



**ATTACHMENT "E"**

**Disclosure and Certification Statement**

Act 10 of 2010

**Contractor's Name:** JEFFERSON PARISH

**Contractor's Mailing Address:** P.O. Box 9, Gretna, Louisiana 70053

**Parc Des Familles mailing address:** 7437 Lapalco Blvd., Marrero, LA 70072

**Organization Type:** Local government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

Thomas J. Capella - Council Chairman and Councilman-At-Large	Elton M. Lagasse - Council District 2 Byron L. Lee - Council District 3
Chris L. Roberts - Council District 1	Louis J. Congemi - Council District 4 Cynthia Lee-Sheng - Council District 5

*mailing address:* P.O. Box 9, Gretna, Louisiana 70053

C. J. Gibson – Director of Parks & Recreation

Wayne J. Nocito – Director of Parc Des Familles

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

C. J. Gibson - Director J.P. Dept. of Parks and Recreation 6921 Saints Drive Metairie, LA 70003	Wayne J. Nocito - Director Parc Des Familles 7437 Lapalco Boulevard Marrero, LA 70072
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List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.
- I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Thomas J. Capella  
Jefferson Parish Council Chairman

*(Name and Title of Person Authorized to sign for the Contractor)*

*(Signature of Person Authorized to sign for the Contracting Party)*

## STATE OF LOUISIANA

### COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR is made and entered into on the dates and at the places listed below, by and between the Department of Culture, Recreation and Tourism, Office of Tourism of the State of Louisiana, hereinafter referred to as "State" and/or "Agency," and Jefferson Parish officially domiciled at 200 Derbigny Street, Gretna, LA 70053 hereinafter referred to as "Contracting Party."

#### ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Act 11 of the 2010 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, and provides for an appropriation for the expenditure of State funds, within the Agency's budget for the benefit of **Jefferson Parish** of which the sum of **FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100 (\$465,000) DOLLARS** has been allocated as set forth in the attached **Plan** (Attachment A), which is attached to this agreement and made a part hereof; and

1.3 WHEREAS, in accordance with La R.S. 51:1254, the Louisiana Office of Tourism was established to be responsible for the design, plan, development, and implementation of the effective and accurate promotion of Louisiana's history, culture, art, folklife, recreational and leisure opportunities, natural and scenic resources, transportation, cuisine, sites, attractions, accommodations and events. The office shall encourage and assist local governmental and private sector development for the promotion of tourism; and

1.4 WHEREAS, Parc des Familles is a 610 acre track of land located in the parish of Jefferson, currently in the early development and construction stages of implementing the Parc des Familles Master Plan, which project is designed to create a prominent public park consisting of recreational facilities, an environmental study area, a commercial reception hall consisting of a 17,000 sq. ft. banquet facility overlooking the lake, botanical garden, maintenance facility, equestrian center, baseball quadraplex, stadium, science and art museum, and other public facilities; and

1.5 WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase the economic impact on tourism in Louisiana through strong, effective public initiatives, the State wishes to cooperate with the Contracting Party to hire an engineer to assist with development and to provide administrative services to construct four superior quality baseball fields to be located at Parc des Familles; and

1.6 WHEREAS, the public purpose is described as to provide supplemental funding for engineering services and to construct four (4) superior quality baseball fields at Parc des Familles for public enjoyment and as to serve as a economic stimulus for community recreation and tourism development and growth for the area; and

1.7 WHEREAS, the Contracting Party has provided all required information in accordance with the governor's Executive Order BJ 2008-29 on Cooperative Endeavor Agreements, which information is attached to this agreement and is made a part hereof by reference as "Attachment E."

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

**ARTICLE II**  
**SCOPE OF SERVICES**

2.1 Contracting Party shall publicly recognize the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism's support in this project in publicity efforts and shall use funding to perform the following services at Parc des Familles: 1) hire a professional engineer to develop the design and specifications of four (4) baseball fields at the park (complete by October 15, 2010), 2) ensure proper public bidding procedures to award a contract for services to construct the four (4) baseball fields (complete by April 15, 2011); and 3) ensure superior quality in the construction of four (4) baseball fields at the park (complete by June 30, 2011).

