased with CSBG funds remains with the Subgrantee until termination of the Contract, the Subgrantee ceases to operate, or the equipment is disposed of, whichever occurs first. CSBG equipment may not be disposed of without following the requirements of these clauses pertaining to the disposal of equipment. If this Contract is terminated or the Subgrantee ceases to operate, equipment purchased with CSBG funds will be returned to the Grantor for use in CSBG-approved activities. Equipment purchased prior to December 20, 1995 is part of the State inventory of property and is considered property of the Grantor.

- **Disposal**

CSBG equipment with a unit price of \$250 or more may not be disposed of by the Subgrantee without prior written approval from the Grantor. Income resulting from the disposal of

equipment shall be considered program income and must be used for approved CSBG activities. Equipment purchased prior to December 20, 1995 will be part of the state inventory of property and disposed of in accordance with state property requirements.

PREVENTION OF FRAUD AND ABUSE

To ensure the integrity of the CSBG programs, the Subgrantee shall establish, maintain and utilize internal management procedures sufficient to prevent fraud and other program abuses. Fraud is defined as a deliberate action which would result in deceitful practices and intentional misconduct. Abuse means to make wrongful use of or to violate the provisions of the federal and state laws and regulations, the provisions of this Contract, and the policies of the Grantor.

CONFLICT OF INTEREST

The Subgrantee shall ensure that no employee of the Subgrantee, no member of its board, nor any person involved in the review and approval of the Contract shall participate in any decisions regarding any activity which would result in monetary gain for that individual, any member of individual's immediate family as defined at LA.R.S 42:1102, the individual's partners or an organization that employs or is about to employ individual. To the extent applicable, the Subgrantee and its employees shall comply with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*

The Subgrantee certifies that none of its employees or its officers has an interest, direct or indirect, which would conflict with the activities of this Contract, and that no person having such interest shall be employed by the Subgrantee.

The Subgrantee shall require all subcontractors to comply with this clause as a condition of award.

POLITICAL AND LOBBYING ACTIVITIES

The Subgrantee shall ensure that no funds provided under this Contract shall be used for any political or lobbying activity. The Subgrantee shall prohibit any activities to provide voters and/or prospective voters with transportation to the polls, or provide similar assistance in connection with an election or any voter registration activity. Programs assisted under the CSBG Act will not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with:

- a. any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
- b. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
- c. any voter registration activity.

Each CSBG Subgrantee will provide assurances to the effect of the aforementioned prohibition against political activities.

For the purpose of Chapter 15 of Title 5, United States Code, any entity that assumes responsibility for planning, developing, and coordinating activities under the CSBG Act and receives assistance under the Act shall be deemed to be a state or local agency. Any entity receiving funding under the Act will be deemed to be a state or local agency for the purpose of paragraphs (1) and (2) of Section 1502(a) of the aforementioned title.

PERSONNEL AND TRAVEL POLICIES

The Subgrantee shall establish, with its board's approval, personnel and travel policies that comply with the requirements of federal and state laws and regulations and the policies of the Grantor. The Grantor shall reserve the right to review compliance to these policies as a part of the review of the operation of the Contract.

INDEPENDENT AGENCY

The Subgrantee shall operate under this Contract as an independent agency and not as an officer, agency or employee of the Grantor. In no event shall any person employed by the Subgrantee or any subcontractor of the employee be considered to be an employee of the Grantor.

The Grantor shall not be liable to the Subgrantee for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana and no employee of the Subgrantee shall be considered an employee of the Grantor for the purposes of Workers' Compensation coverage.

INSURANCE

The Subgrantee shall maintain insurance policies to provide coverage for employees, motor vehicles and buildings as required below.

• Vehicles

The Subgrantee shall maintain and, upon request, furnish proof that all motor vehicles owned and/or leased by the Subgrantee are covered by liability insurance as required by the State of Louisiana. The Subgrantee shall maintain documentation that all motor vehicles used by its employees and/or agents in the performance of duties of this Contract, and reimbursed for travel from this Contract, are covered by liability insurance, at least minimum coverage, as required by Louisiana State law. All insurance policies shall be procured from vendors who are licensed to do business in the State of Louisiana.

• Workers' Compensation

Upon request, the Subgrantee will furnish proof to the Grantor that workers' compensation insurance coverage is maintained for all the employees of the Subgrantee as required by the State of Louisiana. The Subgrantee may, with prior written approval of the Grantor, maintain a

self-insurance program for workers' compensation. Any workers compensation insurance plan must meet the requirements of the laws of the State of Louisiana.

- **Other Insurance**

The Subgrantee shall provide any other insurance for its employees or for participants in the activities under this Contract as required by the State of Louisiana.

- **Duration of Policies**

Insurance policies shall be in effect for the entire period of the Contract. The Grantor shall not be liable for the reimbursement of premiums for coverage that extends beyond the ending date of the Contract.

PROGRAM INCOME

Any income produced as a result of an activity funded under this Contract shall be considered program income. Records shall be maintained to document the amount of income earned and the use of that income.

Program income and monies generated from program income shall be used to offset the cost of the activity that produced the income. Use of program income to fund any other activity which is allowable under the CSBG Act must have the prior written approval of the Grantor.

MONITORING PLAN FOR CSBG SUBGRANTEES

Monitoring will include the following criteria:

- **Performance**

The number of the individuals served and the outcomes achieved under each CSBG supported activity will be compared with the planned figures in these areas to determine if planned performance has been achieved.

- **Activity Reports**

- a. Are activity reports received by their due date?
- b. Are activity reports properly completed?
- c. Is documentation available to backup what is reported?

- **Expenditure Reports**

- a. Are expenditure reports received by their due date?
- b. Are expenditure reports properly completed?
- c. Is documentation available to backup what is reported?

• **Administrative/Programmatic**

- a. Do agency personnel have copies of the CSBG Contract, any amendments, and the appropriate CSBG Issuances and Operating Memos needed to adequately perform their duties?
- b. Is there a board approved personnel policy?
- c. Is an inventory being maintained following CSBG requirements?
- d. Is equipment properly tagged and at the location noted on the inventory list?
- e. Has prior written approval been obtained for purchases of equipment and services as required by CSBG?
- f. Is there a fidelity bond on employees responsible for the receipt, disbursement and custody of funds?
- g. Are CSBG employees covered by a workers' compensation policy?
- h. Is documentation available to demonstrate that the Subgrantee made employees aware of the restriction on the use of CSBG funding to support political activities and to transport voters to the poles or provide similar assistance for voter registration activities? Do documents establish CSBG funds have not been used for the aforementioned activities?
- i. Is documentation available to demonstrate that the Subgrantee made employees aware of the restriction on the use of CSBG funding for the purchase, construction or improvement (other than low costs residential weatherization or energy related home repair) of any building or facility? Do documents establish CSBG funds have not been used for the aforementioned activities?
- j. Does the information obtained demonstrate that there is coordination between the Subgrantee, governmental and other anti-poverty program providers (including LIHEAP) to assure the effective delivery of services to low-income individuals?
- k. Does the information obtained demonstrate that there is coordination between the Subgrantee and the private sector of the community to help assure the effective delivery of services to low-income individuals?
- l. Do client applications establish that assistance is being provided to eligible, low-income, individuals?
- m. Do the Subgrantee's records demonstrate that they are conducting needs assessments to help assure the needs of low-income individuals are being met?
- n. Are CSBG procurement requirements followed?
- o. Are the provisions of the Pro-Children Act of 1994 being followed? (No smoking in indoor facilities regularly used by children and funded by federal programs?)
- p. Are activities designed to have an impact on the causes of poverty as required by the

• **Audits**

- a. Was the agency's audit report submitted to the Grantor's CSBG unit on a timely basis?
- b. Did the Legislative Auditor's Office approve the audit firm selected to perform the agency's most recently procured audit?
- c. Did the Subgrantee respond CSBG on audit findings, internal control problems and/or questioned costs in a timely manner?

◦ **Fiscal**

- a. Are salaries being paid in accordance with the Contract?
- b. Has a new and separate bank account been set up as required by CSBG Regulations? (Required for private nonprofit agencies)
- c. Is there a separate bookkeeping system or a coded system allowing for the separate tracking of expenses (public agencies without separate bank accounts)?
- d. Are the expenditures charged to the proper line item?
- e. Is the Subgrantee in compliance with the three-day cash supply requirement?
- f. Is there appropriate documentation such as invoices and/or checks to backup general ledger entries?
- g. Is there no commingling of funds in the CSBG Bank account?
- h. Is program income generated from CSBG funds for the CSBG Activity generating the funds?
- i. Does a review of expenditures demonstrate that CSBG funds have not been used to pay late fees?
- j. Have all disallowed CSBG costs resulting from the most recent audit, fiscal review, or monitoring reports been repaid?
- k. Are time and attendance reports and leave records properly maintained?
- l. Has a modified accrual accounting system been established?

◦ **Travel**

- a. Do the Subgrantee's travel reports contain documentation and information to support reimbursements for travel expenses?
- b. Were reimbursements for travel expenses made in accordance with State Travel Regulations?
- c. Was travel approved in accordance with the Subgrantee's travel policy?
- d. Were travel expense reports submitted in a timely manner?

◦ **Equal Opportunity**

- a. Does the Subgrantee have an EO Officer?
- b. Does the Subgrantee have an approved Affirmative Action Plan?
- c. Does the Subgrantee have a procedure to resolve discrimination complaints?
- d. Does the Subgrantee have a non-discrimination policy?
- e. Does the Subgrantee display EO posters

◦ **Board of Directors**

- a. Is the Subgrantee's board made up of no less than 15 or no more than 36 members?
- b. Is the board composed of one-third public officials at least one-third representatives of the poor and the remainder representatives of the private sector?
- c. Were board members selected in accordance with CSBG regulations and agency bylaws?
- d. Are the restrictions on term limits for all board members being followed and are new member seated to replace those with expired terms in a timely manner?
- e. Are board meetings being conducted in accordance with the board's bylaws?

- **Problem Areas Noted in Previous Review**

Have problem areas noted during the previous review been resolved?

- **Monitoring of Eligible Entities**

The responsibility for monitoring CSBG entities is with the Grantor's Compliance Unit. The scope of their audits as well as the related frequency is covered in their Internal Audit Policies as well as their Annual Audit Plans.

Note: Areas of review are not limited to the above referenced items. When necessary the scope of the review may be expanded depending on the emphasis placed on areas of concern.

