

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

February 26, 2009

Ms. Fran Gladden
Undersecretary
Department of Economic Development
Post Office Box 94185
Baton Rouge, LA 70804-9185

Dear Ms. Gladden:

Enclosed are approved copies of the following amendment submitted to us and received in our office on February 17, 2009.

Department of Economic Development
OCR# 252-900880 AMENDMENT # 01 CFMS # 669574
South La. Economic Council, Inc.

We appreciate your continued cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan H. Smith".

Susan H. Smith
Director

SHS/pl

Enclosure

MAR 3 - 2009

COPY

09027-A-21
669574

**FIRST AMENDMENT TO
COOPERATIVE ENDEAVOR AGREEMENT
(line item appropriation)
between
STATE OF LOUISIANA
DEPARTMENT OF ECONOMIC DEVELOPMENT
And
SOUTH LOUISIANA ECONOMIC COUNCIL, INC**

Be It Known, that this Second Amendment Agreement has been entered into and is effective as of **January 15, 2009**, by and between the **LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT** of the State of Louisiana, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, La. 70804-9185, hereinafter referred to as “**State**,” as “**LED**”, and/or as “**Agency**”, and **South Louisiana Economic Council, Inc., P. O. Box 2048, Thibodaux, Louisiana, 70310**, hereinafter referred to as “**Contracting Party**”, or as “**Recipient Entity**”.

WHEREAS, the parties hereto have previously entered into a **Cooperative Endeavor Agreement**, dated and to begin as of **July 1, 2008**, originally terminating on **July 31, 2009**; and

WHEREAS, due to projected a budget shortfall in the State fiscal year ending June 30, 2009, LED has been directed to reduce the amount of all Line Item Appropriations by five percent (5%), and the said parties desire to amend the budget of the Cooperative Endeavor Agreement, as hereinafter stated;

WHEREAS; the Cooperative Endeavor Agreement provides for the payment of a maximum amount of **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)** and is described as being for the following purpose: To advance and expand the existing and proposed SLEC services - plan, implement, and maintain community, education, and economic development activities that result in the economic growth and diversification of the Bayou Region (Assumption, Lafourche, Terrebonne and St. Mary Parishes), and the parties agree

THEREFORE, by mutual consent and agreement, the aforesaid Cooperative Endeavor Agreement (Agreement) is hereby amended and supplemented and the budget is reduced to **ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$142,500.00)**, as follows:

- I. Article II, paragraph 2.3 is hereby amended to read as follows:

**ARTICLE II.
SCOPE OF SERVICES**

2.3 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

ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED & NO/100 (\$142,500.00) 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 attached as "Attachment B", without the prior approval of State.

II. The Budget, Attachment B, pages 1 and 2, is hereby amended to read as the Attachment B, Pages 1 and 2 attached to this Amendment, and the Cost Report, Attachment D, is hereby amended to read as the Attachment D attached to this Amendment.

It is further understood and agreed that the language contained in this Amendment Agreement shall supersede any language to the contrary contained in the original Cooperative Endeavor Agreement and that all other terms, provisions and conditions of the original Cooperative Endeavor Agreement, shall remain the same, unchanged and in full force and effect.

THUS DONE AND SIGNED, at Thibodaux, Louisiana, on the 28 day of JAN, 2009.

WITNESSES:

Dabor
Gene Lafont

Contracting Party

By: [Signature]
Name: Vic Lafont
Title: Executive Director

THUS DONE AND SIGNED, at Baton Rouge, Louisiana, on the 11 day of Feb, 2009.

