

CHECK OFF IF APPLICABLE TO THE CONTRACTOR AND **PROVIDE THE NECESSARY DOCUMENTATION:**

CORPORATIONS:

- Public Municipality**
- Nonprofit Corporation**
(Requires Board Resolution of Authority)
- Business Corporation**
(Requires Board Resolution of Authority and Disclosure of Ownership)
- Louisiana Commissioned Agency (Not for Profit)**
- Limited Liability Company**
- Out of State Corporation**
(Requires Certificate of Authority to do business in Louisiana and requires agency justification)
- Limited Liability Company**
- Sole Proprietor**
(Requires statement written on company letterhead/stationary stating that the person is indeed the sole owner and as such has the authority to sign on behalf of the company)
- Out of State Contractor**
(Requires agency justification)
- Contractor is a Consultant**
(Requires resume if contracting with individual or sole proprietor of a company)
- Advance Payment**
(Requires justification from contractor and agency approval)
- Multiyear Contract**
(Requires agency justification)
- RFP Contract**

STAFF PERSON TO MONITOR CONTRACT:

Jack Warner



JAY DARDENNE
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF TOURISM

CHARLES R. DAVIS
DEPUTY SECRETARY

KYLE EDMISTON
ASSISTANT SECRETARY

INTER-AGENCY MEMORANDUM

DATE: January 22, 2013

TO: Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

FROM: Kyle Edminston
Assistant Secretary
DCRT, Office of Tourism

RE: Justification for Late Submission

CONTRACTOR: Jefferson Parish

Message:

Deputy Secretary Davis: Please consider this memo justification for the late submission of the Cooperative Endeavor Agreement with Jefferson Parish, for the purpose of providing financial support to assist in continuing construction of the 610-acre Parc des Familles site. The site will be a prominent public park developed in accordance with the Parc des Familles Master Plan that will assist in tourism and economic development in Jefferson Parish. This agreement is being submitted late because of the need for final approval of the FY-13 budget in the 2012 Legislative session. In addition to budget approval the time needed to negotiate acceptable deliverables, receive statutorily required documentation and the extensive review and approval process by Jefferson Parish that required in excess of 60 days for final approval and signatures.

Under the terms of this agreement, the Office of Tourism is satisfying the intent of the Legislature, to enter into an agreement with the Contractor to produce an event that generates positive economic activity that benefits the Louisiana tourism industry; therefore it is in the best interest of the State to proceed with this agreement for this purpose.

Contracts and Letters of Agreement Tourism Routing Slip

Contractor:	<u>Jefferson Parish</u>	Amount: \$	<u>418,500.00</u>
To/Thru:	<u>July 1, 2012 - June 30, 2013</u>	Initials	Date
R/A	<input checked="" type="checkbox"/> Charlotte Galloway, Contracts	<u>see attached</u>	<u>10/24/2012</u> <i>CG</i>
R/A	<input checked="" type="checkbox"/> Karen Richardson, Contracts	<u>see attached</u>	<u>10/24/2012</u>
R/A	<input checked="" type="checkbox"/> Julia George Moore, Legal	<u>see attached</u>	<u>10/24/2012</u>
R/A	<input checked="" type="checkbox"/> Jack Warner, Deputy Asst. Sec	<u><i>[Signature]</i></u>	<u>10-31-12</u>
R/A	<input checked="" type="checkbox"/> Kyle Edmiston, OT Asst. Sec.	<u><i>KE</i></u>	<u>10/31/12</u>
R/A	<input checked="" type="checkbox"/> Randy Davis, Deputy Secretary	<u><i>CPD</i></u>	<u>11/1/12</u>
R/A	<input type="checkbox"/> Desiree Honoré, OMF	_____	_____

Note: Circle R if reviewer or A if approved; please adhere to deadlines and turn around documents timely; attach support documentation.

Monitor: Jack Warner
Preparer: *Judy Holloman*
~~Velma Gray~~

Contract
 Letter of Agreement
 Other (CEA)

Document Summary:

Funding provided under this agreement was initiated by the Legislature to expand and increase the economic impact of tourism in Louisiana in accordance with the appropriation contained in Act 13 of 2012, the State wishes to cooperate with the Contractor in adding amenities at the recently constructed gymnasium and quadraplex baseball field at Parc des Familles ("Park"); .

