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COOPERATIVE ENDEAVOR AGREEMENT
Matching Grant Program
Between
STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT
And
ST. CHARLES PARISH

Be It Known, that this Agreement has been entered into and is effective as of the 1st day of April, 2009, by and between the Louisiana Department of Economic Development, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as "**LED**" or "**State**"), and St. Charles Parish, Louisiana (hereinafter sometimes referred to as "**Contractor**"), whose mailing address is P.O. Box 302, Hahnville, LA 70057; who have entered into this Cooperative Endeavor Agreement (sometimes herein called "agreement" or "contract") under the following terms and conditions.

I. Introduction

In accordance with Article VII, Section 14 (c) of the Constitution of the State of Louisiana, in order to serve the public for the purposes hereinafter declared, the Louisiana Department of Economic Development and the Contractor, have entered into this Cooperative Endeavor Agreement.

Louisiana: Vision 2020 is the Master Plan for Economic Development for the State of Louisiana. In support of the goals of Vision 2020, the Contractor proposes to undertake the programs, projects and services as described under Section II, "Scope of Services" below to provide necessary services promoting economic development. The Contractor is a non-profit Economic Development Organization (EDO) which has been approved to implement a marketing and/or study program related to economic development described in the accompanying Attachment A which is authorized and funded under the **Matching Grant** portion of the State's "**Regional Award and Matching Grant Program**". Marketing activities funded under the **Matching Grant Program** will market the parish, region, or regions that the Contractor is chartered to operate in for the purposes of promoting business and industrial development consistent with regional and statewide strategic marketing goals. Marketing studies funded under the **Matching Grant Program** will serve as the foundation for later marketing activities that will be designed to market and promote business and industrial development consistent with regional and statewide strategic marketing goals.

This project has a public purpose, and is in the public interest of the State of Louisiana and its citizens.

II. Scope of Services

The **Goal** of this contract is:

The program goals are more specifically detailed in the "Attachment A", Plan.

The **Objectives** of this contract are:

The program objectives as well as the expected outcomes and results are more specifically detailed in the "Attachment A", Plan.

All work performed by the Contractor under this contract will be performed in accordance with the State's "**Regional Awards and Matching Grant Program**", a copy of which "**Program**" is attached hereto as an "**Attachment E**" and is made a part hereof by this reference, which "**Program**" includes lists of **Eligible Uses** and **Ineligible Uses** of the funds provided by this "**Program**" and this agreement, to which specific reference is hereby made and attention is called.

The Contractor shall also:

(a) Produce and provide to LED: a comprehensive **Budget** showing all anticipated uses of the funds to be provided by this agreement (which is also attached to this agreement as "Attachment B", and is also made a part hereof by this reference).

(b) Produce and provide to LED written quarterly Progress Reports on the Contractor's resources, initiatives, activities and services, and outlining the performance of the Contractor consistent with the provisions, goals and objectives of this agreement.

(c) Provide a match for all state funds provided under this agreement. The match must be dollar for dollar or its equivalents.

Contractor shall provide these written quarterly Progress Reports to LED not later than **June 30, 2009, September 30, 2009, December 31, 2009, March 31, 2010 and June 30, 2010** on work performed to date on this contract. The report of **June 30, 2010**, shall be a Final Report, and after its receipt and approval by LED final reimbursement may be made to the Contractor by LED. The reports shall provide, at a minimum, a narrative description of the following:

(a) A complete recap of the Contractor's activities and services pursuant to and in fulfillment of the provisions, goals and objectives of this agreement.

(b) Contractor's achievement of specific goals and objectives in the context of its Plan and comprehensive Budget, and the provisions of this agreement.

(c) Contractor's resources, initiatives, activities and performance of services in the attainment of and consistent with the provisions, goals and objectives of this agreement.

(d) Contractor's match for state funds provided to date which shall be submitted on Attachment "D", reflecting quarterly and cumulative matching contributions spent for each progress report period. The contractor shall maintain adequate supporting documentation to prove the amount of matching contributions claimed in Attachment "D". Unless requested by LED, the contractor is not required to submit documentation in support of Attachment "D".

III. Deliverables

Contractor will provide to LED:

(a) a "Plan" providing an outline for the project, showing any planned events or activities, specific goals and objectives for the use of such funds, and indicators or measures of performance (which "Plan" is attached to this agreement as "Attachment A");

(b) a comprehensive **Budget** showing all anticipated uses of the funds to be provided by this agreement (which Budget is also attached hereto as "Attachment B");

(c) all deliverables discussed in Section II above;

(d) periodic Cost Reports for reimbursements ("Attachment C"); and

(e) written quarterly Progress Reports outlining the Contractor's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this agreement.