WITNESSES:

[Signature]
Xelby Blankenship
Jaye Davids
Jaye Davidson
[Signature]
Skip Smart, LED Contract Monitor

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: [Signature]
Fran Gladden, UnderSecretary

APPROVED
Office of the Governor
Office of Contractual Review

FEB 26 2009

[Signature]
DIRECTOR

“ATTACHMENT B”

Page 1

Project Budget (2008-09)

Name of Contracting Party: South Louisiana Economic Council, Inc

Anticipated Income or Revenue

<u>Sources</u> (list all sources of revenue)	<u>Amounts</u>
Louisiana Economic Development	\$142,500
Total Sources	\$142,500

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Line Item Appropriation</u>
Salaries	\$ 75,870	\$ 75,870
Related Benefits	\$ 20,630	\$ 20,630
Travel	\$	\$
Operating Services	\$ 17,500	\$ 17,500
Advertising	\$	\$
Interest Expense	\$	\$
Dues & Subscriptions	\$	\$
Insurance	\$	\$
Meeting	\$	\$
Lease/Equip Maintenance	\$	\$
Postage	\$	\$
Printing	\$	\$
Telephone	\$	\$
Other	\$	\$
Office Supplies	\$ 2,500	\$ 2,500
Professional Services	\$ 25,000	\$ 25,000
Acquisitions & Major Repairs	\$ 1,000	\$ 1,000
Total Use of the Appropriation	\$142,500	\$142,500

(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: **South Louisiana Economic Council, Inc**
 Name of Program: **Center for Economic Growth and Technology**

Name	Title	Total Salary Amount	Total Salary Paid by Appropriation	Amount Percentage	Related Benefits	Full time or Part Time # of months
Vic Lafont 533 Goode Street Thibodaux, LA 70301	Executive Director	115,039	39,813	35%	10,065	Full Time
Linda Tabor 105 Midway Street Thibodaux, LA 70301	Office Manager	51,522	22,597	44%	9,403	Full Time
Mescal Winans 179 Bayou Vista Dr. Thibodaux, LA 70301	Secretary Receptionist	17,794	5,460	31%	471	Part Time 12 Months
Renee Lafont 11538 Hwy 1 Lockport, LA 70374	Clerical	4,000	2,000	50%	173	Part Time 12 Months
Hoby Guilbeaux 109 W 20 th Street Cut Off, LA 70345	Clerical	4,000	2,000	50%	173	Part Time 12 Months
Janee Rogers 504 W/ 112 th Street Cut Off LA 70345	Clerical	4,000	2,000	50%	173	Part Time 12 Months
Student Employee- TBA	Clerical	4,000	2,000	50%	172	Part Time 12 Months
TOTALS		200,355	75,870		20,630	

“ATTACHMENT D”

Name of Contracting Party: South Louisiana Economic Council, Inc

Cost Report for the Period Ending (Date):

Expense Category	Approved Total Amount	Current Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining After All Previous and This Current Cost Report
Salaries	75,870			
Related Benefits	20,630			
Travel				
Operating Services	17,500			
Advertising				
Bank Charges				
Interest Expense				
Dues & Subscriptions				
Insurance				
Meeting				
Lease - Equip Maint				
Postage				
Printing				
Telephone				
Office Supplies	2,500			
Professional Services	25,000			
Acquisitions & Major Repairs	1,000			
Totals	142,500			

(Expense categories must reflect budget categories listed in "Attachment B", Budget.)

By submission of this Cost Report, the Contracting Party/Recipient certifies that all such expenses shown above have been incurred.

(Authorized Signature and Title for Contracting Party)

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

November 3, 2008

Ms. Fran Gladden
Undersecretary
Department of Economic Development
Post Office Box 94185
Baton Rouge, LA 70804-9185

Dear Ms. Gladden:

Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on October 10, 2008. This agreement is being approved under the authority of Executive Order BJ 2008-30 and Executive Order BJ 2008-29 issued August 5, 2008.

Department of Economic Development

OCR# 252-900880 CFMS# 669574 South La. Economic Council, Inc.

The OCR and CFMS numbers preceding the cooperative party's name has been assigned by this office and are used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan H. Smith".

Susan H. Smith
Director

SHS/pl

Enclosure

RECEIVED

NOV 12 2008

CONTRACTS/GRANTS REVIEWER

09027-2
669574

COOPERATIVE ENDEAVOR AGREEMENT
(line item appropriation)
between
STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT
and
SOUTH LOUISIANA ECONOMIC COUNCIL, INC.