Late Justification:

This agreement is not being submitted within 45 days of the beginning of services because of the need for final approval of the budget in 2012 Regular Legislative Session, as well as the time needed to receive statutorily required documentation, extensive reviews and the final approval to route for signatures.

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

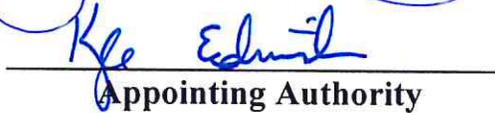
Agency/Program: 267 - Tourism

Recipient: Jefferson Parish (Parc des Familles)

- Indicate:**
- Cooperative Endeavor
 - Professional Services Contract
 - Personal Services Contract
 - Consulting Services Contract
 - Social Services Contract
 - Grant: Indicate Specific Program
 - Line Item Appropriation
 - Letter of Agreement

- | Yes | No | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include budget worksheet? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include anticipated uses? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include estimated duration of the project? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include goals, objectives, and measures of performance? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement indicate requirement of written progress report every six (6) months? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been approved by the appointing authority? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor? |

Signatures:

 _____ Contract Monitor	<u>10/31/12</u> _____ Date
 _____ Appointing Authority	<u>10/31/12</u> _____ Date

**State of Louisiana
And
Jefferson Parish
Cooperative Endeavor Agreement
For
Parc des Familles**

THIS COOPERATIVE ENDEAVOR is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as "State," and Jefferson Parish officially domiciled at 200 Derbigny Street (P.O. Box 9), Gretna, LA 70053; hereinafter referred to as "Contractor."

WITNESSETH:

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

WHEREAS, 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, and the office is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La R. S. 51:1255 (8), the Office of Tourism is also mandated to cooperate with all governmental agencies, tourists, promotion agencies, private industry, and private nonprofit associations and organizations in the promotion, advertising, and publicity of the state, including cooperative advertising, formation of local promotion groups, and other activities necessary and proper to promote and assist in the expansion of tourism and the tourism industry in Louisiana; and

WHEREAS, Jefferson Parish is a political subdivision of the state of Louisiana, and within the parish is a 610 acre tract of land that is currently in the early development and construction stages of implementation of the Parc des Familles Master Plan (Project), an economic development project designed to create a prominent public park; when complete the park will consist of recreational facilities, an environmental study area, a commercial reception hall that will consist of a 17,000 sq. ft. banquet facility overlooking a lake, botanical garden, maintenance facility, equestrian center, baseball quadraplex, stadium, science and art museum, and other public facilities; and

WHEREAS, consistent with the Office of Tourism's Master Plan to expand and increase the economic impact of tourism in Louisiana through strong and effective public initiatives and in accordance with the appropriation contained in Act 13 of 2012, the State wishes to cooperate with the Contractor in adding amenities at the recently constructed gymnasium and quadraplex baseball field at Parc des Familles ("Park"); and

WHEREAS, the public purpose of this endeavor is to stimulate economic development through the support of a public recreation project that will attract visitors and improve public perceptions of Louisiana as a destination for leisure and recreation. This public purpose comports with the State's legal purposes cited above. The State will also receive publicity and promotional consideration for its support. The State has a

demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of public funds.

SCOPE OF SERVICES

As provided herein and in greater detail in Exhibit A, Contractor shall:

- Use appropriate procedures to construct a 176-space asphalt parking lot to facilitate public access and convenience to the gymnasium and baseball quadraplex facilities located on the site of Parc des Familles.
- **Progress Reports** - Contractor shall provide at least quarterly detailed **Progress Reports using the format attached hereto (Exhibit D)** to keep the State informed regarding Project activities. The reports shall include supporting documentation for activities. Supporting documentation for activities may include construction timelines, inspection records, photos of progress, and copies of publicity pieces including press releases, newspaper articles, and other media activities that address Project activities. Contractor shall also include construction plans and specifications, copies of agreements, financial records, paid invoices, updates regarding current developments, and other documentation to confirm construction activities.
- **Financial Accountability for Expenses** – With any request for payment, Contractor shall provide an itemized invoice with supporting documentation listing all expenses to be reimbursed by the State. All payment requests must be in compliance with the projected **Budget (Exhibit B)**. Contractor shall continuously maintain financial accountability for all funds, records and accounts associated with this Project. A **Progress Report (Exhibit D)** must be submitted with any request for reimbursement.
- **Final Report** - Upon conclusion of services provided within the terms of this agreement, Contractor shall submit to the State a **Final Report (Exhibit D)**. The Final Report shall summarize all activities and expenditures associated with the Project and shall provide detailed information to show the achievement of the specific goals and objectives that are outlined in **Exhibit A**. Contractor shall also submit documentation to verify acknowledgement of the State’s financial support of the Project, such as copies of press releases, newspaper articles and other publicity pieces, and photos of on-site signage that recognize the State’s financial support. Contractor must also submit a final photo showing the current state of the completed construction site. Contractor agrees to submit the **Final Report** upon completion of services. The Final Report must be submitted with the request for the final payment.