Contractor shall also submit to LED copies of all contracts with outside consultants and service providers relative to this agreement, if any, upon the final execution thereof.

Contractor, at the discretion of LED, shall provide LED with copies of all marketing studies, marketing reports, marketing materials, or any other marketing material as well as any other written or recorded information.

All advertising material produced in whole or in part through a grant from LED will carry a tagline stating "Funded in part by Louisiana Economic Development." The tagline shall appear in the Tahoma font and the grant recipient is not required to use the LED logo. Assistance with the tagline or logo can be obtained by contacting the Communications and Marketing division of LED.

IV. LED's Contract Monitor

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 project, to provide liaison between the Contractor and the LED, and to perform various duties which are specifically provided for in this agreement.

V. Performance Measures

In addition to any Performance Measures provided by the Contractor, which may be shown in the Contractor's "Plan", which is attached hereto as "Attachment A", Performance Measures for this Contract shall also include the Contractor's timely and successful completion, submission and performance of the following:

(a) Contractor's "Plan" providing an outline for the project, showing any planned events or activities, specific goals, objectives and performance measures (which is attached hereto as "Attachment A"); and Contractor's "Budget" showing anticipated uses of the funds to be provided by this agreement (which is also attached hereto as "Attachment B").

(b) Contractor's resources, initiatives, activities and performance of services in the attainment of and consistent with the provisions, goals and objectives of this agreement.

(c) Contractor's written quarterly Progress Reports and Final Report (as described above), consistent with the provisions, goals and objectives of this agreement.

(d) Contractor's provision of copies of reports, studies, and marketing material funded by the **Matching Grant Program** to LED as directed by LED.

(e) Contractor's match of state funds.

VI. Monitoring Plan

During the term of this agreement, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. LED's Contract Monitor shall review and analyze Contractor's "Plan", as well as Cost Reports, to ensure Contractor's compliance with contract requirements; and shall:

(a) Contact Contractor for further detail, information or documentation when necessary;

(b) Assure that reimbursements requested in Cost Reports are in compliance with the approved Budget; and

(c) Coordinate with LED's fiscal office for reimbursements to Contractor, and/or obtaining of any further needed documentation.

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

(a) Compare the Reports to Goals and Objectives outlined in this contract to determine the progress made;

(b) Contact Contractor to secure any missing deliverables;

(c) Maintain telephone and/or e-mail contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all 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 work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the

action taken or contemplated by the Contractor, and any assistance which may be needed to resolve the situation.

VII. Budget

The Budget for this project is incorporated herein as "Attachment B", which is attached hereto and is made a part hereof by this reference. The total cost to LED of the project contemplated by this agreement will be not more than FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), which sum shall be inclusive of all costs or expenses to be paid by LED in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this agreement shall not exceed the amount stated above. This is the total sum that has been allocated for this project by the Department of Economic Development. Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of **April 1, 2009**, and **June 30, 2010**, and this project and all of the Contractor's services shall be completed by that date.

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 LED. Contractor may make one (1) written request to LED to transfer funds between the categories listed in "Attachment B", provided such request does not exceed twenty-five percent (25%) of the total award amount. Any additional request, any requests to transfer funds in an amount greater than twenty-five percent (25%) of the total award amount, or any requests to create any new category, shall require a written request by the Contractor, approval by the LED, and a fully executed written amendment to this agreement.

VIII. Payment Terms

Provided Contractor's progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, payments to the Contractor shall be made by LED on a reimbursement basis, after receipt from the Contractor and approval by LED of periodic Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Contractor's submission of such Cost Reports shall constitute a certification that such expenses have been incurred or obligated and such reimbursement is due. LED shall provide the form for the Cost Reports to be completed and submitted by the Contractor, which form is attached hereto, incorporated herein and is made a part hereof as "Attachment C". Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred or obligated) shall be attached to the Cost Reports. All original documentation supporting the Cost Reports shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated. Contractor shall determine the frequency that such Cost Reports are to be submitted to LED, but such frequency shall not exceed one (1) Cost Report per calendar month.

In the event the LED Contract Monitor determines that Contractor has failed to reasonably achieve sufficient specific goals and objectives for the disbursement of funds to be provided hereunder, LED will withhold payment until such goals and objectives are met, unless approval to pay the funds is obtained from either the Secretary or the UnderSecretary of LED.

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 Contractor'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.

IX. Contract Term

This contract shall begin as of **April 1, 2009**; this project and all of the Contractor's services hereunder shall be completed by **June 30, 2010**; and this contract shall terminate on **July 31, 2010**, unless amended in writing and approved by all parties, including the Division of Administration, Office of Contractual Review. Any request for an amendment to extend the date to complete the project must be submitted to the LED Contract Monitor no later than Forty Five (45) days prior to the date scheduled for completion of Contractor's services.