THIS COOPERATIVE ENDEAVOR (sometimes herein referred to as "agreement" or as "contract"), has been made and entered into and is effective as of the 1st day of July, 2008, by and between the **LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT** of the State of Louisiana, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, La. 70804-9185, hereinafter referred to as "State," as "LED", and/or as "Agency", and **South Louisiana Economic Council, Inc.**, P. O. Box 2048, Thibodaux, Louisiana, 70310; hereinafter referred to as "Contracting Party", or as "Recipient Entity".

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 19 of the 2008 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 19 contains a line item appropriation within the Agency's budget for the benefit of the **South Louisiana Economic Council, Inc** of which the sum of **ONE HUNDRED FIFTY THOUSAND & NO/100 (\$150,000.00) DOLLARS** has been allocated for this project, as set forth in "Attachment A", "Plan", which is attached to this agreement and is made a part hereof;

1.3 WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: To advance and expand the existing and proposed SLEC services - plan, implement, and maintain community, education, and economic development activities that result in the economic growth and diversification of the Bayou Region (Assumption, Lafourche, Terrebonne and St. Mary Parishes).

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with the governor's Executive Order BJ 2008-30 on accountability for line item appropriations; and is attached to this agreement and 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 The Contracting Party shall:

The **Goal** of this contract is for the Contractor to advance and expand the existing and proposed SLEC services - to plan, implement, and maintain community, education, and economic development activities that result in the economic growth and diversification of the Bayou Region (Assumption, Lafourche, Terrebonne and St. Mary Parishes); which will assist the State in meeting its *Vision 2020* Goals and Objectives.

The **Objective** of this contract is for the Contractor in to facilitate, coordinate, and stimulate progressive planning, coordination, and performance of region-wide economic development in the Bayou Region by strengthening and expanding economic development activities and growth in the area.

And in connection therewith, the Contractor agrees to provide the following services:

- A. Provide a "Plan of Work" for the region showing any planned activities, events, programs, and initiatives, showing specific goals and objectives, and including performance indicators or measures (which Plan is attached hereto as "Attachment A"); and comprehensive Budget, showing anticipated uses of these appropriated funds (which Budget is also attached hereto as "Attachment B").
- B. Provide support services and resources to assist LED in the attainment of LED operational goals and objectives.
- C. Perform a business and industry study of sustained industry markets working jointly with University services.
- D. Provide business forum/workshops to promote new business start-ups, business retention and expansion that support the state's business development initiatives.
- E. Produce and conduct regional workforce initiatives.

Provide to LED written quarterly Performance Reports outlining the Contractor's activities and performance consistent with *Vision 2020* goals and objectives and the provisions, goals and objectives of this agreement.

2.2 Deliverables:

The Performance Measures for this contract shall include the Contractor's timely and successful completion of all of the following:

- (1) Contractor's timely submission of its "Plan of Work" for the region showing any planned activities, events, programs, and initiatives, showing specific goals and objectives, and including performance indicators or measures ("Attachment A"); and its comprehensive Budget showing anticipated uses of the funds provided by this agreement ("Attachment B").
- (2) Contractor's support services and resources to assist LED in the attainment of LED operational goals and objectives.
- (3) Contractor's business and industry study of sustained industry markets working jointly with University services.
- (4) Contractor's business forum/workshops to promote business retention and expansion.
- (5) Contractor's regional workforce initiatives that are consistent with *Vision 2020* goals and objectives.
- (6) Contractor's recruitment activities to attract diversified industries to the region.

- (7) Contractor's timely submission of written quarterly Performance Reports outlining the Contractor's activities and performance consistent with Vision 2020 goals and objectives and the provisions, goals and objectives of this agreement.