State Tourism Recognition as a Supporter of the Project

Contractor shall use every available opportunity to ensure that the State is prominently recognized as a financial supporter of the Parc des Familles construction project in the following manner:

Contractor shall:

- Prominently insert Louisiana’s official tourism logo “**Louisiana Pick Your Passion**” on websites and in all available publicity pieces that are developed to promote the Project including, providing a link to the State’s official tourism website www.louisianatravel.com, when link option is possible. Questions regarding the use of the State’s official logo shall be directed to the Louisiana Office of Tourism’s Programs and Services department.

- Provide speaking opportunities for representatives from the Office of the Lieutenant Governor or the Department of Culture, Recreation and Tourism, Office of Tourism to participate in major events that promote Park activities, such as press conferences, tournaments, meetings or other prominent activities, to promote Louisiana tourism and to acknowledge the State's support of the Project.
- Maintain on site, a first-quality permanent and prominently visible sign not smaller than 4'× 6' that acknowledges the State's financial contributions to the construction of the Park.
- Verbally recognize the Office of the Lieutenant Governor and Department of Culture, Recreation and Tourism, Office of Tourism as a financial supporter in publicity efforts, including advertisements, speaking engagements, and media sets that promote the Project.

PAYMENT TERMS

In consideration of the services described above, the State hereby agrees to reimburse the Contractor in an amount not to exceed the total sum of **FOUR HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$418,500.00) DOLLARS**, which sum is inclusive of all costs and expenses to be paid by State in connection with the Project. No state funds shall be remitted for any items that are not listed in the **Budget (Exhibit B)**, without prior written approval of State. Travel expenses, if any, shall be allocated in the attached Budget (Exhibit B), and are reimbursable only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only upon approval of the State's assigned Contract Monitor, Jack Warner, his supervisor, designee or successor.

Contractor shall submit at least **quarterly Progress Reports** and **Itemized Cost Reports** listing all costs to be reimbursed, accompanied by an original invoice on the Contractor's official letterhead, with supporting documentation for all expenses for which reimbursements are being requested. Supporting documentation shall include copies of dated contractual agreements, signed work orders, financial statements of payment transfers, copies of paid vendor invoices, billing statements, requisitions, receipts, processed checks, and other appropriate records that accurately reflect incurred expenses for the Project as described herein. Other items of proof of services may include copies of construction and installation documents, photos of the construction site, and proof of acknowledgement of the State's financial support of the Project as specified herein. All original documentation to support the reimbursement request must be maintained by the Contractor and is subject to audit, as hereinafter stated.

Payment is contingent upon the continued availability of funds and upon the approval of this agreement by the director to the Louisiana Division of Administration, Office of Contractual Review.

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

The Contractor is notified that no funds appropriated under Act 13 of the 2012 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the Contractor executes a copy of this Agreement and submits to State for approval, a Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The State shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 72-6013920-26.

TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

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

OWNERSHIP

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

ASSIGNMENT

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

FINANCIAL DISCLOSURE

The Contractor shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contractor 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.

AUDITOR'S CLAUSE

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

In accordance with La. R.S. 24:513 H (2)(a), quasi public agencies or bodies shall designate an individual who shall be responsible for filing annual financial reports with the Legislative Auditor and shall notify the Legislative Auditor of the name and address of the person that is designated. A quasi public agency or body is defined in La. R.S. 24:513 A (1)(b).

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.

AMENDMENTS IN WRITING

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 Louisiana Division of Administration, Office of Contractual Review.