2.2 **Deliverables** shall include the following: a copy of the engineering contract, design plans and specifications for the baseball fields, copy of bidding documents, copy of the construction contract, quarterly **Progress Reports** and **Cost Reports**, invoices with supporting documentation for expenditures, photos of construction progress with each **Progress Report** and request for payment, a **Final Report** of services to include Louisiana tourism recognition provided, and final photos of the complete construction of four fields within the baseball park.

Contractor shall also ensure the leveraging of a return on the State's investment in the project by acknowledging the DCRT, Office of Tourism's financial support in the project by placing a prominent, highly visible sign (minimum 24 X 36 inches) on the baseball site recognizing the Department of Culture, Recreation and Tourism, Office of Tourism's funding support of the park and specifically the site for the baseball fields, public acknowledgment of Tourism in broadcasts, media opportunities, and public relations efforts; and shall acknowledge the State's support in printed publicity materials by inserting the **LouisianaTravel.com** logo on publicity pieces and on any websites hosted by the Contractor, used to promote the project. Instructions for the logo format and link can be found at <http://www.crt.state.la.us/tourism/grants.aspx>.

2.3 Contracting Party will provide to State quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's progression status, resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of appropriated funds. The **Progress Report (Attachment C)** and **Cost Report (Attachment D)** are attached to this agreement and made a part thereof by reference.

2.4 Budget: The **Budget** for this Project is incorporated herein as "**Attachment B**" which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this Project shall not exceed the total sum of **FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100 (\$465,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated for this Project by State. No state funds shall be paid for any one phase of this agreement that exceeds the categories shown on the **Budget (Attachment B)**, without the prior approval of State.

**ARTICLE III**  
**CONTRACT MONITOR**

3.1 The Contract Monitor for this contract is Jack Warner, his supervisor, successor or designee.

3.2 **Monitoring Plan:** During the term of this agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the Project, ongoing plans for the continuation of the Project, any deficiencies noted, and other matters relating to the Project. The Contract Monitor shall review and analyze the Contracting Party's **Plan** to ensure Contracting Party's compliance with all contract requirements.

The Contract Monitor shall also review and analyze the Contracting Party's written **Progress Reports** and **Cost Reports** and any work product for compliance with the Scope of Services; and shall:

1. Compare the Reports to Goals and Performance Measures outlined in this contract to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables
3. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information when needed.
4. Ensure that expenditures or reimbursements requested in **Cost Reports** are in compliance with the approved **Budget**. Contract Monitor shall coordinate with Agency's fiscal office for reimbursements to Contracting Party and shall contact Contracting Party for further details, information or documentation when necessary.

Between required performance reporting dates, Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by the established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance that may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

4.1 Provided Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of State, payments to the Contracting Party shall be made by State on a reimbursement basis after receipt from the Contracting Party and approval by State of *quarterly* **Cost Reports** requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of contracts, designs, bid documents, invoices, checks and other appropriate records reflecting expenses incurred), shall be attached to the Cost Report and original invoice requesting payment. All original documentation supporting the Reports shall be maintained by Contracting Party, and shall be subject to audit, as hereinafter stated.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such

reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to the Cost Reports for reimbursement.

4.3 Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of **July 1, 2010 and June 30, 2011**, and this Project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this agreement by the Office of Contractual Review.

4.4 The Contract Monitor shall monitor disbursements on a quarterly basis. Under circumstances such that the Contracting Party has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the Contracting Party has justified to the satisfaction of the Agency reasons for the lack of progress. If the Agency determines that the Contracting Party failed to use the appropriation within the estimated duration of the Project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

4.5 Contractor is informed that no funds appropriated in Act 11 shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the intended recipient of those funds, submits, for approval, a comprehensive Budget to the legislative auditor and the transferring agency showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. In addition, and prior to making such expenditure, the transferring agency shall require each recipient to agree in writing to provide written reports to the transferring agency at least every six months concerning the use of the funds and the specific goals and objectives for the use of the funds.

In the event the State or Agency determines that the Contractor failed to use the funds set forth in its budget within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives for the use of the funds, the State shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the division of administration and the Joint Legislative Committee on the Budget. Contractor shall be audited in accordance with R.S. 24:513. If the amount of the public funds received by the Contractor is below the amount for which an audit is required under R.S. 24:513, the State shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The Agency shall forward to the legislative auditor, the division of administration, and the Joint Legislative Committee on the budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted no later than May 1, 2011.