Contracting Party shall provide to State quarterly written **Progress Reports ("Attachment C")** outlining the Contracting Party's 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 the appropriated funds. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the Cost Reports. All original documentation supporting the Cost Reports shall be maintained by Contracting Party, and shall be subject to audit, as hereinafter stated. **"Attachment C"**, the **"Progress Report"** form and **"Attachment D"**, the **"Cost Report"** form are also attached to this agreement and are each made a part hereof by this reference.

2.3 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 **ONE HUNDRED FIFTY THOUSAND & NO/100 (\$150,000.00) 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** attached as **"Attachment B"**, without the prior approval of State.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this contract is **Lewis "Skip" Smart**; however, the Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the **"Contract Monitor"** for this contract, to provide liaison between the Contracting Party and the LED, and to perform various duties which are specifically provided for in this agreement; and any changes in the Contract Monitor shall not require any amendment to this agreement.

3.2 Monitoring Plan:

(A) 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. Contract Monitor shall review and analyze Contracting Party's **Plan** to ensure Contracting Party's compliance with contract requirements.

(B) 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/Results 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 assure that performance goals are being achieved, and

to verify information when needed.

4. Assure 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.

(C) Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions which 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 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 which 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 monthly or quarterly **Cost Reports** requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. 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 periodic invoices for reimbursement.

4.3 Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of **July 1, 2008**, through **June 30, 2009**, 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 monthly or at least quarterly basis. Under circumstances such that the recipient entity 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 entity has justified to the satisfaction of the agency reasons for the lack of progress. If the agency determines that the recipient failed to use the Line Item 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 If the Contracting Party defaults on this agreement, breaches the terms of this agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the State. In any such event this agreement shall be terminated by written notice, and within thirty (30) days of such notice of termination the Contracting Party shall repay to the State the amount of all funds disbursed to it under

this agreement.

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 58-1641910.

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 the 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 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring 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 which relate to this agreement.

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 appropriation of funds to fulfill the requirements of the agreement by the legislature. 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 as of **July 1, 2008**; the Contractor's services hereunder and this project shall be completed by **June 30, 2009**; and this contract shall terminate on **July 31, 2009**, unless amended in writing and approved by all parties, including the Division of Administration, Office of Contractual Review. Any amendment to extend the date to complete the project must be fully executed by **June 30, 2009**.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party 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. 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.

ARTICLE XV.
AGREEMENT APPROVAL

This agreement shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Division of Administration, Office of Contractual Review.

ARTICLE XVI.
CHOICE OF LAW

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

ARTICLE XVII.
ENTIRE AGREEMENT

This agreement, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this agreement.

THIS DONE AND SIGNED AT BA, Louisiana on the 14 day, of Month, Year 08

WITNESSES:

Danica Lewis
Chris Stewart
Kevin D. Stewart, III
LED Contract Monitor

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

Fran Gladden
Fran Gladden, Undersecretary

THIS DONE AND SIGNED AT Thibodaux, LA on the 29 day, of month, year Sept 2008

WITNESSES:

Jan Sabat
B. Dabon

SOUTH LOUISIANA ECONOMIC COUNCIL, INC.

(Signature of Authorized Person)
Vic Lafont, Executive Director

APPROVED
Office of the Governor
Office of Contractual Review

NOV 3 2008
Patricia P. Reed for
Susan Smith
DIRECTOR

“ATTACHMENT A”, PLAN

NAME OF CONTRACTING PARTY:
South Louisiana Economic Council, Inc

NAME AND BRIEF NARRATIVE OF PROGRAM:

community, education, and economic development activities

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objectives, expected outcomes/results for this program: Indicate the goals/objectives for this program, the public purposes sought to be achieved. 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 public purposes toward which efforts are directed.*)

To advance and expand the existing and proposed SLEC services - plan, implement, and maintain community, education, and economic development activities that result in the economic growth and diversification of the Bayou Region (Assumption, Lafourche, Terrebonne and St. Mary Parishes

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

1. Provide support to the Contractor in its endeavors to facilitate, coordinate, and stimulate progressive planning, coordination, and performance of region-wide economic development in the Bayou Region by strengthening and expanding economic development activities and growth in the area.
2. Provide support services and resources to assist LED in the attainment of LED operational goals and objectives.
3. Perform a business and industry study of sustained industry markets working jointly with University services.
4. Provide business forum/workshops to promote new business start-ups, business retention and expansion that support the state's business development initiatives.
5. Produce and conduct regional workforce initiatives.