X. Tax Liability

Contractor hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement and/or legislative appropriation shall be the Contractor's obligation, identified under Contractor's Federal Tax Identification Number: **72-6001208**.

XI. Termination for Convenience

Either party may terminate this agreement at any time by giving thirty (30) days written notice. The State may amend this agreement due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

XII. Termination of Contract for Cause

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this agreement, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a 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 the Contractor in default and this agreement shall terminate on the date specified in such notice. The 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.

XIII. Remedies for Default

Any claim or controversy arising out of this agreement shall be resolved under the provisions of LSA – R.S. 39:1524 through 1526.

In the event the Contractor defaults on this agreement, breaches the terms of this agreement, ceases to do business, or ceases to do business in Louisiana, this agreement shall be terminated as provided in Section XII above, and within thirty (30) days of such termination the Contractor shall repay to the State the amount of all funds disbursed to the Contractor under this agreement.

XIV. Ownership of Materials

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

XV. Assignment of Interest

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the 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. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State.

XVI. Audits and Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, and/or the LED auditor shall have the option of auditing all records and accounts of the Contractor that relate to this agreement, as well as all contracts with outside consultants and service providers relative to the performance of services under this agreement.

Contractor shall comply with the Louisiana Audit Law, as contained in LA. R.S. 24:513 and 514, and LA. Admin. Code 34, Part V, Sec. 134.

A. Contractors receiving \$ 50,000.00 or less in revenues and other sources in any one fiscal year shall not be required to have an audit, but must file for each year of this Agreement with the Legislative Auditor and with LED a certification indicating that it received \$ 50,000.00 or less in funds for the fiscal year, along with sworn financial statements, as required by LA. R.S. 24:514.

B. Contractors receiving more than \$ 50,000.00 in revenues and other sources in any one fiscal year, but less than \$ 200,000.00, shall cause to be conducted for each year of this Agreement an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide, as required by La. R.S. 24:513, copies of which annual compilation and attestation report shall be filed with LED. However, the Legislative Auditor, at his discretion, may require said Contractor to have an audit of its books and accounts.

C. Contractors receiving more than \$ 200,000.00 in revenues and other sources in any one fiscal year, but less than \$ 500,000.00, shall cause to be conducted for each year of this Agreement an annual review of its financial statements, to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide, as required by La. R.S. 24:513, copies of which attestation report shall be filed with LED. However, the Legislative Auditor, at his discretion, may require said Contractor to have an audit of its books and accounts.

D. Contractors receiving \$ 500,000.00 or more in revenues and other sources in any one fiscal year via one or more contracts, shall be audited annually; and not more than ninety (90) days after the end of Contractor's fiscal or budget year, must provide LED with a copy of either Contractor's Contract Compliance Audit (in accordance with LAC 34, Part V, Sec. 134), or Contractor's single audit (performed in accordance with R.S. 24:513 and the Single Audit Act of 1984, or other Federal legislation). The Audit must include an examination of reimbursed expenses to determine that such expenses were in accordance with contract terms, and that these expenses were not reimbursed by any other source; and the auditor must make certifications as to these items in the audit report. The Audit must be in accordance with the requirements of the Regulations for the Procurement of Personal, Professional, Consulting and Social Services as promulgated by the Office of the Governor, Division of Administration, Office of Contractual Review. Any such audit must be performed by an independent qualified Certified Public Accountant in accordance with generally accepted auditing standards, and is to be so certified by the independent auditor.

XVII. Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the legislature fails to appropriate sufficient

monies to provide for the continuation of this contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

XVIII. Discrimination Clause

Contractor agrees to abide by the requirements of 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 Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, 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, not to discriminate against participants, and that Contractor will render services under this agreement without discrimination, and 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 the termination of this agreement.

XIX. Public Liability

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

XX. State Liability

The State's liability under this agreement shall be limited to the dollar amount of the appropriation, allocation or budgeted amount shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

XXI. Headings

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purpose of this agreement, are solely for the ease of reference.