If it is determined by the Contract Monitor or by an audit that State funds were expended on non-reimbursable expense, the Contracting Party will be required to repay the State in accordance with the State's terms.

4.6 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number 72-6013920.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

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

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

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

**ARTICLE VII**  
**OWNERSHIP**

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

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 The Contracting Party shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of Contracting Party that relate to this agreement in compliance with the provisions of R.S. 24:513.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties, and approved by the Director of the Office of Contractual Review, Division of Administration.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This agreement shall begin on **July 1, 2010** and shall terminate on **July 15, 2011**.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party 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, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party 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 Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 11<sup>th</sup> day of October, 2010.

WITNESSES:

Department of Culture, Recreation and Tourism

Amie B. Po

Pam Breaux  
Pam Breaux, Secretary

Amille Dreisman

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 7<sup>th</sup> day of October, 2010.

WITNESSES:

Office of Tourism

Margie Curaw  
Christy Kelly

James "Jim" Hutchinson  
James "Jim" Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT Jefferson, Louisiana on the 27<sup>th</sup> day of October, 2010.

WITNESSES:

Jefferson Parish Council

Gail LeNormand  
Ann H. Guidry

John F. Young, Jr. Thomas J. Capella  
Jefferson Parish Council Chairman

# ATTACHMENT "A" PLAN

**NAME OF CONTRACTING PARTY:**  
JEFFERSON PARISH

**NAME AND BRIEF NARRATIVE OF PROGRAM:**

Parc des Familles Master Plan under development - Funds will be used for engineering services to develop plans and oversee administrative functions and to construct four (4) baseball fields at the park.

**Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program:** Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)

The goal is to provide funding support to assist in continuing the development of the 610 acres site, Parc des Familles Master Plan using funds for engineering services to design, provide specifications and provide administrative services and to ensure appropriate public bidding procedures to hire a contractor to construct a baseball quadraplex at Parc Des Familles.

2. Program Objective(s) (*Objectives are intermediate outcomes—specific, measurable steps towards accomplishing the goal. They identify the expected outcomes and results.*)

The objective is to ensure a return on the State's investment in this project through public acknowledgement of the State funding support, adhering to quality planning, appropriate surveying, bidding procedures, precise construction control and administrative services to complete the construction of four baseball fields at Parc Des Familles by June 30, 2011.

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program.*)

1. Hire engineer to provide plans and specifications, ensure proper surveying and administrative services for construction of the baseball fields by October 15, 2010.
2. Ensure the following of the appropriate procedures to publicly bid out construction services in a legitimate and clearly defined contract for construction of the facility by April, 2011.
3. Complete the construction of four baseball fields at Parc Des Familles by June 30, 2011.

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.*)

1. Complete designs and specifications for the baseball quadraplex at Parc Des Familles.
2. Successful public bidding process and an awarded contract with a clearly defined Scope of Services for construction
3. Completion of construction of four baseball fields at Parc Des Familles
4. Ability to follow all reporting requirements to include progress reports and supporting documentation for expenses as noted in the Scope of Services
5. Verified public acknowledgement of the Louisiana Office of Tourism's support in the project through publicity, internet links and printed publicity materials. Contractor shall also
6. place a prominent highly visible sign (minimum 24 x 36 inches) on site recognizing the State's support in developing the site.

**ATTACHMENT "B"**

Page 1

**Project Budget (2010-11)**

**JEFFERSON PARISH**

**Anticipated Income or Revenue**

<u>Sources</u>	<u>Amounts</u>
Jefferson Parish Local funds	\$ 447,347.00
State Appropriation	<u>\$ 465,000.00</u>
<b>TOTAL</b>	<b>\$ 912,347.00</b>

**Anticipated Expenses**

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Line Item Appropriation</u>
Salaries	\$	\$
Related Benefits	\$	\$
Travel	\$	\$
Operating Services	\$	\$
Advertising	\$	\$
Printing	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office	\$	\$
Rentals	\$	\$
Dues and Subscriptions	\$	\$
Telephones	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$912,347.00	\$465,000.00
Other Charges	\$	\$
Acquisitions & Major Repairs	\$	\$
<b>Total Use of the Appropriation</b>	<b>\$912,347.00</b>	<b>\$465,000.00</b>