AUDITS AND RESOLUTION OF DISALLOWED COSTS

- **Audits**

The Subgrantee shall provide the Grantor with a single audit (Single Audit Act) of all activities of the Subgrantee annually, or every two years with the Grantor's approval, in accordance with the Office of Management and Budget (OMB) Circular No. A-133 and/or the State audit requirement. The audit shall be performed by an independent audit firm, which has been selected in accordance with the State of Louisiana procurement procedure, CSBG State Regulations and received the approval of the Grantor and the Legislative Auditor of the State of Louisiana. Audit agreements can be acquired at one time, for a maximum of three annual audits. Audit reports are due within nine (9) months from the end of the Subgrantee's fiscal/program year. The audited expenditure level of federal funds must equal or exceed the amount defined by OMB for the year(s) audited. It is, therefore, recommended that the Subgrantee review the OMB requirements annually to ensure it meets the requirements to expend federal funds on its A-133 Audit.

CSBG funds used for auditing purposes must be included in the approved Contract as other support costs and should be prorated among available funding sources. All CSBG rules pertaining to acquisitions must be followed, which includes, but is not limited to, provisions governing reasonableness of costs and conflict of interest.

- **Resolution of Audits and Disallowed Costs**

The Subgrantee shall provide the Grantor with information and documentation to refute any questioned and/or disallowed costs within 30 days of the Grantor's request for information. The Grantor shall review the evidence and make a determination to allow or disallow the costs within 30 days after receiving the evidence, if possible. The Subgrantee shall be notified in writing of the determination and of the total amount to be repaid by the Subgrantee. Failure to provide the Grantor with the information requested in a timely manner may result in a suspension of funds under this Contract.

- **Repayment of Disallowed Costs**

The Subgrantee shall, within a period not to exceed 60 days from date of demand for repayment by Grantor, repay to the Grantor, from funds other than those received from the Grantor, any costs that have been disallowed or make repayments in accordance with an approved repayment plan. Failure to repay a disallowed cost or not meet any payment of an approved repayment plan on the due date may result in the suspension of funds under any Contract that may be in operation. All repayment of CSBG funds must be from non-federal resources. Federal funds cannot be used to repay disallowed costs.

CONTRACT AMENDMENTS

All amendments to this Contract shall be made only by written amendment, properly signed by both the Grantor and the Subgrantee, and approved by the Executive Director of Louisiana Workforce Commission or his designee. No contract amendment shall be effective until the amendment to the contract is signed by the Subgrantee and the Grantor and approved by the Executive Director or designee.

The Grantor may unilaterally initiate contract amendments in response to changes in federal funding or changes required by federal or state laws and regulations. The Grantor shall notify the Subgrantee in writing of any changes required in the Contract to reflect changes in funding level or federal or state laws. Unless otherwise requested by the Grantor, the Subgrantee shall prepare the required amendment in the format prescribed by the Grant; the authorized signatory for Contract shall sign the amendment; and the Subgrantee shall mail the amendment to the Grantor for review, approval and signature.

- **Revisions**

Revisions are changes to the Contract Community Action Plan, but shall not include changes that increase or decrease the maximum fee. All revisions must be submitted in writing, approved by the Grantor, and incorporated into the Subgrantee's next Contract amendment, if any. Revisions must be submitted in writing by the individual authorized to sign the Contract, must contain a copy of the revised Contract pages(s), and must be accompanied by a justification for the revisions. Revisions submitted after the last day of the Contract term cannot be approved.

- **Amendments to Special Clauses**

"Special Clauses" refers to all Contract Clauses except the clauses titled CSBG Assurances and CSBG Certifications. The special clauses may be changed and/or amended by the Grantor to comply with changes in federal and state laws and regulations or changes in operational policies of the Grantor. Changes shall be provided to the Subgrantee in writing, and shall become effective on the date of notification.

DISPUTES AND APPEALS

◦ Disputes

Any disputes which may arise, with the exception of a dispute with procedures for resolution provided for elsewhere in these clauses, shall be in writing to the State Director of the CSBG programs within fifteen (15) days from the receipt of notification of the action causing the dispute. All efforts will be made to resolve the disputes, and the Director shall provide a decision in writing to the Subgrantee within ninety (90) days of the receipt of written notification.

◦ Appeals

In the event the Subgrantee does not agree with the determination of the Director of CSBG, a written appeal may be filed to the Executive Director or designee. The appeal must be in writing, and must be filed within fifteen (15) days after the receipt of a determination from the Director of CSBG programs. The appeal must contain specific information on the reasons for the appeal and description of the relief sought. If an appeal is requested, it will be scheduled and Subgrantee will receive a final determination in a reasonable period of time. Further, Subgrantee may be required to pay reasonable litigation expenses should it lose its appeal.

◦ Legal Remedies—Dispute Resolution

In the event of either party's breach or default, the other party shall be entitled to exercise all rights and pursue all remedies available under Louisiana law. To the extent not inconsistent with the federal laws and regulations governing the CSBG program, any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526

CONTRACT TERMINATION AND FUNDING REDUCTIONS

The Grantor may terminate this contract, in whole or in part, for cause or convenience in compliance with this clause.

◦ Termination For Cause

If the State determines that, on the basis of a final decision in a review pursuant to Section 678C of the CSBG Act, that an eligible entity fails to comply with the terms of an agreement, or the State Plan, to provide services under this subtitle or to meet the appropriate standards, goals, and other requirements established by the State (including performance objectives) the State will:

- a. inform the entity of the deficiency to be corrected;
- b. require the entity to correct the deficiency;
- c. offer training and technical assistance —
 1. if appropriate, to help correct the deficiency, and prepare and submit to the Secretary a report describing the training and technical assistance offered; or

2. if the State determines that such training and technical assistance are not appropriate, prepare and submit to the Secretary a report stating the reasons for the determination; and
- d. request a quality improvement plan –
 1. at the discretion of the State (taking into account the seriousness of the deficiency), allow the entity to develop and implement, within 60 days after being informed of the deficiency, a quality improvement plan to correct such deficiency within a reasonable period of time, as determined by the State; and
 2. not later than 30 days after receiving from an eligible entity a proposed quality improvement plan pursuant to subparagraph (1) either approve such proposed plan or specify the reasons why the proposed plan can not be approved; and
 3. after providing adequate notice and an opportunity for a hearing, initiate proceeding to terminate the designation of or reduce the funding under the Act for the eligible entity unless the entity corrects the deficiency.

◦ **Reduction in Funding for Cause**

In reference to a funding reduction, the term "cause" includes, but not by way of limitation, statewide redistribution of funds under this subtitle to respond to the results of the most recently available census or other appropriate data, the establishment of a new eligible entity, severe economic dislocation, or the failure of an eligible entity to comply with the terms of an agreement or the State Plan or to meet a State requirement, as described in Section 678C of the CSBG Act.

For the purposes of making a determination with respect to a termination, the term "cause" includes, but not by way of limitation, the failure of an eligible entity to comply with the terms of its agreement or a State Plan or to meet the State requirements as described in Section 678C of the CSBG Act.

◦ **Termination for Convenience**

To the extent permitted by the federal laws, regulations and other requirements governing the CSBG program, and subject to the approval of the Executive Director of Louisiana Workforce Commission or his designee, the Grantor or the Subgrantee may terminate this Contract for convenience. Either party shall give a thirty (30) day written notice of the intent to terminate. The Grantor shall be liable only for payment of those services performed prior to the termination date, provided the services comply with federal and state laws and regulations and with the provisions of this Contract.

◦ **Hearings—Contract Termination and Funding Reduction Appeals**

The Grantor shall select hearing officers to function in a quasi-judicial capacity in relation to the hearing process. All hearings shall be conducted in accordance with the Louisiana Administrative Procedure Act, La. R.S. 49:951 *et seq.*, and Grantor's regulations governing the appeal process, Louisiana Administrative Code 40.XVII.2901 *et seq.*

The Subgrantee may appeal the decision to the Secretary of the U.S. Department of Health and Human Services within 15 days after the receipt of the decision. If no appeal is filed, the decision is final.

INDEMNIFICATION

The Subgrantee agrees to indemnify and hold harmless the Grantor from all injury, damage, or destruction of property of the Grantor arising out of all acts of omission, or caused in whole or in part by presumed negligence on the part of the Subgrantee or its officers, agents, employees subcontractors or program participants.

The Subgrantee further agrees to indemnify, hold harmless and defend the Grantor and its officers, agents or employees from all claims and/or suits resulting from the misuse, misapplied or misappropriated funds, which has been determined to result from the activities of the Subgrantee.

AVAILABILITY OF FUNDS

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.

In addition, the funding of this Contract is wholly conditioned on the actual receipt of federal funds appropriated under the Community Services Block Grant Act of 1981 by the Grantor. In the event funds anticipated under the Act should not be received timely, or should be suspended or terminated, in whole or part, the Grantor reserves the right, at its sole discretion, to suspend or terminate this Contract. The Grantor shall, within a reasonable period of time, notify the Subgrantee, in writing, that the Contract is suspended or terminated. The Grantor shall not be liable for the payment of any work or services after the date of termination and /or suspension of the federal funds. This contract may also be terminated by the Grantor upon 30 days written notice, in accordance with the LAC Title 40, Part XVII, Section 2901 and the Omnibus Budget Reconciliation Act of 1981, Title VI, Subtitle B, Section 676A.

AUDITS BY STATE

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors, and Grantor's auditors shall have the option of auditing all accounts of Subgrantee that relate to this contract.

TAXES

The Subgrantee hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be the Subgrantee's obligation under the Federal Tax ID listed on page 1 of this Contract.

ASSIGNMENT

The Subgrantee agrees not to assign or transfer any interest in this Contract without prior written approval of the Grantor, except that monies due, or to become due, under this Contract may be assigned to any bank, trust company, or other financial institutions without such prior written approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor within ten (10) days.

NONDISCRIMINATION PROVISIONS

U.S. Department of Health and Human Services Community Services Block Grant Nondiscrimination Assurance of Compliance: Assurance of Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

The Subgrantee provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Department of Health and Human Services Federal financial assistance from the Louisiana Workforce Commission. The Subgrantee hereby agrees that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C. F. R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- b. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C. F. R., Part. 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- c. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C. F. R., Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under

any education program or activity for which the Subgrantee receives Federal financial assistance from the Department.

- d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C. F. R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from the Department.

The Subgrantee agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Subgrantee, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Department, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. The Subgrantee further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

29 CFR sec. 37.20 requires the inclusion of the following discrimination clause in this Contract:

As a condition to the award of financial assistance from the Louisiana Workforce Commission under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subgrantee also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Subgrantee's operation of the WIA Title I-financially assisted program or activity, and to all agreements the Subgrantee makes to carry out the WIA Title I-financially assisted program or activity. The Subgrantee understands that the United States has the right to seek judicial enforcement of this assurance.