XXII. 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.

XXIII. Notice of Insufficiency

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

XXIV. 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.

Contractor warrants that Contractor and Contractor's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work with LED in the provision of certain services, and thereby subjects Contractor's firm and employees to the Laws of the State of Louisiana, including particularly; but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor in the performance of services called for under this contract. The Contractor agrees to immediately notify the State if potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the term of this agreement

XXV. 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.

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Hahnville, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

ST. CHARLES PARISH

Barbara Jacob Tucker
Witness(Print Name) Barbara Jacob Tucker

Valerie Berthelot
Witness(Print Name) Valerie Berthelot

By: V. St. Pierre, Jr.
Name: V. J. St. Pierre, Jr., (Date) 5/5/09
Title: Parish President

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

Errol J. Smith
Witness(Print Name) Errol J. Smith

Joyce Davidson
Witness(Print Name) Joyce Davidson

Shawn Welcome
Shawn Welcome
LED Contract Monitor

**LOUISIANA DEPARTMENT
OF ECONOMIC DEVELOPMENT**

By:

Steven G. Givens 5/14/09
Steven Givens
S. Givens & Co.
(Date)

APPROVED
Office of the Governor
Office of Contractual Review

JUN 03 2009

Pandra G. Giller
DIRECTOR

"Attachment A"

Project Plan

(The Project Plan must include an outline for the contractor's project separately showing specific goals and objectives, activities or events leading to the achievement of the goals and objectives, and indicators or measures of performance that quantify project success. Do not remove this paragraph.)

Introduction

Over the past few years, St. Charles Parish participated in numerous projects aimed at enhancing the chances for economic development success for the River Region and the Greater New Orleans area. RREDI (River Region Economic Development Initiative covering St. Charles, St. John and St. James Parishes and the Port of South Louisiana) completed a marketing study and workforce analysis, partially funded by Louisiana Economic Development (LED). St. Charles Parish also participated in Greater New Orleans, Inc.'s (GNOI) Economic Development Roadmap, also partially funded by LED. The Roadmap project features Business Sector Analysis dovetailing to Recruitment Target Analysis and Marketing Strategic Planning. One of the common outcomes of these efforts indicates the difficulties employers face when recruiting certain individuals to supplement their workforce. Therefore, employers are seeking assistance in recruiting new workers to the region, in addition to collateral marketing tools highlighting the advantages of locating a business to the manufacturing and intermodal corridor of the Greater New Orleans area. In the RREDI Workforce Analysis, employers reported below-average employment opportunities for trailing spouses and the cost of housing as major obstacles in recruiting personnel. Competitor locations such as Houston are more appealing because of the perceived higher quality of life.

Project Scope

Berning Marketing, in coordination with St. Charles Parish and the River Region, will develop a marketing video using Tier 2 funding and funding from St. Charles Parish with two (2) components or chapters that will enhance economic and business development initiatives.

The components will each have a different topical focus:

- 1) Introduction 6-8 minutes branding and positioning St. Charles Parish and the River Region
- 2) Why St. Charles Parish and the River Region? 5-7 minutes highlight the top five reasons to locate to St. Charles Parish and the River Region. Testimonials of up to five key spokespersons such as business, community and economic development leaders will be strategically integrated into the video story.

Goal of the Project

The goal of the project is to build upon the previous, LED-funded strategies of RREDI and GNOI, by showcasing the regional role(s) St. Charles Parish can and will play in advancing the regional economies. This analysis involves an assessment of the RREDI Strategic Plan, the RREDI and GNOI's Workforce Study and GNOI's Economic Development Roadmap and crafting a message that rationalizes how St. Charles Parish can best contribute to the cumulative success of each regional plan. The product of this project will be a DVD/Video that will support marketing missions aimed at specific business targets, as well as supporting the recruitment of skilled workers, professionals and trailing spouses to the Greater New Orleans area. The video will accentuate the local assets and comparative advantages afforded to companies in suitable business sectors, and also emphasize current and potential employment

opportunities found in the region. The employment opportunities component will morph into a sales presentation to prospective workers soliciting them to relocate to the region. The message will include testimonials and success stories from key stakeholders, as well as visually-appealing utilization of key data and locale benefits. The DVD/Video will be streamed on the internet, distributed to relocation prospects, site selection consultants, corporate executives, and other business representatives involved in expansion, and relocation activities. The DVD will also be given to regional employers to enhance their employee recruiting programs.

Objective of the Project

The objective of the project is to advance regional economies by building upon the previous LED-funded regional studies through the creation of one of the marketing tools recommended by the consultants and contributors of the aforementioned studies. The achievement of the project objective will be measured by the successful creation, distribution, and subsequent viewing of the proposed marketing DVD/Video by a minimum of three hundred (300) critical economic development prospects and stakeholders.

Duration of the Project

A contract will be executed with the selected contractor following the execution of a Cooperative Endeavor Agreement with LED for the award of the LED Matching Grant to St. Charles Parish. Production of the marketing DVD/Video will be completed within 120 days from the execution date of the contract. Distribution of the DVD/Video will occur immediately thereafter.