*(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services shall be detailed using pages 2 and 3 of Attachment B).*

# ATTACHMENT "B"

Page 2

## STAFFING CHART

Name of Organization: JEFFERSON PARISH

Name of Program: Construction of a Baseball Facility at Parc Des Familles

Name	Title	Total Salary Amount	Total Salary Paid by Appropriation Amount	Percentage	Related Benefits	Full time or Part Time # of months
Not Applicable						

# ATTACHMENT "B"

Page 3

## SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Name of Organization: JEFFERSON PARISH

Name of Program: Construction of a Baseball Facility at Parc Des Familles

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
<p>Meyer Engineers, Ltd. 4937 Hearst Ave. Suite 1B Metairie, LA 70001</p>	<p>Preparation of plans and specifications, surveying, and construction administration for a baseball quadraplex to be constructed at Parc Des Familles.</p>	<p>\$147,347</p>	<p>\$85,000</p>
<p>Contractor - TBD</p> <p><b>Note:</b> Contractor fully understands the requirement to submit a Disclosure and Certification Statement, Exhibit E, for the selected construction contractor of the baseball fields upon notification of an award and will also provide a copy of the contract to the State upon request of payment of services.</p>	<p>Construction of a baseball facility at Parc Des Familles in accordance with plans and specifications prepared by Meyer Engineers.</p>	<p>\$765,000 (est.)</p>	<p>\$380,000</p>
Totals		\$912,347	\$465,000

# ATTACHMENT "C"

## Progress Report

*(To be submitted at least quarterly showing progress achieved. Duplicate pages as needed.)*

**Organization:** JEFFERSON PARISH

**Contact Name:** Wayne J. Nocito

**Telephone:** (504) 349-5000

**Fax:** (504) 349-5016

**Provide Quarterly Updates in regards to the project**

<b>Goal:</b>	The goal is to provide funding support to assist in continuing the development of the 610 acres site, Parc des Familles Master Plan using funds to hire an engineer to design, provide specifications and provide administrative services for the project to include assisting in the public bidding process and to hire a contractor to construct four baseball fields at Parc Des Familles for public use.
<b>Objective(s):</b>	Construct four baseball fields at a new baseball park at Parc Des Familles by June 30, 2011.
<b>Activity(Activities) Performed:</b>	<ol style="list-style-type: none"> <li>1. Hire engineer to provide plans and specifications, ensure proper surveying and to provide construction administration services for the baseball quadraplex by October 15, 2010.</li> <li>2. Follow the procedures under public bid law to acquire bids for construction and enter into a legitimate and clearly defined contract for construction of the facility by April, 2011.</li> <li>3. Complete the construction of four baseball fields at Parc Des Familles by June 30, 2011.</li> </ol>
<b>Performance Measure(s):</b>	<ol style="list-style-type: none"> <li>1. Complete designs and specifications for a baseball quadraplex at Parc Des Familles.</li> <li>2. Successful public bidding process and an awarded contract with a clearly defined Scope of Services for construction</li> <li>3. Completion of construction of four baseball fields at Parc Des Familles</li> <li>4. Ability to follow all reporting requirements to include progress reports and supporting documentation for expenses as noted in the Scope of Services</li> <li>5. Verified public acknowledgement of the Louisiana Office of Tourism's support in the project through publicity, internet links and printed publicity materials</li> </ol>

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

**Signature of Authorized Person**

Wayne J. Nocito  
 Director - Parc Des Familles  
 Authorized Person

**Date**



**ATTACHMENT E-1**  
**Disclosure and Certification Statement**  
**Act 10 of 2010**

Contracting Party: Jefferson Parish

Name of Program: Construction of a Baseball Facility at Parc Des Familles

Sub-Contractor's Name: Meyer Engineers, Ltd.  
Sub-Contractor's Mailing Address: 4937 Hearst Ave.  
Suite 1B  
Metairie, LA 70001

Organization Type: Scorp (For example corporation, LLP, etc.)  
Corporate/Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Richard  
Rick Meyer, President  
Meyer Engineers, Ltd.  
4937 Hearst Ave.  
Metairie, LA 70001

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

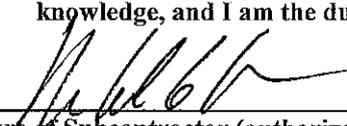
Jitendra  
Jitendra Shah  
Meyer Engineers, Ltd.  
4937 Hearst Ave.  
Metairie, LA 70001