The State of Louisiana, Division of Administration, Office of Contractual Review requires the inclusion of the following requirements in this Contract:

The Subgrantee 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 Subgrantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Subgrantee agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Subgrantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

CERTIFICATIONS

• Lobbying

Under the provisions of the Community Services Block Grant Act, as amended, the representative of the Subgrantee signing this Contract certifies, to the best of his or her knowledge and belief, that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the make of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

◦ Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

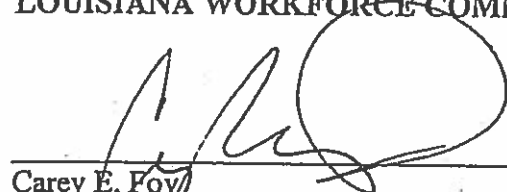
Under the provisions of the Community Services Block Grant Act with 1994 Amendments regarding debarment, suspension, and other responsibility matters for primary covered transactions:

- a. The Subgrantee certifies to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
 - 4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The certification or explanation will be considered in connection with the Grantor's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed with Grantor to determine that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State Government; Grantor may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to Grantor, to whom this Contract is submitted, if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The prospective primary participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Grantor.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," provided by Grantor entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- k. Except for transactions authorized under subsection "f" above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available Grantor may terminate this transaction for cause or default.

In witness thereof, the parties hereto have executed or approved this Contract agreement with attachment thereto signed on the date(s) noted below.

LOUISIANA WORKFORCE COMMISSION

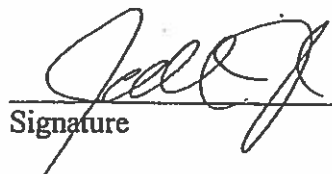


Carey E. Foy
Deputy Executive Director

8/16/12

Date

JEFFERSON COMMUNITY ACTION PROGRAMS



Signature

7/2/12

Date

Printed Name: Jedidiah Jackson
Title: Director

Attachment #6

Code of Ordinance for Jefferson Parish §2-925.1



Sec. 2-925.1. Cooperative endeavor agreements with non-governmental organizations.

- (a) Jefferson Parish adopts a standard cooperative endeavor agreement document format to regulate agreements with non-governmental organization as authorized by Art. VII, Sec. 14 of the Louisiana Constitution of 1974. Non-governmental organizations include, but are not limited to private entities, religious associations, non-profit organizations and 501(c)3 non-profit corporations.
- (b) All cooperative endeavor agreements entered into between the parish and any non-governmental organization shall contain the following (which are illustrative and not exclusive):
 - (1) A detailed and specific public purpose sought to be achieved through the cooperative endeavor agreement and identification of the specific services to be provided;
 - (2) The total amount and schedule of any payments to be made. All payments made shall be without increase or mark-up. All payments shall be made based on the submission of one (1) of the following:
 - i. Evidence of amounts actually incurred, supported by documentation to the reasonable satisfaction of the parish;
 - ii. Advance service invoices to the reasonable satisfaction of the parish. In the event of payment by the parish of advance service invoices, the non-governmental entity recipient shall provide parish affirmative proof of payment of the invoices within seven (7) days of receipt of funds from the parish;
 - iii. A detailed program budget, if the non-governmental entity is providing continuous service of over one (1) year as evidenced by the agreement. The budget shall include amounts budgeted for salaries, professional services, contracts, acquisitions, major repairs, operating services and other charges. Budgets shall be approved at least annually by the internal auditor for parish;
 - (3) The term of the agreement;
 - (4) A provision that the party to the agreement is an independent contractor and that no employment or other relationship is created;
 - (5) Provisions that the non-governmental organization shall provide periodic reports to the parish regarding the expenditure of funds under the agreement; and
 - (6) Cooperative endeavor agreements funded with federal grant monies may be exempt from the requirements of [section 2-925.1](#) if following this section will create a conflict with the federal grant guidelines.
 - (7) [Repealed.]
- (c) The standard format for a cooperative endeavor agreement with a non-governmental organization shall be in accordance with this section and the sample format, attached hereto as Exhibit "A". Amendments to this standard format may be ratified and approved by resolution of the Jefferson Parish Council, and any amendments so ratified shall be incorporated into the approved standard format for cooperative endeavor agreements.

(Ord. No. 24007, § 1, 5-11-11; Ord. No. 24136, § 1, 10-12-11; Ord. No. 24601, §§ 1, 2, 10-16-13)

Editor's note—

Exhibit "A" is not set out herein, but is on file and available for inspection in the offices of the parish.

Signed Attestation
Concerning Blood or
Familial Relation





WWW.JEFFPARISH.NET

JEFFERSON PARISH JEFFERSON COMMUNITY ACTION PROGRAMS



JOHN F. YOUNG, JR.
PARISH PRESIDENT

JEDIDIAH JACKSON
DIRECTOR

JEFFERSON COMMUNITY ACTION PROGRAMS ATTESTATION CONCERNING BLOOD OR FAMILIAL RELATION

Date: 6/22/13

Received by (print): _____

I (print), Chermaine Kelly, officer of LA Community + Family Services, Inc.
(NAME) (ORGANIZATION)
hereby attest that LA Community + Family Services, Inc. has not or will not hire, employ,
(ORGANIZATION)

subcontract or otherwise in any way enrich (goods or services included) with Community Service Block Grant funding any person or entity by which there is a blood or familial relation with any member of our organization. This includes, but is not limited to, blood or familial relations between officers, employees and board members of LA Community + Family Services, Inc. and their mothers, fathers, brothers,
(ORGANIZATION)

sisters, aunts, uncles, cousins, or in-laws. I understand by signing below that if Jefferson Community Action Programs discovers that LA Community + Family Services, Inc. has violated this attestation,
(ORGANIZATION)

Jefferson Community Action Programs will not reimburse LA Community + Family Services, Inc.
(ORGANIZATION)

for any costs associated with the violation of this attestation. If reimbursement has already occurred, and through an audit or other oversight proceedings a violation of this attestation is discovered, LA Community + Family Services, Inc. will be liable for any questioned or disallowed costs
(ORGANIZATION)

associated with the violation of this attestation.

Chermaine Kelly
Signature of Officer of Organization

6/22/13
Date Signed

Summary of Questionable Expenses



SUMMARY OF QUESTIONABLE EXPENSES

Date Paid	Program	Total Expenses Reimbursed by Parish	Total Questionable Reimbursements	Funding Source
2/20/2012	2011 SEP	\$ 3,500	\$ 3,500	Council District #3
7/18/2012	2012 SEP	\$ 61,372	\$ 61,372	CSBG
8/6/2012	2012 SEP	\$ 4,825	-	CSBG
8/15/2012	2012 SEP	\$ 4,986	-	CSBG
9/9/2013	2013 SEP	\$ 43,059	-	CSBG
7/26/2013	2011 SEP	\$ 3,500	\$ 3,500	Jeff CAP General Fund
		\$ 121,243	\$ 68,372	

Questionable Expenses in 2011 Bank Statement	
Total Questionable Expenses:	\$5,725
<i>Name</i>	<i>Amount</i>
Summer Camp Meals (<i>payment to family member</i>)	\$2,900
Transportation to Destin, Florida	\$1,500
Unidentified Cash Withdrawals	\$592
Transfers to Kelly Enterprises, LLC	\$450
T-Mobile Phone Payment	\$283

Questionable Expenses in 2012 Bank Statement	
Total Questionable Expenses:	\$71,180
<i>Name</i>	<i>Amount</i>
Miscellaneous Debit	\$61,000
Miscellaneous Debit	\$4,900
Miscellaneous Debit	\$4,750
ATM Withdrawals/\$80 check written to president of LCFS	\$530

Questionable Expenses in 2013 Bank Statement	
Total Questionable Expenses:	\$59,834
<i>Name</i>	<i>Amount</i>
Unidentified Cash Withdrawals	\$47,586
Payments to Relatives – <i>loan repayment</i>	\$5,300
Best Buy	\$1,930
Summit Integration Systems	\$1,644
Donation	\$855
Copelands	\$632
Transfer to Kelly's Barber College	\$400
Cox Bill Payments	\$375
St. Rosalie - Uniforms & Supplies	\$75

Attachment #9

Invoice for 2011 Summer Enrichment Program



INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	COST
Reimbursement for program held from July 25, 2011 to August 5, 2011	1	\$ 3,500.00	\$ 3,500.00
		Subtotal	\$ 3,500.00
		Tax 0.00%	\$ 0.00
		Total	\$ 3,500.00

419 Lapalco Blvd Suite 3, Gretna, LA 70056 T 504.975.7311 F 504.301.1885

LCFS Invoice and
Supporting
Documentation for Meal
Expenses from AA&D
Catering





INVOICE

LA Community & Family Services, Inc. 501c3

Tax Id: [REDACTED]

INVOICE # 001
DATE: JULY 12, 2012

419 Lapalco Blvd, Suite 3, Gretna, LA 70056
Phone 504.338.6565 or 504.975.7311
lacommunityfamilyservices@gmail.com

TO
JEFFERSON PARISH

QTY	DESCRIPTION	LINE TOTAL
30 Students	Summer Enrichment Meals for Marrero Community Center 29 days @ \$11.75 per student	\$10,222.50
30 Students	Summer Enrichment Meals for Hazel Hurst Community Center 29 days @ \$11.75 per student	\$10,222.50
Subtotal		\$20,445.00
Tax		EXEMPT
Total		\$20,445.00

Make all checks payable to LA Community Family Service, Inc.
THANK YOU FOR YOUR BUSINESS!

RECEIPT

Date: 6/15/2012
Receipt # 679

A A & D Catering
2324 Odin Street
New Orleans, LA 70122
504-912-4345

LA Community & Family
Services, Inc
419 Lapalco Blvd Suite 3
Gretna, LA 70056
504-338-6565
Customer ID 5043386565

Qty	Description	Line Total
-----	-------------	------------

3,480 Student Meals	Breakfast and Lunch provided for 30 students at Marrero Community Center	\$10,222.50
	Breakfast and Lunch provided for 30 students at Hazel Hurst Community Center	\$10,222.50
	Dates: July 18, 2012 to August 3, 2012 for a total of 29 days	
	Cost: \$11.75 per student for 29 days	

Subtotal	\$20,445.00
Tax	0.00
Total	\$20,445.00
Amount Paid	\$20,445.00
Balance	\$0.00



Thank you for your business!