“Attachment B”

Project Budget (2008-2009)

Name of Contracting Party: St. Charles Parish

Anticipated Income or Revenue

<u>Sources</u> <i>(list all sources of revenue)</i>	<u>Amounts</u>
St. Charles Parish Dept. of Econ. Dev.	\$40,000
LED	\$40,000

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Matching Grant</u>
Professional & Contract Services	\$67,128	\$40,000
Duplication, Packaging, Delivery & Product Placement	\$12,872	\$0
Total Budget Amount	\$80,000	\$40,000

(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.)

"ATTACHMENT C"

Name of Contracting Party: ST CHARLES PARISH

Cost Report (and Request for Reimbursement)
for the Period Ending (Date):

Expense Category	Approved Total Amount	Current (Quarterly)* or (Monthly)* Expenditures to be Reimbursed	Total Cumulative Year to Date Reimbursements	Balance Remaining After All Previous and This Current Reimbursement
Operating Services				
Advertising				
Printing				
Rentals				
Dues/Subscriptions				
Other				
Professional/Contract Services	40,000.00			
Other Charges				
Totals	40,000.00			

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

** Should reflect contract payment terms, show/indicate either quarterly or monthly.*

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 D"

Name of Contracting Party: ST CHARLES PARISH

Matching Contribution Report
for the Period Ending (Date):

Matching Contribution Category	Approved Matching Contribution	Current (Quarterly)* or (Monthly)* Matching Contribution	Total Cumulative Year-to-Date Matching Contributions	Balance Remaining After All Previous and This Matching Contribution Report
Professional and Contract Services	27,128.00			
Duplication, Packaging, Delivery, etc.	12,872.00			
Totals	40,000.00			

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

** Should reflect contract payment terms, show/indicate either quarterly or monthly.*

By submission of this Matching Contribution Report, the Contracting Party/Recipient certifies that all such contributions have been expended in as part of their obligation under the Matching Grant award.

(Authorized Signature and Title for Contracting Party)

Title 13
ECONOMIC DEVELOPMENT
Part III. Financial Assistance Programs
Chapter 17. Regional Awards and Matching Grant Program

§1701. General

A. The Louisiana Department of Economic Development ("LED" or "department") has determined that the support of regional economic development efforts is critical to the long-term economic health of the state of Louisiana. The following rules for the regional awards and matching grant awards program ("program") implement the program and provide funding for projects in accordance with the goals of the program.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and 36:108.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Office of the Secretary and Office of Business Development, LR 33:41 (January 2007); amended by the Department of Economic Development, Office of the Secretary, LR 35:

§1703. Program Description

A. The program is designed to provide assistance to eligible economic development organizations in their comprehensive and strategic marketing and/or recruitment plans for towns, cities, parishes, regions or the state as a site for new and/or expanded business development. The program also seeks to encourage economic development through multi entity cooperation and communication. The program has two objectives:

1. regional awards (Tier 1); and
2. matching grant awards (Tier 2).

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and 36:108.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Office of the Secretary and Office of Business Development, LR 33:41 (January 2007); amended by the Department of Economic Development, Office of the Secretary, LR 35:

§1705. Eligible Participants

A. Eligible applicants for the benefits of this Program shall be nonprofit economic development organizations ("EDO") established in accordance with Louisiana law and in good standing in the state of Louisiana. The EDO must have as one of its primary objectives promoting Louisiana to national and world markets for business and industrial location and expansion.

B. Applicants for funding under the program must have federal and state tax identification numbers.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and 36:108.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Office of the Secretary and Office of Business Development, LR 33:41 (January 2007); amended by the Department of Economic Development, Office of the Secretary, LR 35:

§1707. Qualifications

A. Eligible applicants may qualify for grants in the manner hereinafter provided under this program through either:

1. regional awards that are to be administered on behalf of an association of the EDOs acting in concert to promote regional economic development strategies for the region; or through

2. matching grant awards, to an EDO or a combination of EDOs, from LED for a specific project marketing industrial location and expansion or a specific project aimed at supporting future industrial location and expansion.

B. Under either regional awards or matching grant awards, funding for the awards must be for implementation of new and/or continuing programs through the fulfillment of deliverables in accordance with the goals and objectives as shall be hereinafter provided.

C. Eligible funding shall be consistent with the examples of eligible funding as provided by LED as an exhibit to the cooperative endeavor agreements ("CEA") for either the regional awards or the matching grant program. Generally, the exhibits to the CEA will provide for funding of core production costs of marketing and promotional activities and may distinguish the availability of allowable recovery for administrative costs between regional awards and matching grant awards program as hereinafter provided.