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held. None

I hereby certify that this organization has not outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

  
Signature of Subcontractor (authorized person)

Rick Meyer, President  
Print Name and Title

9-12-10  
Date

**ATTACHMENT E-1**  
**Disclosure and Certification Statement**  
**Act 10 of 2010**

**Contracting Party:** Jefferson Parish

**Name of Program:** Construction of a Baseball Facility at Parc Des Familles

**Sub-Contractor's Name:** TBD

**Sub-Contractor's Mailing Address:**

**Organization Type:** \_\_\_\_\_ (For example corporation, LLP, etc.)  
Corporate/Private entities required to register with the Secretary of State's office must be in good standing with that office.

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

\_\_\_\_\_ I hereby certify that this organization has not outstanding audit issues or findings.

\_\_\_\_\_ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

\_\_\_\_\_ I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

\_\_\_\_\_  
Signature of Subcontractor (authorized person)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

**Name (as shown on your income tax return)**  
**Meyer Engineers, Ltd.**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**4937 Hearst Street**

City, state, and ZIP code  
**Metairie, Louisiana 70001**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
72	0917261

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶ **9-12-10**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# Contact Sheet

## Act 10 of 2010

Schedule 20-945

**Please complete all sections:**

Legal Name of Entity: Jefferson Parish

Authorized Persons: CEA: John F. Young, Jr. (or current Council Chairman)  
Attachments: Wayne Nocito

Contact Person, if different: Gary Lehmann

Telephone Number: 504-736-6779

Fax Number: 504-736-6739

Email Address: glehmann@jeffparish.net

Fed Tax ID#: 72-6013920

Physical Address: 1221 Elmwood Park Blvd., Suite 906, Jefferson, LA 70123

Mailing Address: P.O. Box 9, Gretna, Louisiana 70053

Parish: Jefferson

Legal Status of Entity \*: Local Government Authority

\* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

## Jefferson Parish Council

**Thomas J. Capella, Councilmember-at-Large/Council Chairman, [ThomasCapella@jeffparish.net](mailto:ThomasCapella@jeffparish.net)**  
East Bank Office: 736-6016      West Bank Office: 364-2624

**Chris Roberts, Councilman, District 1, [ChrisRoberts@jeffparish.net](mailto:ChrisRoberts@jeffparish.net)**  
Office: 364-2607

**Elton Lagasse, Councilman, District 2, [EltonLagasse@jeffparish.net](mailto:EltonLagasse@jeffparish.net)**  
East Bank Office: 736-6607      West Bank Office: 364-3446

**Byron Lee, Councilman, District 3, [ByronLee@jeffparish.net](mailto:ByronLee@jeffparish.net)**  
East Bank Office: 736-6591      West Bank Office: 364-2603

**Louis Congemi, Councilman, District 4, [LouisCongemi@jeffparish.net](mailto:LouisCongemi@jeffparish.net)**  
Office: 736-6622

**Cynthia Lee-Sheng, Councilwoman, District 5, [CynthiaLeeSheng@jeffparish.net](mailto:CynthiaLeeSheng@jeffparish.net)**  
Office: 736-6634

**Eula Lopez, Parish Clerk**  
Office: 364-2626

### **EAST BANK COUNCIL ADDRESS:**

*East Bank Council Receptionist 736-6600*  
Joseph S. Yenni Building  
1221 Elmwood Park Blvd.  
10th Floor  
Jefferson, LA 70123-2337

### **WEST BANK COUNCIL ADDRESS:**

*West Bank Council Receptionist 364-2600*  
General Government Building  
200 Derbigny Street  
6th Floor  
Gretna, LA 70053-5850

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Jefferson Parish</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Parish/Local Government</b>	
Address (number, street, and apt. or suite no.) <b>PO Box 9</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Gretna, LA 70054</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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Social security number
or
Employer identification number
<b>72                      6013920</b>

**Part II Certification**

Under penalties of perjury, I certify that:

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<b>Sign Here</b>	Signature of U.S. person ▶ <i>Diana A. Butler</i>	Date ▶ <i>9/8/09</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

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2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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- The U.S. owner of a disregarded entity and not the entity,