FISCAL FUNDING CLAUSE

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.

TERM OF CONTRACT

This agreement shall begin on July 1, 2012 and shall terminate on June 30, 2013.

DISCRIMINATION CLAUSE

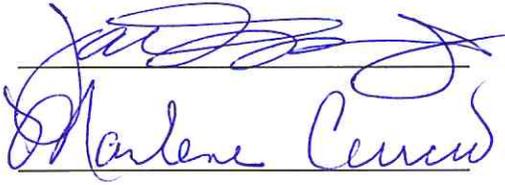
The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

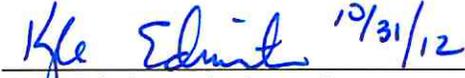
Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor,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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 31st day of October, 2012.

WITNESSES:

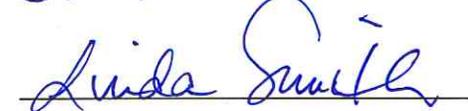
Department of Culture, Recreation and
Tourism, Office of Tourism

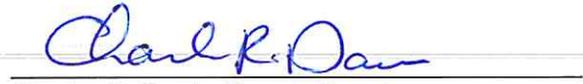

Marlene Cecus


Kyle Edmiston, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 1st day of November, 2012.

WITNESSES:

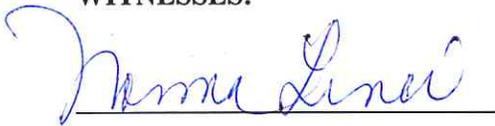
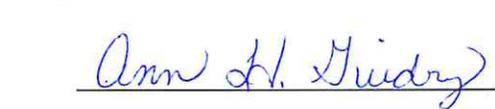

Ari B. B.

Linda Smith


Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor and
Department of Culture, Recreation and Tourism

THUS DONE AND SIGNED AT GREYNA, Louisiana on the 10th day of January, ~~2012~~. 2013

WITNESSES:

Jefferson Parish


Nanna Lina

Ann H. Guidry


Christopher L. Roberts
Jefferson Parish Council Chairman

EXHIBIT A

Agency Name: Department of Culture, Recreation and Tourism, Office of Tourism
Contractor's Name: Jefferson Parish (Parc des Familles)
Contract Monitor: Jack Warner

Detailed Goal: The goal of this endeavor is to encourage tourism and economic development activities by providing financial support to assist in continuing construction of the 610-acre site to develop the Parc des Familles Master Plan to build a prominent public park that will assist in tourism and economic development in Jefferson Parish. Specifically, funds provided under this agreement will be used to construct 176-space asphalt parking lot to facilitate public access and convenience to already constructed facilities.

Objectives: The objective is to complete the construction of a 176-space asphalt parking lot using quality construction products, using the appropriate procedures, at the recently constructed gymnasium and baseball field quadraplex. Construction must be in compliance with the Jefferson Parish Engineering Standards. Contractor shall use the Parish's asphalt maintenance contractor to perform the construction (to be completed by June 30, 2013).

Contractor shall also ensure that the State is acknowledged for financial support to the Project as specified in the Scope of Services to include print media, internet media, and through verbal acknowledgements. Contractor shall also provide opportunities for State tourism representatives to speak at major events used to promote the Park, including public meeting and media events.

Deliverables: Shall include the following: 1) copies of cost and construction documents including plans and specifications, 2) copies of signed contractual agreements for services, 3) proof of progress and completion of construction to include inspection certificates, photos and other documents that verify the completion of the Project, 4) Progress Reports as specified in the Scope of Services, 5) Itemized Cost Reports with supporting documentation for expenses, 6) information and documentation that verifies that the State was acknowledged as a financial supporter of the Project, and 7) the Final Report as specified in the Scope of Services.

Performance Measures: The Contractor's performance will be measured by 1) completion of the 176-space asphalt parking lot, in compliance with the stated terms, 2) the level of recognition that the State receives as a supporter of the Project, 3) the Contractor's ability to adhere to timelines, 4) adherence to all reporting requirements to include complete Progress Reports, Itemized Cost Reports, and the submission of adequate documentation of the completion of the project and expenses incurred, and 5) by the usefulness of the information submitted in reports, showing the achievement of goals and objectives.

Monitoring Plan: The State's Contract Monitor for this agreement is Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor, or successor.