D. Award agreements shall be executed and performed in accordance with statutes, rules and Executive Orders as administered by the Louisiana State Division of Administration Office of Contract Review.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and 36:108.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Office of the Secretary and Office of Business Development, LR 33:41 (January 2007); amended by the Department of Economic Development, Office of the Secretary, LR 35:

§1709. Regional Awards (Tier 1)

A. Regional Awards shall total at least \$2,000,000 of the total appropriation of the Louisiana Legislature to this program and shall be allocated to the eight regions of this state in accordance with the map to be provided by LED. The regions will closely approximate the regions of the state presently served by LED regional representatives. Subject to Subsection E below, each region shall receive such portion of the available amount in accordance with its percentage of population of the state as established by the most recent census of the state. The secretary of LED shall determine the association of the EDOs for each region with which the department will enter into a CEA through which deliverables reflective of the goals and objectives of this program shall be established. The EDO identified by the regional association and approved by LED as the fiduciary agent for the region shall be responsible for coordination within the region to provide for the delivery of certain administrative documents. The costs related to the production of these documents are to be paid for using funds provided by Louisiana Economic Development (LED).

B. Each region shall produce the following core deliverables as a minimum. A regional business retention and expansion program in coordination with the statewide business retention and expansion program designed and implemented by LED, an inventory of industrial/commercial buildings, an inventory of industrial/commercial building

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sites, an inventory of industrial parks with available building sites, a comprehensive existing business and industry report (regional overview, major employers, etc.), a comprehensive feature attraction report, a comprehensive new infrastructure report, comprehensive labor information, and a regional business development plan as described in §1709.C. LED, at its sole discretion, may also require additional deliverables from any region. The balance of regional funds available after the production of required core deliverables shall be spent based on a written plan submitted to and approved by LED. This plan will be approved by the issuance and execution of a cooperative endeavor agreement which will be drafted by LED after submission of a regional award application.

C. A forward looking regional business development plan that lists regional business development goals and objectives and that contains the following components at a minimum:

1. target industry sectors;
2. a marketing plan that will accomplish outreach to selected target industry sectors; and
3. a plan to secure local and regional funding support for the regional business development effort.

D. At a minimum, each regional association shall demonstrate to the secretary of LED that it is constituted by EDOs representing a majority of the parishes and a majority of the population in the region.

E. Notwithstanding population percentages for each region, the minimum funding for any region is \$200,000 and the secretary of LED is empowered to place caps on the maximum amount of funding a regional EDO shall receive so as to ensure an appropriate distribution of resources.

F. At a minimum, each EDO identified by the regional association and approved by LED as the fiduciary agent for the region shall demonstrate the following to the secretary of LED:

1. that its core responsibility is to market and promote the recruitment of new and diversified businesses in accordance with a regional marketing plan;
2. that it has the capacity to administer the cooperative endeavor agreements (CEAs) for the region;
3. That it has the capacity to act as a fiscal agent for the funds made available to the region in accordance with the CEA;
4. That it is acting to market and promote regional economic development in accordance with a marketing plan as described in §1709.C.2.

G. LED and each EDO identified by the regional association and approved by LED as the fiduciary agent for the region shall enter into agreements that shall include deliverables, goals and objectives for projects to be funded with regional awards. In addition to deliverables, goals and objectives, and such other necessary terms and conditions as may be provided by the CEA between LED and the EDO; projects shall be funded only upon providing the following:

1. a detailed budget and complete description of fund use;
2. demonstration that regional marketing initiatives are being addressed through the funding;
3. use of no more than 30 percent of the funding for eligible administrative costs and costs associated with

economic development programs as specified in the LED Tier 1 Eligible Uses section;

4. database, labor information, real estate information, industrial site and building surveys and selection and other empirical data obtained or used in connection with the award shall be provided to the LED for its research and data collection use;

5. the secretary of LED may vary the terms and conditions of the CEA with EDO's including deliverables, goals and objectives and exhibits in order to accommodate extraordinary situations;

6. the agreement shall provide for submission of projects meeting the goals and objectives of the agreement by the EDO for advance approval by LED and for funding of the project by LED upon completion of the project and the submission by the EDO of the deliverables in accordance with the goals and objectives of the agreement.