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

1. Provide a comprehensive “Plan of Work” for the region that reflects the overall State (Vision 2020) and La. Department of Economic Development (LED) program initiatives, beginning on July 1, 2008.
2. Provide support services and resources to assist the LED in the attainment of LED operational goals and objectives.
3. Perform a business and industry study of sustained industry markets working jointly with University services.
4. Provide business forum/workshops to promote new business start-ups, business retention and expansion.
5. Monitor and report on regional workforce initiatives.
6. Contractor will keep LED updated on status of contract performance.
7. Contractor will notify Legislative Auditor of budget and plan.
8. Contractor will have audit done as provided in Article XVI herein.

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

1. Provide LED with a copy of the "Plan of Work", Bayou Vision Plan beginning on July 1, 2008.
2. Provide report to LED.
3. Provide report to LED.
4. Provide report to LED.
5. Provide report to LED.
6. Provide written performance and quarterly reports to LED.
7. Provide copy of letter mailed to Legislative Auditor.
8. Provide copy of audit to LED.

“ATTACHMENT B”

Page 1

Project Budget (2008-09)

Name of Contracting Party: South Louisiana Economic Council, Inc

Anticipated Income or Revenue

<u>Sources</u> <i>(list all sources of revenue)</i>	<u>Amounts</u>
Louisiana Economic Development	\$150,000
<u>Total Sources</u>	\$150,000

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Line Item Appropriation</u>
Salaries	\$ 78,870	\$ 78,870
Related Benefits	\$ 21,130	\$ 21,130
Travel	\$	\$
Operating Services	\$ 17,500	\$ 17,500
Advertising	\$	\$
Interest Expense	\$	\$
Dues & Subscriptions	\$	\$
Insurance	\$	\$
Meeting	\$	\$
Lease/Equip Maintenance	\$	\$
Postage	\$	\$
Printing	\$	\$
Telephone	\$	\$
Other	\$	\$
Office Supplies 2,500	\$ 2,500	\$
Professional Services	\$ 25,000	\$ 25,000
Acquisitions & Major Repairs	\$ 5,000	\$ 5,000
Total Use of the Appropriation	\$150,000	\$150,000

(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: **South Louisiana Economic Council, Inc**
 Name of Program: **Center for Economic Growth and Technology**

Name	Title	Total Salary Amount	Total Salary Paid by Appropriation	Amount Percentage	Related Benefits	Full time or Part Time # of months
Vic Lafont 533 Goode Street Thibodaux, LA 70301	Executive Director	115,039	42,813	37%	10,565	Full Time
Linda Tabor 105 Midway Street Thibodaux, LA 70301	Office Manager	51,522	22,597	44%	9,403	Full Time
Mescal Winans 179 Bayou Vista Dr. Thibodaux, LA 70301	Secretary Receptionist	17,794	5,460	31%	471	Part Time 12 Months
Renee Lafont 11538 Hwy 1 Lockport, LA 70374	Clerical	4,000	2,000	50%	173	Part Time 12 Months
Hoby Guilbeaux 109 W 20 th Street Cut Off, LA 70345	Clerical	4,000	2,000	50%	173	Part Time 12 Months
Janee Rogers 504 W/ 112 th Street Cut Off LA 70345	Clerical	4,000	2,000	50%	173	Part Time 12 Months
Student Employee- TBA	Clerical	4,000	2,000	50%	172	Part Time 12 Months
TOTALS		200,355	78,870		21,130	

“ATTACHMENT B”

Page 3

SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Name of Organization: **South Louisiana Economic Council, Inc**