The Contract Monitor will ensure compliance with all requirements of this agreement in the following manner:

- Review services, follow progress as needed, and analyze the Contractor's written **Progress Reports (Exhibit D)** and **Itemized Cost Reports** with supporting documentation to ensure compliance with goals and objectives.
- Secure any missing deliverables or documents that are needed to verify services and expenses.
- Ensure that requests for reimbursements are in compliance with the approved **Budget (Exhibit B)**, prior to authorizing and releasing of payment.

- Ensure that the State is receiving adequate recognition for its financial support.
- Complete and submit a Performance Evaluation to the Office of Management and Finance within 45 days of the completion of all services or the termination or expiration of the agreement.

Utility of Final Product: Parc des Familles is an economic and tourism development project to create a prominent public park in Jefferson Parish. The Park is being constructed in stages; when complete, the Park will consist of recreational facilities, an environmental study area, a commercial reception hall that will consist of a 17,000 sq. ft. banquet facility overlooking a lake, botanical garden, maintenance facility, equestrian center, baseball quadraplex, stadium, science and art museum, and other public facilities that will also support the State's goal of attracting more visitors to Louisiana. Louisiana's tourism industry will receive economic benefits, and the State will be recognized as a supporter of the Project through on-site signage, internet media, verbal acknowledgement, printed promotional materials and through other publicity opportunities.

EXHIBIT B

Parc des Familles Projected Budget 2012 - 2013		
Anticipated Income or Revenue		
Sources: (Budgeted on State's Fiscal Year)	Amounts	
Jefferson Parish local Funds FY 2013:	\$ 31,500.00	
Louisiana Office of Tourism Funds FY 2013	\$418,500.00	
Total Revenue	\$ 450,000.00	
Expense Categories	Budget FY-13	Allocated to LOT
Total Contracted Services	\$450,000	418,500.00
Excavation (site prep)	\$32,000	
Stone Bedding	\$99,000	
Base Prep	\$74,000	
Asphalt	\$245,000	
TOTALS:	\$450,000.00	\$418,500.00

EXHIBIT C

SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Name of Organization: JEFFERSON PARISH

Name of Program: Construction of 176-space asphalt parking lot at Parc des Familles

Name and Address of Individual and/or Firm	Work to be Performed	Total Contract Amount	Total LOT
Contractor – Barriere Construction Co., L.L.C. One Galleria Blvd. Suite 1650 Metairie, LA 70001	Construction of an asphalt paved parking lot at the Parc des Familles site in the vicinity of the gymnasium and baseball quadraplex.	\$450,000.00	\$418,500
			\$418,500
Totals		\$450,000.00	\$418,500

EXHIBIT D

Progress and Final Report Format

At least quarterly, Contractor shall submit Progress Reports and upon conclusion of all services a Final Report in compliance with the Scope of Services as follows:

Provide a 1 to 2 page typed listing of detailed activities to inform the State regarding actions that are taking place; taking into careful consideration the goals, objectives, and the measures for performance. Full details are provided under the Scope of Services. With each report, please submit the following:

- 1) **Goal** - State the goal and provide the overall measurement for achievement of the goal (see Exhibit A).
- 2) **Objectives Accomplished** - List accomplishments in compliance with the stated objectives (see Exhibit A).
- 3) **Measure of Performance Outcome** – Address items listed under the Scope of Services and as listed on Exhibit A.
- 4) **Tourism Publicity** - Provide information regarding all publicity benefits that the State received, including recognition and acknowledgements of the Louisiana Office of Tourism’s financial support for this Project. Include documented proof.
- 5) **Construction Progress/Documents** – Provide an update of progress and include inspection records, contractual agreements, timelines, photo of progress updates, and other items that verify services.
- 6) **Public/Media Relations** - Provide supporting documentation for media relations and publicity efforts to include copies of publicity materials, press releases, articles, advertisements, public announcements, website acknowledgements, and other documents that recognize State’s support.
- 7) **Accountability for Expenditures** – Provide the **Itemized Cost Report**, accompanied by copies of contractual agreements, signed work orders, financial statements of payment transfers, copies of paid vendor invoices, billing statements, requisitions, receipts, processed checks, and other appropriate records or documents to support incurred cost/expenses as outlined in the Payment Terms. * *Itemized Cost Reports must reflect contract payment terms in compliance with the budget, Exhibit B, with documented proof of incurred expenses submitted at least quarterly.*
- 8) **Final Report**- Please see additional requirements in the Scope of Services.