H. Tier 1—LED Regional Funds—Eligible Uses

Tier 1—LED Regional Funds—Eligible Uses
Examples of eligible projects to be included by exhibit to the cooperative endeavor agreements between LED and the regional economic development associations:
Specific, time-limited research studies.
Purchases of demographic data including payment of yearly licensing fees.
Up to 30 percent of funds may be used for administrative costs and costs associated with economic development programs as delineated in the Tier 1 LED Regional Funds Ineligible Uses listed below (e.g. salaries, benefits, etc).
Promotion through inclusion in computer databases to targeted audiences such as relocation consultants.
Direct mail pieces to targeted audiences such as relocation consultants including related postage.
Participant registration, trade show exhibit fees and/or registration fees for events that support national or international strategic marketing events. Costs may include booth design, booth rental, and furniture rental for a tradeshow booth, booth construction, giveaway items or other show specific costs. Meals, lodging, per diem, and travel expenses are not eligible for reimbursement.
Registration fees for EDO staff members to attend professional development seminars and professional development conferences that are required as prerequisites for certification in the field of economic development. Registration fees may also be paid to attend continuing education classes needed to maintain certifications in the field of economic development. Meals, lodging, per diem and travel expenses are not eligible for reimbursement.
Production of printed materials, such as brochures and inserts.
Production of slide presentations, videotapes, DVDs and CD ROMs intended for dissemination to relocation consultants, corporate executives, or other industry or business representatives involved in expansion or relocations activities.
Advertising through mass media, including newspaper, magazines, radio, television, Internet and billboards.
Public relations expenses related to the production of an event, such as production of media kits, media training, ongoing media contact, on-site coordination of media, set-up of interview area and media room, and costs associated with special broadcast media set-up requirements.
Design of an Internet web site, not for ongoing Internet access or website hosting costs.
Familiarization tours for site location consultants visiting Louisiana. To be used for site location consultant related expenses only, and may include site location consultant travel, meals, lodging and event hosting expenses.
Professional fees and informational materials associated with

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Tier 1—LED Regional Funds—Eligible Uses
building prospect development and prospect visit hosting capacity at the regional level.
Initial fees and yearly licensing and or subscription fees associated with region wide GIS systems.
Initial fees and yearly licensing and or subscription fees associated with systems supporting the regional business retention and expansion program.
Professional fees to augment regional capacity supporting the regional business retention and expansion program

I. Tier 1—LED Regional Funds—Ineligible Uses

Tier 1—LED Regional Funds—Ineligible Uses
Examples of ineligible projects to be included by exhibit to the cooperative endeavor agreements between LED and the regional economic development associations:
Administrative salaries, benefits, general administrative costs, economic development program costs, and economic development program related salaries and benefits exceeding an aggregate of 20 percent of funds provided.
Administrative costs (e.g. salaries and benefits for accounting, finance, human resources, building management, and information technology functions, etc.) exceeding 10 percent of funds provided.
Entertainment.
Overhead expenses (postage and shipping charges, office space, furniture, fixtures, equipment, magazine and newspaper subscriptions, utilities, general office software, etc.).
Travel, food, beverages, and/or lodging for any persons including volunteers and paid staff of economic development organizations.
Equipment purchases/rentals with the exception of those charges allowed for tradeshow booths as mentioned in the Tier 1 LED Regional Funds Eligible Uses section above.
Beauty pageants, parades, school advertising, local promotions, sponsorships and things of a similar nature.
Promotional items, unless part of an out-of-state marketing activity.
Stationery, toll-free numbers, membership solicitation literature.
Unreasonable and excessive agency costs that exceed 25 percent of the total cost for printed material (Agency costs are costs not billed directly from prepress, printing, illustrations or photography by vendors.).
Unreasonable or excessive technical costs.
Construction costs.
Activities or materials that violate the law.
Ongoing Internet access or web site hosting costs.
Organization membership directories and organization memberships.
In state event hosting, in state event sponsorship and venue rental charges.
In state conferences.
Alcoholic Beverages.
Infrastructure such as land, roads, utilities or buildings.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and 36:108.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Office of the Secretary and Office of Business Development, LR 33:41 (January 2007), amended by the Department of Economic Development, Office of the Secretary, LR 35:

§1711. Matching Grant Awards (Tier 2)

A. The remainder of funds available shall be for matching grant awards (Tier 2). Any eligible EDO or a combination of

eligible EDOs may apply to LED for a matching grant award which shall include deliverables; goals and objectives for the marketing and promotion of business and industrial development or for programs designed to increase or enhance local, regional or statewide economic development consistent with regional and statewide strategic marketing for such development. Matching grant awards applications demonstrating the use or development of new or innovative programs for the marketing and promotion of business and industrial development shall be given a preference in determining suitability for matching grant awards.

1. Each EDO submitting an application for matching grant awards funding must inform the organization administering their regional award of the existence of the application for matching grant awards funding. Program rules shall not vest any regional EDO with the right to interfere with or prevent an eligible applicant from submitting a matching grant awards application or grant the regional EDO the power to deny the matching grant award application.

B. In reviewing the merits of matching grant awards applications, LED will also give preference to those applications that demonstrate a clear regional benefit (meaning a benefit for all parishes within a region as the region is defined by LED under the Tier 1 program) and those applications that provide for the use of cash as a matching contribution.