Name of Program: **Center for Economic Growth and Technology**

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Amount	Total Paid by Appropriation
M. Bergeron & Company PO Box 3440 Houma, LA 70361	Performs biweekly financials and assists with annual audit	\$17,000	\$17,000
Bourgeois Bennett PO Box 120 Thibodaux, LA 70302	Performs annual audit.	\$6,000	\$6,000
Time Plus Payroll/Payroll RX 3445 N Causeway Blvd Ste 904 Metairie, LA 70002	Performs all functions relating to employee payroll	\$2,000	\$2,000
	TOTAL	25,000	25,000

“ATTACHMENT C”

Progress Report

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

Organization Name: South Louisiana Economic Council, Inc_ **Date:** _____

Contact Name: _____

Telephone: () _____ **Fax:** () _____

Goal:	% Complete
Objective(s):	
Activity(Activities) Performed:	
Performance Measure(s):	

(Authorized Signature and Title for Organization/Contracting Party)

“ATTACHMENT D”

Name of Contracting Party: South Louisiana Economic Council, Inc

Cost Report for the Period Ending (Date):

Expense Category	Approved Total Amount	Current Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining After All Previous and This Current Cost Report
Salaries	78,870			
Related Benefits	21,130			
Travel				
Operating Services	17,500			
Advertising				
Bank Charges				
Interest Expense				
Dues & Subscriptions				
Insurance				
Meeting				
Lease - Equip Maint				
Postage				
Printing				
Telephone				
Office Supplies	2,500			
Professional Services	25,000			
Acquisitions & Major Repairs	5,000			
Totals	150,000			

(Expense categories must reflect budget categories listed in "Attachment B", Budget.)

By submission of this Cost Report, the Contracting Party/Recipient certifies that all such expenses shown above have been incurred.

(Authorized Signature and Title for Contracting Party)

“ATTACHMENT E”

Page 1

Disclosure and Certification Statement

Contracting Party’s Legal Name: South Louisiana Economic Council, Inc

Contracting Party’s Mailing Address: Post Office Box 2048/NSU, Thibodaux, LA 70310

Organization Type (Legal Status): (For example, local government, public entity, non-profit, corporation, LLP, etc.)
(Private entities required to register with the Secretary of State’s office must be in good standing with that office.)
501(c)3 non profit

Titles, Names and Addresses of all officers and directors, including (but not limited to) Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Mr. Jake Giardina, President
1575 Hwy 304
Thibodaux, LA 70301

Dr. Ken Rachal, Secretary/Treasurer
504 Blake Court
Thibodaux, LA 70301

Mr. Scott Melancon, Vice President
Regions Bank
Post Office Box 1816
Morgan City, LA 70381

Vic Lafont, Executive Director
Post Office Box 2048/NSU
Thibodaux, LA 70310

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement: See Staffing Chart – Attachment B – Page 2

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

“ATTACHMENT E”

Page 2

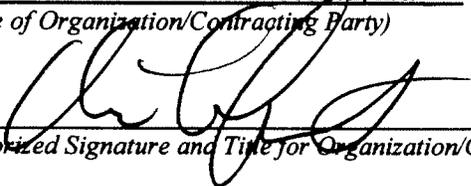
Disclosure and Certification Statement, Continued

- 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.

South Louisiana Economic Council, Inc.
(Name of Organization/Contracting Party)

9-29-08
(Date)


(Authorized Signature and Title for Organization/Contracting Party)

"ATTACHMENT E-1"

Disclosure and Certification Statement

20-945

Name of Sub-Contracting Party: M. Bergeron & Company LLC

Sub-Contracting Party Mailing Address: 326 Lafayette Street, Houma, LA 70363

Name of Program: Center for Economic Growth and Technology

Organization Type: Limited Liability Company

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:

Michael Bergeron 326 Lafayette Street Houma, LA 70360

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement: Michael Bergeron 326 Lafayette Street Houma, LA 70360

List any person receiving anything of economic value from this agreement if that person is a member of the immediate family of an individual who holds a state elected office or who is a state 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 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.
- Attached auditor's report of issues and finding and contracting party's response to the auditor.