EXHIBIT E

Disclosure and Certification Statement

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 and 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:

Name	Title	Mailing Address
Elton M. Lagasse	Council Chairman & Councilman-At-Large	P.O. Box 9 Gretna, Louisiana 70053
Chris L. Roberts	Councilman-At-Large	Same as above
Ricky Templet	Council District 1	Same as above
Paul Johnson	Council District 2	Same as above
Mark Spears	Council District 3	Same as above
Ben Zahn	Council District 4	Same as above
Cynthia Lee-Sheng	Council District 5	Same as above
C. J. Gibson	Director of Parks & Recreation	Same as above

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

Name	Title	Mailing Address
C. J. Gibson	Director	J.P. Dept. of Parks and Recreation 6921 Saints Drive, Metairie, LA 70003
Leo Webb	Assistant Director	Same as Above

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.

Name	Position	Amount Received
N/A	N/A	N/A

- X 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.
- X 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.



~~Elton M. Lagasse, Jefferson Parish Council Chairman~~ Christopher L. Roberts

Name and Title of individual authorized to sign on behalf of the Contractor

EXHIBIT E-1

Sub-Contractor's Disclosure and Certification Statement

Contractor's Name: JEFFERSON PARISH

List service to be provided: Construction of an asphalt parking lot located on the site at Parc des Familles

Sub-Contractor's Name: Barriere Construction, LLC

Sub-Contractor's Mailing Address: Barriere Construction Co., L.L.C., One Galleria Blvd., Suite 1650 Metairie, LA 70001

Organization Type: Limited Liability Corporation

(Corporate/Private entities required to register with the Secretary of State's office and 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:*

Name	Address
Bertand A. Wilson George H. Wilson Peter A. Wilson Brian J. Cooney Doug G. Olson	Barriere Construction Co., L.L.C., One Galleria Blvd., Suite 1650 Metairie, LA 70001 Phone: 504-581-7283

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

Name	Address
C.J. Gibson - Director Leo Webb - Asst. Director	J.P. Dept. of Parks and Recreation 6921 Saints Drive, Metairie, LA 70003

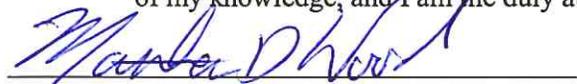
List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received, the position held within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

Name	Position	Amount Received

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)

11/14/12
(Date)

Matthew D. Woods - Division Manager
Print Name and Title and Sign above

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) Barriere Construction Co., L.L.C.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u> C </u> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) One Galleria Blvd., Suite 1650	Requester's name and address (optional)
City, state, and ZIP code Metairie, LA 70001	
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 the "Name" line 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.

Social security number								

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

Employer identification number									
6	1	-	0	6	2	4	0	4	7

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ <u>11/19/12</u>
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
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.

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.

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EXHIBIT F

**Contractor's Contact Sheet
FY 2012-13**

Schedule 20-945

Please complete all sections:

Legal Name of Entity: Jefferson Parish

Authorized Person(s) to sign documents	CEA	Elton M. Lagasse - Council Chairman
	Attachments	C.J. Gibson – Director Leo Webb – Asst. Director

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
Attn.: Gary Lehmann, Dept. of Capital Projects

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

EXHIBIT F-1

Jefferson Parish Council

Elton Lagasse, Councilman-at-Large/Council Chairman, EltonLagasse@jeffparish.net
East Bank Office: 736-6607 West Bank Office: 364-3446

Chris Roberts, Councilman-at-Large, ChrisRoberts@jeffparish.net
East Bank Office: 736-6615 West Bank Office: 364-2616

Ricky Templet, Councilman, District 1, RickyTemplet@jeffparish.net
Office: 364-2607

Paul Johnston, Councilman, District 2, PaulJohnston@jeffparish.net
Office:

Mark Spears, Councilman, District 3, MarkSpears@jeffparish.net
Office:

Ben Zahn, Councilman, District 4, BenZahn@jeffparish.net
Office:

Cynthia Lee-Sheng, Councilwoman, District 5, CynthiaLeeSheng@jeffparish.net
Office:

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