LCFS Documentation for
2012 Salary Expenses





INVOICE

LA Community & Family Services, Inc. 501c3

Tax Id: [REDACTED]

INVOICE # 003
DATE: JULY 12, 2012

419 Lapalco Blvd, Suite 3, Gretna, LA 70056
Phone 504.338.6565 or 504.975.7311
lacommunityfamilyservices@gmail.com

TO
Jefferson Parish

QTY	DESCRIPTION	LINE TOTAL
	Salaries	
1	Director	\$3000.00
1	Site Coordinator	\$2975.00
1	Site Coordinator	\$2975.00
1	Math Teacher 17 days @ \$20 per hour @ 7 hours per day	\$2380.00
1	Math Teacher 17 days @ \$20 per hour @ 7 hours per day	\$2380.00
1	English Teacher 17 days @ \$20 per hour @ 7 hours per day	\$2380.00
1	English Teacher 17 days @ \$20 per hour @ 7 hours per day	\$2380.00
1	Youth Aide 17 days @ \$7.95 per hour @ 7 hours per day	\$946.05
1	Youth Aide 17 days @ \$7.95 per hour @ 7 hours per day	\$946.05
1	Youth Aide 17 days @ \$7.95 per hour @ 7 hours per day	\$946.05
1	Youth Aide 17 days @ \$7.95 per hour @ 7 hours per day	\$946.05
Subtotal		\$22,254.20
Tax		
Total		\$22,254.20

Make all checks payable to LA Community Family Service, Inc.
THANK YOU FOR YOUR BUSINESS!



INVOICE

LA Community & Family Services, Inc. 501c3

Tax Id: [REDACTED]

INVOICE # 004
DATE: JULY 12, 2012

419 Lapalco Blvd, Suite 3, Gretna, LA 70056
Phone 504.338.6565 or 504.975.7311
lacommunityfamilyservices@gmail.com

TO
Jefferson Parish

QTY	DESCRIPTION	LINE TOTAL
	Salaries	
1	Math Teacher 17 days @ \$20 per hour @ 7 hours per day	\$2380.00
1	Math Teacher 17 days @ \$20 per hour @ 7 hours per day	\$2380.00
1	English Teacher 17 days @ \$20 per hour @ 7 hours per day	\$2380.00
1	English Teacher 17 days @ \$20 per hour @ 7 hours per day	\$2380.00
1	Youth Aide 17 days @ \$7.95 per hour @ 7 hours per day	\$946.05
1	Youth Aide 17 days @ \$7.95 per hour @ 7 hours per day	\$946.05
1	Youth Aide 17 days @ \$7.95 per hour @ 7 hours per day	\$946.05
1	Youth Aide 17 days @ \$7.95 per hour @ 7 hours per day	\$946.05
Subtotal		\$13,304.20
Tax		
Total		\$13,304.20

Make all checks payable to LA Community Family Service, Inc.
THANK YOU FOR YOUR BUSINESS!

Transportation Invoice and Supporting Documentation submitted by LCFS





INVOICE

LA Community & Family Services, Inc. 501c3

Tax Id: [REDACTED]

INVOICE # 002
DATE: JULY 12, 2012

419 Lapalco Blvd, Suite 3, Gretna, LA 70056
Phone 504.338.6565 or 504.975.7311
lacommunityfamilyservices@gmail.com

TO
Jefferson Parish

QTY	DESCRIPTION	LINE TOTAL
	Transportation for Field Trips	
2	Charter Bus for Stennis Field Trip \$784.37	\$1568.74
2	Charter Bus for UNO Field Trip \$475.00	\$950.00
2	Charter Bus for Natchez Steamboat Field Trip \$475.00	\$950.00
2	Charter Bus for Xavier University Field Trip \$475.00	\$950.00
2	Charter Bus for WWII Museum Field Trip \$475.000	\$950.00
Subtotal		\$5368.74
Tax		
Total		\$5368.74

Make all checks payable to LA Community Family Service, Inc.
THANK YOU FOR YOUR BUSINESS!

Lewis Coaches, Inc.
PO Box 13832
New Orleans, LA 70185
(504) 486-3423 (Office) (504) 483-8105 (Fax)
WWW.LEWISCOACH.COM

Charter Order No.: 11-504

Date of Service: July 6, 2012, July 13, 2012, July 20, 2012, July 25, 2012, and August 2, 2012

Coach Size: 55 pax

Number of Coaches per Trip: Two (2)

Group Name: LA Community& Family Services, Inc.

Address: 419 Lapalco Blvd Suite 3

City/State: Gretna, LA 70056

Person in Charge: Mr. Calvin Kelly

Phone Number: (504) 338-6565

Date	Origin	Pick-up Time	Destination	Pick-upTime	Cost
July 6	Marrero, LA	0900	WWII MUSEUM	1430	\$1578.64
July 13	Marrero, LA	1000	NATCHEZ CRUISE	1430	\$950.00
July 20	Marrero, LA	0900	XAVIER	1400	\$950.00
July 25	Marrero, LA	0800	STENNIS	1400	\$950.00
Aug 2	Marrero, LA	0900	UNO	1400	\$950.00

Total Charges: \$5378.54

Deposit Charges: \$1250.00

Deposit Made On: 6-15-12

Balance Paid: \$4128.54

Balance Paid On: 6-18-12

Ordered by: Mr. Kelly

Date Cut: June 11, 2012

Payment Terms: Cash, Check or Certified Funds

1. Transport group to five field trips
2. Drop-off and Pick-up group at schedule destinations and locations

Approved By:

Signature:

Customer Name:

Signature:

OPERATOR FEDERAL REGULATIONS: OPERATORS CANNOT BE ON DUTY FOR MORE THAN FIFTEEN (15) CONSECUTIVE HOURS. ALL DRIVERS MUST HAVE EIGHT (8) HOURS OFF AFTER BEING ON DUTY FIFTEEN (15) HOURS OR DRIVING TEN(10) STRAIGHT HOURS.

CHARTER PRICES: THE ABOVE RATES HAVE BEEN BASED ON THE SERVICES YOU HAVE REQUESTED. IF FOR ANY REASON TIME OR MILEAGE GOES OVER THE ESTIMATE. THE OPERATOR WILL COLLECT ADDITIONAL CHARGES BEFORE SERVICE IS RENDERED. HE/SHE WILL KEEP YOU INFORMED AS TO THE STATUS OF YOUR CHARGES.

"Now That You Have Ridden With The Rest...Ride With The Best!"

Response from
Transportation Company
Regarding Invoice
Submitted by LCFS



Lewis Coaches, Inc.
P.O. Box 13832
New Orleans, LA 70185
(504) 486-3423- Office (504) 483-8105-Fax
WWW.LEWISCOACH.COM

April 7th, 2014

Ms. Tamyra Johnson
Office of Inspector General
Jefferson Parish
5401 Jefferson Hwy Suite C
Jefferson, LA 70123

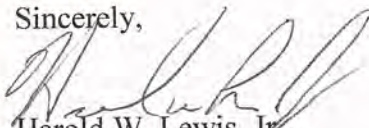
Dear Ms. Johnson

This letter serves as a follow up to our meeting on April 4th, 2014 concerning the invoice submitted by LA Community & Family Services, Inc. for transportation services in July and August of 2012. As I stated in this meeting, Lewis Coaches, Inc. did not provide any of the services outlined on the invoice they provided to you. Here is a list of discrepancies I noticed in the contract:

- The charter order or invoice number is not formatted properly. Our format is the last 2 digits of calendar year the invoice was produced and then a 4 digit number
- The position of the date of service is not correct. It is on the wrong side of the page.
- The format of the daily service is incorrect
- Total charges, deposit charges, deposit made on and balance paid on are all incorrect. They are not even close to our contract format.
- Most importantly, the signature on the invoice is not that of any representative of Lewis Coaches, Inc.

I have attached a sample copy of our company invoice for reference. I would like to be kept up to date on the status of this issue. Most importantly, I would like to know how this entity obtained a copy of my heading/footer information. Please give me a call if you have any questions.

Sincerely,



Harold W. Lewis, Jr.
General Manager
Lewis Coaches, Inc.

"Now That You Have Ridden With The Rest.... Ride With the Best!"

Lewis Coaches, Inc.
P.O. Box 13832
New Orleans, LA 70185
(504) 486-3423- Office (504) 483-8105-Fax
WWW.LEWISCOACH.COM

May 4th, 2014

Ms. Tamyra Johnson
Office of Inspector General
Jefferson Parish
5401 Jefferson Hwy Suite C
Jefferson, LA 70123

Dear Ms. Johnson

This letter serves as a follow up to our meeting on April 22nd, 2014 concerning the invoice submitted by LA Community & Family Services, Inc. for transportation services in July and August of 2012. In July and August 2012, we were only operating 2 buses. As requested, below is a summary of my schedule from July and August 2012 for the dates LA Community & Family Services indicated we provided services to them.

July 6, 2012: 1 bus was on a multi-day trip in Birmingham, AL. The other did not provide any Services on this date.

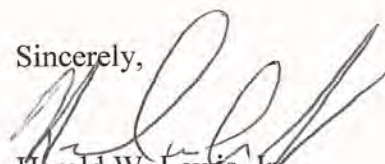
July 13, 2012: 1 bus was on a multi-day trip in Orlando, FL. The other was on a multi-day trip in Kings Island, OH. We also had a demonstrator bus in use from July 12-19, 2012 that was on a multi-day trip to Panama City Beach, FL.

July 20, 2012: 1 bus was on a multi-day trip in Hot Springs, AR. The other did not provide any Services on this date.

July 25, 2012: Both buses were working a local convention shuttle.

August 2, 2012: 1 bus was working locally shuttling customers from the airport to local hotels. The other was on a multi-day trip in Daytona Beach, FL.

Please let me know if you have any additional questions.

Sincerely,

Harold W. Lewis, Jr.
General Manager
Lewis Coaches, Inc.

“Now That You Have Ridden With The Rest..... Ride With the Best!”

Response from LCFS
Regarding Transportation
Invoice



Tamyra Johnson

From: chermainedkelly@gmail.com on behalf of LA Community and Family Services, Inc.
<lacommunityfamilyservices@gmail.com>
Sent: Thursday, July 3, 2014 12:21 AM
To: Tamyra Johnson
Subject: Transportation Invoice Update
Attachments: Transportation Documents 1.jpeg; Transportation Documents 2.jpeg; Transportation Documents 3.jpeg; Transportation Documents.jpeg

Dear Ms. Johnson,

Due to an internal control flaw, the invoice submitted for the 2012 Summer Enrichment field trip transportation was submitted in error. An investigation, within the organization is currently taking place. I take responsibility for signing the invoice without thoroughly reviewing the documents. Transportation was provided for the field trips; however, I was only able to recover the quotes (see attachment). Please feel free to contact the companies to verify the business the organization conducted with them.