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

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.

Mike Bergeron

(Print Name and Title of Authorized Person for Sub-Contractor)

Michael Bergeron
(Signature of Authorized Person for Sub-Contractor)

11/17/07
(Date)

For FY 08/09, NO
Changes from 07/08
This sheet, CM
7/22/08

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type name (see instructions on page 2)

Name (as shown on your income tax return)
M. B. BROWN + CO. CPAs LLC

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) > C
 Other (see instructions) >

Exempt payee

Address (number, street, and apt. or suite no.)

526 LA BAYVIEW ST.

City, state, and ZIP code

HOUSTON TX 77060

Requester's name and address (optional)

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 2. 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 2. 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

57-1216934

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 >

M. B. BROWN

Date >

11/14/07

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, tax

- 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,

"ATTACHMENT E-1"

20-945

Disclosure and Certification Statement

Name of Sub-Contracting Party: Bourgeois Bennett, LLC, CPAs

Sub-Contracting Party Mailing Address: P.O. Box 2168; Houma, LA 70361

Name of Program: Center for Economic Growth and Technology

Organization Type: (For example, local government, non-profit, corporation, LLP, etc.) Limited liability company.

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: Ralph Cox, CPA, Managing Member; P.O. Box 60606; New Orleans, LA 70160-0600.

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement: Edward R. Bouterie, CPA; Director, P.O. Box 2168; Houma, LA 70361.

List any person receiving anything of economic value from this agreement if that person is a member of the immediate family of an individual who holds a state elected office or who is a state 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 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.
- Attached auditor's report of issues and finding and contracting party's response to the auditor.

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

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.

Edward R. Bouterie, CPA, Director, Bourgeois Bennett, LLC, CPAs
(Print Name and Title of Authorized Person for Sub- Contractor)

Edward R. Bouterie CPA 11/04/07
(Signature of Authorized Person for Sub-Contractor) (Date)
Director

For FY 08/09. NO
change from 07/08
Step 1/2/08

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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)
Bourgeois Bennett, LLC, CPAs

Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (Disregarded entity, C-corporation, Partnership) **P** Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
P.O. Box 2168

City, state, and ZIP code
Houma, LA 70361

Let 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
72-0136870

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 *Edward J. Bouteau CPA* Director Date **11/14/07**

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,

"ATTACHMENT E-1"

20-945

Disclosure and Certification Statement

Name of Sub-Contracting Party: Time Plus Payroll - Payroll Rx, LLC

Sub-Contracting Party Mailing Address: 3445 N. Causeway Blvd, Suite 904, Metairie, LA 70002

Name of Program: Center for Economic Growth and Technology

Organization Type: (For example, local government, non-profit, corporation, LLP, etc.) LLC
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:
David W. Scheuermann, CEO 3445 N. Causeway Blvd., Suite 904, Metairie, LA 70002

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement: David W. Scheuermann, CEO 3445 N. Causeway Blvd., Suite 904, Metairie, LA 70002

List any person receiving anything of economic value from this agreement if that person is a member of the immediate family of an individual who holds a state elected office or who is a state 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 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.
- Attached auditor's report of issues and finding and contracting party's response to the auditor.

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

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.

DAVID W. SCHEUERMAN, CEO
(Print Name and Title of Authorized Person for Sub-Contractor)

David W. Scheuermann 11-15-07
(Signature of Authorized Person for Sub-Contractor) (Date)

For FY 08/09. no change from 07/08. [Signature]

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	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)	
	Payroll Rx, LLC	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) P <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	
3445 N. Causeway Blvd., Ste 904		Requester's name and address (optional)
City, state, and ZIP code		
Metairie, LA 70002		
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 <i>How to get a TIN</i> 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 _____ OF Employer identification number 20 : 3958102

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 ▶ <i>David W. Schenck</i> Date ▶ 11-14-07

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.

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,