C. The award agreement may provide such terms and conditions as are necessary to the fulfillment of the purposes of the award and shall include the following terms and conditions:

1. the award may not exceed \$150,000.

2. the award must be matched dollar for dollar or its equivalents by the EDO or combination of EDOs making application for the award;

3. a detailed budget and complete description of fund use;

4. data, surveys and/ or other empirical information obtained or used in connection with the award shall be provided to the LED for its research and data collection use;

5. the secretary of LED may vary the terms and conditions of the award including deliverables, goals and objectives and exhibits in order to accommodate extraordinary situations.

6. applicants and awardees are not allowed to use monies appropriated by the state of Louisiana as a matching contribution. Applicants and awardees are not allowed to use Facility and Administrative overhead charges as a matching contribution to acquire Matching Grant Awards funding.

D. Tier 2—LED Matching Grant Awards Funds—Eligible Uses

Tier 2—LED Matching Grant Funds—Eligible Uses
Examples of eligible projects to be included by exhibit to the cooperative endeavor agreements between LED and the direct grant recipients:
Specific, time-limited research studies.
Purchases of demographic data including yearly licensing fees.
Promotion through inclusion in computer databases to targeted audiences such as relocation consultants.
Direct mail pieces to targeted audiences such as relocation consultants including related postage.
Participant registration, trade show exhibit fees and/or

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Tier 2—LED Matching Grant Funds—Eligible Uses
registration fees for events that support national or international strategic marketing events. Costs may include booth design, booth rental, and furniture rental for a tradeshow booth, booth construction, giveaway items or other show specific costs. Individual participant meals, travel, lodging or per diem costs are not eligible for reimbursement. LED may approve registration for in-state trade shows of national significance.
Registration fees for EDO staff members to attend professional development seminars and conferences that are required as prerequisites for certification in the field of economic development. Registration fees may also be paid to attend continuing education classes needed to maintain certifications in the field of economic development. Meals, lodging, per diem and travel expenses are not eligible for reimbursement.
Production of printed materials, such as brochures and inserts.
Production of slide presentations, videotapes, DVDs and CD ROMs intended for dissemination to relocation consultants, corporate executives, or other industry or business representatives involved in expansion or relocations activities.
Advertising through mass media, including newspaper, magazines, radio, television, Internet and billboards.
Public relations expenses related to the production of an event, such as production of media kits, media training, ongoing media contact, on-site coordination of media, set-up of interview area and media room, and costs associated with special broadcast media set-up requirements.
Design of an Internet web site, not for ongoing Internet access or website hosting costs.
Familiarization tours for site location consultants visiting Louisiana. To be used for site location consultant related expenses only, and may include site location consultant travel, meals, lodging and event hosting expenses.
Professional fees and informational materials associated with building prospect development and prospect visit hosting capacity at the regional level.
Professional fees to augment regional capacity supporting the regional business retention and expansion program

Tier 2—LED Matching Grant Funds—Ineligible Uses
photography by vendors.)
Unreasonable or excessive technical costs.
Construction costs.
Activities or materials that violate the law.
Ongoing Internet access or web site hosting costs.
Organization membership directories and organization memberships.
In state event hosting, in state event sponsorship and venue rental charges.
In state conferences.
Alcoholic Beverages.
Infrastructure such as land, roads, utilities or buildings.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and 36:108.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Office of the Secretary and Office of Business Development, LR 33:43 (January 2007), amended by the Department of Economic Development, Office of the Secretary, LR 35:

E. Tier 2—LED Matching Grant Awards Funds—Ineligible Uses

Tier 2—LED Matching Grant Funds—Ineligible Uses
Examples of ineligible projects to be included by exhibit to the cooperative endeavor agreements between LED and the regional economic development associations:
Salaries, benefits or administrative fees.
Entertainment.
Overhead expenses (postage and shipping charges, office space, furniture, fixtures, equipment, magazine and newspaper subscriptions, utilities, general office software, etc.).
Travel, food, beverages, and/or lodging for any persons other than site location consultants. This includes volunteers and paid staff of EDOs and consultants or professionals hired to perform work for EDOs.
Equipment purchases/rentals except as permitted in the Tier 2 LED Matching Grant Funds Eligible Uses section above.
Beauty pageants, parades, school advertising, local promotions, sponsorships and things of a similar nature.
Promotional items, unless part of an out-of-state marketing activity.
Stationery, toll-free numbers, membership solicitation literature.
Unreasonable and excessive agency costs that exceed 25 percent of the total cost for printed material (Agency costs are costs not billed directly from prepress, printing, illustrations or