Sincerely,

Mrs. Kelly

--

Mrs. Chermaine Kelly, President
LA Community & Family Services, Inc., 501c3
[504.975.7311](tel:504.975.7311)

Tamyra Johnson

From: chermainedkelly@gmail.com on behalf of LA Community and Family Services, Inc.
<lacommunityfamilyservices@gmail.com>
Sent: Wednesday, August 13, 2014 10:26 PM
To: Tamyra Johnson
Subject: Response for Transportation Invoice

Dear Ms. Johnson,

The transportation invoice for the 2012 summer enrichment program was intended for internal use only, it was submitted in error. In 2012 the two individuals responsible for the cash transactions were Calvin and Chermaine Kelly. If there are any additional questions, please feel free to email and/or call.

Sincerely,

Mrs. Chermaine Kelly, President
LA Community & Family Services, Inc., 501c3
504.975.7311

Parish Response
to
Audit of LCFS
2014-0001



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

October 24, 2014

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

VIA ELECTRONIC MAIL

Mr. David McClintock
5401 Jefferson Hwy
Suite "C"
Jefferson, LA 70123
dmcclintock@jpoig.net

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

Re: Audit of LCFS – Grant Management
No. 2014-0001

Dear Mr. McClintock:

I submit the attached audit response on behalf of the Jefferson Parish Administration, the Accounting Department and Jefferson Parish Community Action Programs (JEFFCAP), collectively "the Parish."

The Agreement with Louisiana Community and Family Services, Inc. made subject of this audit represented the Parish's first use of a third-party to operate a program funded by our Community Services Block Grant. Some of the issues you raise were resolved prior to the issuance of your report. Others will require action on our part. The Parish continuously seeks ways to better our practices and improve the quality of life of the citizens of Jefferson Parish. We welcome the opportunity to work with your office to further these goals.

Respectfully,

A handwritten signature in blue ink, appearing to read "Deborah Foshee", is written over the word "Respectfully,".

Deborah Cunningham Foshee
Parish Attorney

DCF/mg
Attachment

cc: John F. Young, Jr., Parish President
Jennifer M. Van Vrancken Dwyer, Chief Operating Officer
Jacques L. Molaison, Deputy Chief Operating Officer

Daryl J. Ward, Chief Administrative Assistant Community Programs
Timothy Palmatier, Director, Finance
Christine Thomas, Director, Governmental Ethics and Compliance
Jedidiah Bernell Jackson, Director, JEFFCAP
Tara Hazelbaker, Director, Accounting

Overview

Jefferson Parish Community Action Program (JEFFCAP) entered into a Cooperative Endeavor Agreement (CEA) with Louisiana Community and Family Services, Inc. (LCFS) for summer academic enrichment programs (Programs) for youth. The Programs were administered at Jefferson Parish Community Center, operated and managed by JEFFCAP, during the summers of 2011, 2012 and 2013. The 2012 and 2013 summer programs were funded through federal Community Service Block Grant (CSBG) award funds. The Jefferson Parish Accounting Department processed payments in accordance with payment requests associated with the Program for such stated services as salaries and operating expenses.

Jefferson Parish has made significant efforts to enhance contract provisions and requisite terms for sub-recipient contracts to ensure the proper administration and management of grant activities and the use of all public funds.

In October 2013, Jefferson Parish Code of Ordinance Section 2-925.1, *Cooperative Endeavor Agreements with non-governmental organizations*, was amended to clarify payment procedures for both incurred expenses and advanced service invoices. *Exhibit "A" Ordinance No. 24601*.

The Parish adopted the CEA Ordinance in May 2011 to establish uniform contract provisions designed to address concerns regarding the administration of contracts, including but not limited to eliminating and preventing conflicts of interest and ensuring programs and services provided by contractors and other partners, including non-profit organizations, meet local, state and federal requirements. *Exhibit "A" Ordinance No. 24007*.

The Ordinance was expanded in October 2011, *see exhibit "A" Ordinance No. 24136*, with the introduction of an established standard definition and procedure for approval of reimbursement payments.

Since the occurrence of the transactions herein, Jefferson Parish has made significant changes in policy and procedure, in an effort to bolster accountability, transparency, and monitoring controls, parish-wide.

Policies and Procedures

Cooperative Endeavor Agreements (CEAs) with Non-Profit Organizations (exhibit "B"):

Jefferson Parish Code of Ordinance Section 2-925.1, details the requisite criteria for a Cooperative Endeavor Agreement between the Parish and any non-profit organization.

The 2013 revisions read as follows:

“(b)....

(2) ...

All payments shall be made based on one of the following:

- i) Evidence of amounts actually incurred, supported by documentation to the reasonable satisfaction of the parish;
- ii) Advance service invoices to the reasonable satisfaction of the parish.
In the event of payment by the parish of advance service invoices, the non-governmental entity recipient shall provide parish affirmative proof of payment of the invoices within seven (7) days of receipt of funds from the parish;
- iii) A detailed program budget, if the non-governmental entity is providing continuous service of over one year as evidenced by the Agreement. The budget shall include amounts budgeted for salaries, professional services, contracts, acquisitions, major repairs, operating services and other charges. Budgets shall be approved at least annually by the Internal Auditor for the Parish.”

These changes evidence the Parish’s focus on strengthening its accountability and monitoring controls.

The proper accounting and reimbursement activities related to programs administered by Jefferson Parish and its partner agencies/organizations remain a key area of concern. The Parish is committed to the development of a systematic approach to ensure the proper use and expenditure of public funds, parish-wide, by identifying additional actions needed to further improve efficiency, accountability and effectiveness in all of its operational, administrative and program activities.

Accounting Practices, Monitoring and Record-keeping:

The Parish is committed to identifying additional actions needed to further improve the accountability and integrity of its operational and administrative functions and to use best practices to ensure compliance with parish, state and federal standards for financial management, including disbursements, reimbursement requests, general accounting functions, record-keeping and reporting requirements.

Monitoring:

The Parish, as a recipient and administrator of federal funds, is responsible for monitoring sub-recipients and ascertaining that all fiscal, compliance and programmatic responsibilities are fulfilled. This includes monitoring sub-recipient reporting, recordkeeping and internal operation and accounting control systems.

Response to JPOIG Findings

Finding No. 1 – Reimbursements to LCFS may be considered gratuitously donated

The OIG recommends that the Parish establish guidelines to ensure CEAs include documentation quantifying the benefit it receives from expending public funds.

Jefferson Parish agrees, generally, with the OIG's Finding No. 1.

Jefferson Parish concurs with the need to establish a uniform set of guidelines to ensure that public funds are not gratuitously donated.

In 2013 the Parish Attorney's Office, revised the sample standard CEA format, *see exhibit "C,"* to include a quantified benefit dollar amount, making the agreements more transparent, thus strengthening accountability. The provision reads as follows:

"WHEREAS, the Parish has a reasonable expectation of receiving a benefit or value of _____ which is at least equivalent to the _____ consideration provided for in this Agreement;"

This revision is distinct from 2011 provision, as follows:

"WHEREAS, the Parish has a reasonable expectation of receiving the benefit or value described in detail that is at least equivalent to the consideration described in the agreement."

The CEA with LCFS for Summer 2013 complied with the revised format.

Cooperative Endeavor Agreement and Resolution No. 121074 for Summer 2013 Enrichment Program

"WHEREAS, the Parish has a reasonable expectation of receiving the benefit of a summer academic enrichment program where students are provided the resources to become independent and productive Parish citizens through tutoring, mentoring, and job skills training, which is at least equivalent to the one hundred and twenty-eight thousand, one hundred and sixty-one dollars and zero cents (\$128,161.00) in consideration provided for in this Agreement;"

It is worth noting that there was no change in the services provided by LCFS for the summer of 2013. Therefore, it can be stated that since lesser amounts were expended in prior years, the actual quantified benefit dollar amount in 2013 was much greater than the stated \$128,161.00.

JEFFCAP staff supervised and managed the Community Centers each summer, confirming that all stated services were in fact rendered.

Parish Plan of Action to Implement Policies and Procedures

The Parish Attorney's Office developed a Questionnaire, *see exhibit "D,"* to further assist Departments in CEA creation and to further facilitating compliance with JPCO 2-925.1.

In 2014 JEFFCAP began directly utilizing the questionnaire in working with its possible vendors to ensure that any proposed agreement meets the requisite standards for a CEA.

The Questionnaire, reads in pertinent part:

"4. Please explain what benefit the Parish is receiving and what the Parish is giving in exchange for this benefit. If this agreement includes any payments of cash, this explanation should include a dollar value for the benefit the parish will receive.

(e.g. Parish has a reasonable expectation of receiving a festival which will promote tourism, recreation and culture in Jefferson Parish which is at least equivalent to the \$100.00 worth of consideration provided for in this Agreement.)"

The OIG recommends that the Accounting Department only approve reimbursement if appropriate supporting documentation such as receipts are submitted.

Jefferson Parish has policies and procedures in place for approval of pay requests, and is currently in the process of refining such policies and procedures.

The Accounting Department issued two (2) separate checks to LCFS for a total of \$7,000.00.

The first check was issued on February 23, 2012 in the amount of \$3,500.00. The following documentation was submitted: CEA, Council Approved Resolution, and Invoice.

Both JEFFCAP and the Accounting Department found reasonable satisfaction with this supporting documentation. Further, the Resolution provided that the funds were needed to "defray program cost." Thus additional documentation was not required, in accordance with the existing Jefferson Parish Code of Ordinance Section 2-925.1. *Exhibit "A," Ordinance No. 24136.*

The second check was issued on July 30, 2013 in the amount of \$3,500.00. All required documentation was provided to support the payment. This included: CEA, Council Approved Resolution, Invoice, and Receipt.

Parish Plan of Action to Implement Policies and Procedures

In 2013 as part of the CSBG federal monitoring requirements, JEFFCAP implemented time sheets as supporting documentation and evidence of amounts actually incurred.

Also, the Parish is aware of the imperative need to have in place, stricter and additional controls when a program is operated by a non-parish entity. This was the first time that CSBG funds were used to fund a program that was operated solely by a non-parish entity. All other CSBG funded programs were operated in-house, by JEFFCAP employees.

In addition, JEFFCAP has implemented a checklist system which will serve as a means of verifying and documenting the basis for approval of all pay requests submitted to the Accounting Department.

Finding No. 2 – Terms in CEA were not adequately monitored or enforced by the Parish

The OIG recommends that the Parish incorporate accountability in its monitoring process by assigning an individual in the associated department to monitor compliance with each CEA.

The Parish concurs, generally, with the OIG's Finding No.2.

LCFS provided JEFFCAP with verification in writing that Program staff would possess the minimum qualifications for teaching experience. And in 2012 LCFS provided the requisite performance metrics or indicators.¹ These amounts were submitted to the Parish's Internal Auditor for review. JPCO Sec.2-925.1(b)(2)(iii).

Since its association with LCFS, the Parish has strengthened its uniform criteria and enforcement mechanisms for CEAs, including sub-recipient agreements with non-profit organizations. In 2013 Jefferson Parish Code of Ordinances Section 2-925.1(b)(2)(iii) established that any non-governmental entity providing continuous service of over one (1) year as evidenced by this agreement shall submit a detailed program budget. The budget shall include amounts budgeted for salaries, professional services, contracts, acquisitions, major repairs, operating services and other charges. The Ordinance mandates that budgets must be approved at least annually by the internal auditor for the Parish. JPCO Sec. 2-925.1(b)(2)(iii).

Parish Action Plan to Implement Policies and Procedures

In 2011 the Jefferson Parish Attorney's Office assigned Assistant Parish Attorneys to specific Parish departments to serve as general counsel to each Director and department. This facilitates communication between the department and the attorney, allowing for questions concerning grant management and the correct allocation of funding to be answered efficiently.

Also, in 2012 the Parish of Jefferson hired an internal auditor whose duties include assisting the Parish in monitoring programs.

In addition, Jefferson Parish has an Ethics and Compliance Officer to ensure compliance with established Parish policies and compliance with parish, state, and federal laws.

Ultimately, the Parish is committed to identifying additional actions needed to further improve efficiency, accountability and effectiveness in all of its operational, administrative and program activities.

For example, the Parish will:

Incorporate, as necessary, specific and enforceable terms into CEAs and other contracts to ensure compliance with federal grant requirements;

¹ The 2012 CEA and Resolution 11907 were amended to include this new information, First Amendment to Agreement, as approved by Council on August 8, 2012.

Implement policies and procedures within departments to ensure compliance with uniform requirements (e.g., OMB Circ. A-122) and grant requirements (e.g., CSBG) for all federally funded programs and services;

Provide department directors and assigned personnel with access to a current copy of the applicable OMB Circulars (OMB Circular A-87, OMB Circular A-122) and the CSBG Act, or other applicable laws and Regulations;

Provide training and resources to directors and key staff;

Develop standard forms to document and record program related activities, including fiscal matters;

Require written progress reports from sub-recipients and contractors;

Require "true and accurate" certifications by contractors/vendors together with invoices and supporting documentation of actual costs;

Implement weekly, monthly and/or quarterly monitoring activities; prepare and disseminate a written monitoring plan that requires the use of a standardized form for data collection;

Assign all monitoring duties to one (1) staff person.

Finding No. 3 – LCFS issued improper payments to immediate family members

The OIG recommends that the Parish better communicate expectations and responsibilities to organizations receiving Parish funds and state and local pass through funds.

The Parish concurs, generally, with the OIG's Finding No.3. However, it was unknown to the Parish that there was any familial relationship between LCFS and AA&D catering.

JEFFCAP did obtain an attestation from LCFS to ensure against any future transactions with immediate family members. The affidavit also ensured that there had been no prior occurrence. *Exhibit "E"*

In 2013, the Parish implemented enhancements to governing ordinances to ensure accountability, to protect the integrity of public funds and to create sound enforcement mechanisms, i.e. affidavits.

For example, Jefferson Parish Code of Ordinance Section 2-988 provides procedures for sanctions against any parish contractor who violates or causes an ethics violation.

Additionally, the Parish will seek opportunities to offer sub-recipients technical assistance and resources to ensure effective communication of the terms and provisions of the CEA, subject to the parameters established by the State's ethics laws.

The OIG recommends that accounting should disallow reimbursement for cash payments without a reasonable paper trail, and/or over a dollar threshold.

There was no indication that the matter was a cash transaction.

As a preventative measure, JEFFCAP and the Accounting Department will require that all payment requests for incurred expenses identify whether the payment was made by check and/or cash, verified by supporting documentation.

Finding No. 4 - Accounting approval of \$42,558 without obtaining receipts/proof of payment

The OIG recommends that the Accounting Department incorporate a required review of receipts into its review and approval process.

The Parish concurs, generally, with the OIG's Finding No. 4.

The payment of \$42,558 includes the \$7,000.00 amount previously referenced and addressed in Finding No. 1.

The remaining balance of \$35,558.00 consists of LCFS 2012 salary expenses. The payment was substantiated by detailed invoices submitted by LCFS and further supported by a pre-approved budget.

Parish Plan of Action to Implement Policies and Procedures

Jefferson Parish has procedures and policies in place for approval of pay requests, and is currently in the process of refining such policies and procedures.

Additionally, the Parish will work with its Departments to implement a checklist system to verify and document compliance and enforcement of Jefferson Parish Code of Ordinance Section 2-925.1. As well as develop a system to monitor and track proof of payment.

Finding No. 5 - Payments of \$61,372 did not have adequate proof of payment as expenses were paid in cash; \$5,369 of the \$61,372 claimed cash payments were related to a fictitious invoice created by LCFS.

The OIG recommends that the Parish require the use of electronic payments for expenses over a dollar threshold for all grantees unless there has been prior justification and approval.

Jefferson Parish does not concur with the OIG's Finding No. 5.

The payment of \$61,372.00 includes the \$35,558.00 in 2012 LCFS salary payments previously referenced and addressed in Finding No.4.

The remaining balance includes \$20,445.00 in payments to AA&D for catering expenses and \$5,369.00 in transportation for field trips.

The payment of \$20,445.00 to AA&D catering was prohibited, unbeknownst to JEFFCAP at the time, because of the nature of the transaction (the operator of AA&D was an immediate family member of the LCFS Vice President) however sufficient documentation was provided to support Accounting Department's approval of the pay request, as noted by the OIG.

The payment request for the \$5,368.74 also contained sufficient documentation, including an invoice and receipt.

Parish Action Plan to Implement Policies and Procedures

The Accounting Department has an electronic payment system in place, and is currently in the process of reviewing such system.

Finding No. 6 – LCFS commingled its public and private funds. Consequently, the JPOIG noted \$136,739² in questionable expenses.

The OIG recommends that the Parish require its grant recipients to maintain separate bank accounts.

The Parish concurs, generally, with the OIG's Finding No. 6.

Since the violation, enhancements to governing ordinances were enacted in 2013 to ensure accountability, to protect the integrity of public funds and to create sound enforcement mechanisms.

Subsequently, the revised 2013 sample standard CEA, associated with JPCO Section 2-925.1, contains a provision which subjects subcontractors to financial auditing and review of its accounts and records. The standard provision reads as follows:

“Section 12 – COST AND COLLECTION RECORDS

The Parish shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the Parish, and copies thereof shall be furnished if requested.”

With the strengthening and enhancement of monitoring and enforcement controls the Parish can ensure that sub-recipients' accounts are transparent and structured, preventing the comingling of public and private funds.

As part of this initiative, the Parish strive to better communicate expectations and responsibilities to organizations receiving Parish funds and state and local pass through funds.

² The amount of \$136,739 is referenced in the Executive Summary, page 3, as \$135,702.

Finding No. 7 – LCFS Inappropriately used Parish equipment

The OIG recommends that the Parish aim to achieve optimal use of all Parish Property purchased through non-parish entities by monitoring the acquisition of such equipment.

Jefferson Parish concurs, generally, with the OIG's Finding No. 7.

The Parish will work with its Electronic Information System (EIS) Department to further refine its existing tracking and tagging system to guard against any unauthorized or misuse of equipment purchased with parish funds. In addition, the Parish will coordinate with EIS to adopt the best practices for each individual department program needs.

Finding No. 8 – LCFS lacked controls and documentation in its accounting

The OIG recommends that the Parish requires it grant recipients to maintain an accounting system, as well as submit its financial statements to the Parish for review.

The Parish concurs, generally, with the OIG's Finding No.8

The revised 2013 sample standard CEA, associated with JPCO Section 2-925.1, contains Provision which requires that a sub-recipient, at the time of the agreement, avail itself to the Parish's monitoring and audit controls applicable to the service provided.

The standard provision reads as follows:

“Section 12 – COST AND COLLECTION RECORDS

The Parish shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the Parish, and copies thereof shall be furnished if requested.”

The Parish will continue to ensure that the terms of its CEAs are enforced. This may be achieved through technical assistance to sub-recipients or any other means that will allow Parish Departments to better communicate expectations and responsibilities to organizations receiving Parish funds and state and local pass through funds.

The OIG recommends that the Parish require its grant recipients to maintain an accounting system, as well as submit its financial statements to the Parish for review.

The Parish as grant recipient will work with its Internal Auditor and administering departments to develop a uniform monitoring system, ensuring consistency parish-wide.

Finding No. 9 – The Parish Council funded LCFS for services provided prior to the contract agreement.

The OIG recommends that the Parish does not enter into contract agreements with private entities that would not allow the Parish to monitor the performance or controls of the service provided.

The Parish concurs, generally, with the OIG's Finding No. 9.

The Jefferson Parish Code of Ordinance 2-925.1 allows for the approval of payment for incurred expenses "supported by documentation to the reasonable satisfaction of the parish." The Council's approval of the Resolution was on the basis of services previously rendered and the contract with LCFS for continuous services.

Parish Action Plan to Implement Policies and Procedures

Jefferson Parish's efforts to strengthen monitoring and enforcement of contract provisions, in conjunction with its plans to implement additional procedures to effectively communicate CEA terms, will ensure that any vendor, at the time of the agreement avails itself to the Parish's monitoring controls applicable to the service provided.

On joint motion of all Councilmembers present the following ordinance was offered:

SUMMARY NO. 23220 ORDINANCE NO. 24007

An ordinance establishing requirements and regulations for cooperative endeavor agreements with non-governmental organizations; and otherwise providing with respect thereto.

THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That Chapter 2, "Administration"; Article VII, "Finances, Contracts, Purchases and Sales"; Division 3, "Restrictions on Contracts and Other Agreements" of the Jefferson Parish Code of Ordinances is hereby amended by adding Section 2-925.1 thereto, to read as follows:

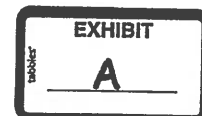
Section 2-925.1. Cooperative Endeavor Agreements with Non Governmental Organizations

- A) Jefferson Parish adopts a standard cooperative endeavor agreement document format to regulate agreements with non-governmental organization as authorized by Art. VII, Sec 14 of the Louisiana Constitution of 1974. Non-governmental organizations include, but are not limited to private entities, religious associations, non-profit organizations and 501(c)3 non-profit corporations.
- B) All cooperative endeavor agreements entered into between the parish and any non-governmental organization shall contain the following (which are illustrative and not exclusive):
 - 1) A detailed and specific public purpose sought to be achieved through the cooperative endeavor agreement and identification of the specific services to be provided;
 - 2) The total amount and schedule of any payments to be made. Payments are to be made on a reimbursement basis. Details must be provided for the program's budget, including amounts budgeted for salaries, professional services, contracts, acquisitions, major repairs, operating services and other charges;
 - 3) The term of the agreement;
 - 4) A provision that the party to the agreement is an independent contractor and that no employment or other relationship is created;
 - 5) Provisions that the non-governmental organization shall provide periodic reports to the Parish regarding the expenditure of funds under the agreement; and
 - 6) Cooperative endeavor agreements funded with Federal grant monies may be exempt from the requirements of Section 2-925.1 if following this Section will create a conflict with the Federal grant guidelines.
- C) The standard format for a cooperative endeavor agreement with a non-governmental organization shall be in accordance with this ordinance and the sample format, attached hereto as Exhibit "A". Amendments to this standard format may be ratified and approved by resolution of the Jefferson Parish Council, and any amendments so ratified shall be incorporated into the approved standard format for cooperative endeavor agreements.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

This ordinance was declared to be adopted on the 11th day of May, 2011, and shall become effective as follows, if signed forthwith by the Parish President, ten (10) days after adoption, thereafter, upon signature by the Parish President or, if not signed by the Parish President upon expiration of the time for ordinances to be considered finally adopted without the signature of the Parish President, as provided in Section 2.07 of the Charter. If vetoed by the Parish President and subsequently approved by the Council, this ordinance shall become effective on the day of such approval.



On motion of Mr. Thomas, seconded by Mr. Roberts, the following ordinance was offered:

SUMMARY NO. 23356 ORDINANCE NO. 24136

An ordinance amending Chapter 2, Section 2-925.1 of the Jefferson Parish Code of Ordinances to adjust the payment procedures for cooperative endeavor agreements with non-governmental organizations, and to provide for other related matters. (Parishwide)

WHEREAS, modifications to Chapter 2, Section 2-925.1 of the Jefferson Parish Code of Ordinances will help ensure compliance with the terms of the cooperative endeavor agreement.

NOW, THEREFORE, THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That Section 2-925.1 of the Jefferson Parish Code of Ordinances is hereby amended and reenacted to read as follows:

Sec. 2-925.1 – Cooperative endeavor agreements with non-governmental organizations.

- (a) Jefferson Parish adopts a standard cooperative endeavor agreement document format to regulate agreements with non-governmental organization as authorized by Art. VII, Sec. 14 of the Louisiana Constitution of 1974. Non-governmental organizations include, but are not limited to private entities, religious associations, non-profit organizations and 501(c)3 non-profit corporations.
- (b) All cooperative endeavor agreements entered into between the parish and any non-governmental organization shall contain the following (which are illustrative and not exclusive):
 - (1) A detailed and specific public purpose sought to be achieved through the cooperative endeavor agreement and identification of the specific services to be provided;
 - (2) The total amount and schedule of any payments to be made. Payments are to be made on a reimbursement basis. Details must be provided for the program's budget, including amounts budgeted for salaries, professional services, contracts, acquisitions, major repairs, operating services and other charges;
 - (3) The term of the agreement;
 - (4) A provision that the party to the agreement is an independent contractor and that no employment or other relationship is created;
 - (5) Provisions that the non-governmental organization shall provide periodic reports to the parish regarding the expenditure of funds under the agreement; and
 - (6) Cooperative endeavor agreements funded with federal grant monies may be exempt from the requirements of section 2-925.1 if following this section will create a conflict with the federal grant guidelines.
- (7) For the purposes of this Section, reimbursement shall be defined as either:
 - (a) payment by the Parish to the non-governmental organization those amounts actually incurred, without increase or mark-up, as contemplated and defined in the Cooperative Endeavor Agreement, and supported by documentation to the reasonable satisfaction of the Parish; or in the alternative, (b) payment by the Parish to the non-governmental organization those amounts supported by advance service invoices to the reasonable satisfaction of the Parish, for those services to be supplied at actual cost, without increase or mark-up. The Parish shall review and approve reimbursement in accordance with the terms and conditions of the Cooperative Endeavor Agreement. In the event of payment by the Parish of advance service invoices, the non-governmental entity recipient shall provide Parish affirmative proof of payment of the invoices within 7 days of receipt of funds from the Parish.
 - (c) The standard format for a cooperative endeavor agreement with a non-governmental organization shall be in accordance with this section and the sample format, attached hereto as Exhibit "A". Amendments to this standard format may be ratified and approved by resolution of the

Jefferson Parish Council, and any amendments so ratified shall be incorporated into the approved standard format for cooperative endeavor agreements.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

This ordinance was declared to be adopted on the 12th day of October, 2011, and shall become effective as follows, if signed forthwith by the Parish President, ten (10) days after adoption; thereafter, upon the signature by the Parish President, or, if not signed by the Parish President, upon expiration of the time for ordinances to be considered finally adopted without the signature of the Parish President, as provided in Section 2.07 of the Charter. If vetoed by the Parish President and subsequently approved by the Council, this ordinance shall become effective on the day of such approval.

On motion of Mr. Roberts, seconded by Mr. Lagasse, the following ordinance was offered:

SUMMARY NO. 23863 ORDINANCE NO. 24601

An ordinance to amend Chapter 2, Article VII, Section 2-925.1 of the Code of Ordinances of Jefferson Parish, Louisiana, to amend the requirements for cooperative endeavor agreements with non-governmental entities, and to provide for other related matters. (Parishwide)

THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That § 2-925.1(b)(2) of the Jefferson Parish Code of Ordinances be amended as follows:

(b)...

(2) The total amount and schedule of any payments to be made. All payments made shall be without increase or mark-up. All payments shall be made based on the submission of one of the following: Payments are to be made on a reimbursement basis. Details must be provided for the program's budget, including amounts budgeted for salaries, professional services, contracts, acquisitions, major repairs, operating services and other charges;

i) Evidence of amounts actually incurred, supported by documentation to the reasonable satisfaction of the parish;

ii) Advance service invoices to the reasonable satisfaction of the parish. In the event of payment by the parish of advance service invoices, the non-governmental entity recipient shall provide parish affirmative proof of payment of the invoices within seven (7) days of receipt of funds from the parish;

iii) A detailed program budget, if the non-governmental entity is providing continuous service of over one year as evidenced by the Agreement. The budget shall include amounts budgeted for salaries, professional services, contracts, acquisitions, major repairs, operating services and other charges. Budgets shall be approved at least annually by the Internal Auditor for Parish.

SECTION 2. That § 2-925.1(B)(7) of the Jefferson Parish Code of Ordinances shall be deleted.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

The ordinance was declared to be adopted on this 16th day of October, 2013, and shall become effective as follows; if signed forthwith by the Parish President, ten (10) days after adoption, thereafter upon signature by the Parish President, or if not signed by the Parish President, upon expiration of the time for ordinances to be considered finally adopted without the signature of the Parish President, as provided in Section 2.07 of the Charter. If vetoed by the Parish President and subsequently approved by the Council, this ordinance shall become effective on the day of such approval.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

Sec. 2-925.1. - Cooperative endeavor agreements with non-governmental organizations.

(a)

Jefferson Parish adopts a standard cooperative endeavor agreement document format to regulate agreements with non-governmental organization as authorized by Art. VII, Sec. 14 of the Louisiana Constitution of 1974. Non-governmental organizations include, but are not limited to private entities, religious associations, non-profit organizations and 501(c)3 non-profit corporations.

(b)

All cooperative endeavor agreements entered into between the parish and any non-governmental organization shall contain the following (which are illustrative and not exclusive):

(1)

A detailed and specific public purpose sought to be achieved through the cooperative endeavor agreement and identification of the specific services to be provided;

(2)

The total amount and schedule of any payments to be made. All payments made shall be without increase or mark-up. All payments shall be made based on the submission of one (1) of the following:

i.

Evidence of amounts actually incurred, supported by documentation to the reasonable satisfaction of the parish;

ii.

Advance service invoices to the reasonable satisfaction of the parish. In the event of payment by the parish of advance service invoices, the non-governmental entity recipient shall provide parish affirmative proof of payment of the invoices within seven (7) days of receipt of funds from the parish;

iii.

A detailed program budget, if the non-governmental entity is providing continuous service of over one (1) year as evidenced by the agreement. The budget shall include amounts budgeted for salaries, professional services, contracts, acquisitions, major repairs, operating services and other charges. Budgets shall be approved at least annually by the internal auditor for parish;

(3)

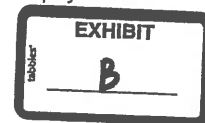
The term of the agreement;

(4)

A provision that the party to the agreement is an independent contractor and that no employment or other relationship is created;

(5)

about:blank



10/20/2014

Provisions that the non-governmental organization shall provide periodic reports to the parish regarding the expenditure of funds under the agreement; and

(6)

Cooperative endeavor agreements funded with federal grant monies may be exempt from the requirements of section 2-925.1 () if following this section will create a conflict with the federal grant guidelines.

(7)

[Repealed.]

(c)

The standard format for a cooperative endeavor agreement with a non-governmental organization shall be in accordance with this section and the sample format, attached hereto as Exhibit "A". Amendments to this standard format may be ratified and approved by resolution of the Jefferson Parish Council, and any amendments so ratified shall be incorporated into the approved standard format for cooperative endeavor agreements.

(Ord. No. 24007, § 1, 5-11-11; Ord. No. 24136, § 1, 10-12-11; Ord. No. 24601, §§ 1, 2, 10-16-13)

Editor's note—

Exhibit "A" is not set out herein, but is on file and available for inspection in the offices of the parish.

EXHIBIT "A"

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

**THE PARISH OF JEFFERSON
AND**

This Agreement is made and entered into on this ____ day of _____, 20____, by and between the Parish of Jefferson by and through the Parish Council, hereinafter called the PARISH, represented by _____ (Council Chairman's name) _____, Council Chairman, duly authorized to act pursuant to Ordinance/Resolution No. _____, adopted on _____, 20____, and _____ (Organization name) _____, (if applicable, a 501(C)3 not-for-profit corporation or any other applicable designation) Federal ID No. _____, hereinafter called ORGANIZATION (may also be referred to as the Contracting Party), represented by _____ (legal name of recipient) _____, its _____ (title of representative) _____; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 ORGANIZATION, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH desires to cooperate with the ORGANIZATION in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose of the Project is described as: *(provide a detailed description of the public purpose sought to be achieved through the cooperative endeavor agreement)*;

WHEREAS, the PARISH has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to the consideration described in this Agreement;

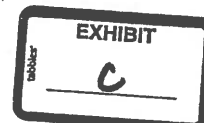
WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together;

NOW, THEREFORE, the PARISH and ORGANIZATION hereby agree as follows:

SECTION 1- SERVICES

The ORGANIZATION shall: *(Narrative should detail the specific nature of the agreement, the background of the agreement, and the duties of the contracting agency (i.e. the program goals and objectives as well as the expected outcomes and results. The nature and description of the public benefit to be derived from the expenditure or*



transfer must be shown in the cooperative endeavor agreement. Authority will usually derive from the State Constitution, the Revised Statutes and the purpose for which the entity was created. In order for a legal entity to have legal authority for a purchase, the purchase should be related to the purpose for which the entity was created or be of a type which the entity is granted specific authority through the Constitution, statute, or other source of law to engage in. Further, the transaction should not be of a kind which is prohibited by law.)

SECTION 2 - DELIVERABLES

Deliverables: (Narrative should identify the actual services that are to be provided, the relevant activities and anticipated outcomes).

SECTION 3- PAYMENT

(Use Option A when monies are transferred.

A. In consideration of the services described above, the State and/or Agency hereby agrees to pay the ORGANIZATION a maximum fee of (enter maximum amount of contract \$_____). Payment will be made on a reimbursement basis in the following manner:

(Describe in detail the approval process that must be completed before the Organization can be paid including all payment schedules agreed to as well as all performance measures which must be met before compensation will be tendered. Also, in order to set forth the standards of reciprocity post-Cabela, include a comparison of compensation provided and benefits received with calculations that show a benefit at least equal to or greater than the expenditure.)

(Use Option B when services/benefits are exchanged.)

B. In consideration of the services described above, the State and/or Agency hereby agrees to provide benefits to the ORGANIZATION. Benefits will be received/provided in the following manner:

(Describe in detail the approval process that must be completed before the Organization can be paid including all payment schedules agreed to as well as all performance measures which must be met before compensation will be tendered. Also, in order to set forth the standards of reciprocity post-Cabela, include a comparison of compensation provided and benefits received with calculations that show a benefit at least equal to or greater than the expenditure.)

The ORGANIZATION shall submit an invoice for services performed to the PARISH within ten (10) days following the end of each calendar month, including a detailed list of services performed and an itemized account of time spent during that calendar month for each such service. The PARISH shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product.

SECTION 4 – TERM OF AGREEMENT

The term for this Agreement shall commence on the date first above written and shall continue in effect until (end date), unless sooner terminated as provided in Paragraphs 5 and 6.

SECTION 5 – TERMINATION FOR CAUSE

The PARISH may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, ORGANIZATION 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 PARISH may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.

SECTION 6 - TERMINATION FOR CONVENIENCE

The PARISH may terminate the Agreement at any time by giving thirty (30) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

SECTION 7 – FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

SECTION 8 – INDEPENDENT CONTRACTOR

ORGANIZATION hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that ORGANIZATION is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between PARISH and ORGANIZATION.

The parties hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d. pay workman's compensation insurance premiums for coverage for ORGANIZATION.
- e. ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 9 – INDEMNIFICATION *(if indemnification requirements are to be modified, it must be included in the Resolution ratifying the agreement)*

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including ORGANIZATION), arising out of or resulting from ORGANIZATION'S providing services under this Agreement, whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment used in the provision of said services, its agents or employees, and the ORGANIZATION hereby agrees to indemnify and hold the PARISH, its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the PARISH in connection therewith) for any such loss, damage, injury or other casualty.

ORGANIZATION also agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in connection with the provisions of this SECTION.

SECTION 10 – INSURANCE *(if insurance requirements are to be waived, it must be included in the Resolution ratifying the agreement)*

ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the PARISH, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. The PARISH may examine the policies at any time and without notice.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ORGANIZATION SHALL CONTAIN THE FOLLOWING CLAUSES:

1. ORGANIZATION insurers will have no right of recovery or subrogation against the PARISH, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The PARISH shall be named as additional insured as regards to general liability with respect to negligence by ORGANIZATION.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish of Jefferson for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.

5. ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for the ORGANIZATION.

B. Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverage required by the contract to the PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

1. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance coverage shall include coverage for bodily injury and property damage.
3. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
4. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
5. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of the PARISH prior to the commencing of any work. The PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the PARISH as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of the PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

SECTION 11 - REPORTS

ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.

SECTION 12 – COST AND COLLECTION RECORDS

The PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.

ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the PARISH, and copies thereof shall be furnished if requested.

SECTION 13 - NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

PARISH: _____
(name)
COUNCIL CHAIRMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, La. 70053
Phone No.: (504) 364-2626

ORGANIZATION: _____
(name)

(title)

(address)

(phone no.)

(e-mail address)

SECTION 14– ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of the PARISH.

SECTION 15 — LEGAL COMPLIANCE

The PARISH and the ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

SECTION 16 — EMPLOYMENT OF PARISH PERSONNEL

ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Jefferson.

SECTION 17 – COVENANT AGAINST CONTINGENT FEES

The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the ORGANIZATION any

fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability or, in PARISH's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 18 – DISCRIMINATION CLAUSE

The ORGANIZATION 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 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION 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 ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

SECTION 19 – ANNUAL APPROPRIATION

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the PARISH as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the ORGANIZATION, its successors or assigns for any further payments.

SECTION 20 — JURISDICTION

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 21 - SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 23 — ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or

Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and ORGANIZATION by its authorized representative.

This Agreement is executed in 4 originals on the day, month, and year first above written.

WITNESSES:

PARISH OF JEFFERSON

BY: _____
 (name)
COUNCIL CHAIRMAN

WITNESSES:

ORGANIZATION NAME

BY: _____
 (name)
 (title)

Cooperative Endeavor Agreement Questionnaire:

Organization/Entity Requesting CEA: _____

Contact Person for the Organization/Entity: _____

To ensure completion of the requested CEA please have all requests made one week prior to the publication of the agenda.

Please answer the following questions to aid in the creation of your Cooperative Endeavor Agreement.

1. What is the complete legal name of organization the Project with and what is the name of the agent who will be representing the organization?
2. What is the contact information of the organization, i.e. name, title, address, telephone number, e-mail?
3. To help establish the legal authority of the CEA please choose from among the following.
 - ___ Provides for a program of social welfare for the aid and support of the citizens of Jefferson Parish.
 - ___ Provide and maintain streets, highways, bridges, tunnels, and off-street parking facilities.
 - ___ Prepare, enact, and enforce plans for the direction and control of traffic; and install, maintain, and operate traffic control devices or arterials.
 - ___ Provide law enforcement, police protection, and traffic control services; develop and administer training, communications, records, crime investigation, jail and stockade facilities, and related services for the parish.
 - ___ Prepare, enact, and enforce a uniform fire code and provide fire prevention and protection services.
 - ___ Develop, operate, and regulate air, water, rail, and bus terminals; and regulate, control, grant franchises to, or itself operate, public transportation systems.
 - ___ Develop, maintain, and operate flood control and surface drainage programs, works, and systems; and cooperate with federal, regional, and state agencies in their development, administration, and operation.



___ Regulate, control, grant franchises to, or itself operate, sanitary sewerage and sewage disposal systems.

___ Regulate, control, grant franchises to, or itself operate, water supply, treatment, and service systems.

___ Develop, operate, or provide for refuse collection and disposal facilities.

___ Establish and administer parish housing, urban rehabilitation, and urban conservation programs.

___ Establish and maintain hospitals and provide a program of public health services.

___ Develop and administer a system of parish parks, playgrounds, recreation programs, libraries, museums, and other recreation and cultural facilities and programs.

4. Please explain what benefit the Parish is receiving and what the Parish is giving in exchange for this benefit. If this agreement includes any payments of cash, this explanation should include a dollar value for the benefit the parish will receive. (e.g. Parish has a reasonable expectation of receiving a festival which will promote tourism, recreation and culture in Jefferson Parish which is at least equivalent to the \$100.00 worth of consideration provided for in this Agreement)
5. What are the specific details of the project, background, duties of the parties, goals and expected outcomes?
6. Does the agreement involve a cash payment or exchange of services?
7. If the agreement involves cash payment, please state the amounts and provide a budget of how the funds will be spent.
8. What is the timetable for the agreement, specifically what will mark the start and end of the agreement?

If the organization is a 501(c)(3) not-for-profit, what is the Federal Tax Identification Number?



WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

JEFFERSON PARISH
JEFFERSON COMMUNITY ACTION PROGRAMS



JEDIDIAH JACKSON
DIRECTOR

JEFFERSON COMMUNITY ACTION PROGRAMS
ATTESTATION CONCERNING BLOOD OR FAMILIAL RELATION

Date: 6/22/13

Received by (print):

I (print), Chermaine Kelly (NAME), officer of LA Community + Family Services, Inc. (ORGANIZATION),
hereby attest that LA Community + Family Services Inc. (ORGANIZATION) has not or will not hire, employ,
subcontract or otherwise in any way enrich (goods or services included) with Community Service Block
Grant funding any person or entity by which there is a blood or familial relation with any member of our
organization. This includes, but is not limited to, blood or familial relations between officers, employees
and board members of LA Community + Family Services Inc. (ORGANIZATION) and their mothers, fathers, brothers,
sisters, aunts, uncles, cousins, or in-laws. I understand by signing below that if Jefferson Community
Action Programs discovers that LA Community + Family Services Inc. (ORGANIZATION) has violated this attestation,
Jefferson Community Action Programs will not reimburse LA Community + Family Services Inc. (ORGANIZATION)
for any costs associated with the violation of this attestation. If reimbursement has already occurred,
and through an audit or other oversight proceedings a violation of this attestation is discovered,
LA Community + Family Services Inc. (ORGANIZATION) will be liable for any questioned or disallowed costs
associated with the violation of this attestation.

Chermaine Kelly
Signature of Officer of Organization

6/22/13
Date signed

JOSEPH S. YENNI BLDG - 1221 ELAINWOOD PARK BLVD - SUITE 402 - JEFFERSON, LA 70123 - OFFICE 504.736.6900
AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES
AN EQUAL OPPORTUNITY EMPLOYER

