

JEDCO Executive Committee September 24, 2020 @ 8:30 A.M. Video Conference/Teleconference Meeting AGENDA

- I. Call to Order Chairman, Mickal Adler
 - Roll Call
 - Welcome guests
 - Approval of absences for today, September 24, 2020
 - Approval of Minutes for August 27, 2020
 - Presentation Jefferson EDGE Five-Year Plan Update TIP Strategies
- II. Public Comments on Agenda Items
- III. Unfinished and New Business
 - A resolution approving Amendment No. 2 to the Intergovernmental Agreement with the Parish of Jefferson for economic development and related services, and providing for related matters **Lacey Bordelon Pg. 2**
 - A resolution approving Amendment No. 2 to the Cooperative Endeavor Agreement with Greater New Orleans, Inc. for economic development and related services contingent on the Jefferson Parish Council's approval and execution of Amendment No. 2 to the related Intergovernmental Agreement, and providing for related matters – Lacey Bordelon Pg.20
 - Approval of resolution authorizing JEDCO to enter into a 3-year contract with RB Services of Louisiana for Janitorial Services – Scott Rojas Pg. 41
 - Resolution authorizing the execution of a \$20,000 contract with the Louisiana Department of Environmental Quality for grant dollars pertaining to Brownfields technical assistance on the West Bank of Jefferson Parish – Annalisa Kelly Pg. 58
 - Approval of an unbudgeted expense not to exceed \$13,000 for an analysis of the economic impact of COVID-19 pandemic on the Jefferson Parish economy proposed by Chmura Lacey Bordelon Pg. 86
- IV. Monthly Financial Report
 - August 2020 Cynthia Grows Pg. 95
- V. President & CEO Report Jerry Bologna
- VI. Other Updates or Comments from the JEDCO Board of Commissioners
- VII. Adjournment

IN ACCORDANCE WITH GOVERNOR JOHN BEL EDWARDS' EXECUTIVE PROCLAMATION – JBE 2020-59, EXECUTED MAY 14,2020, A WRITTEN CERTIFICATION REGARDING THIS VIDEO/TELECONFERENCE MEETING IS ATTACHED TO THE AGENDA.

- All persons who plan on attending the meeting are requested to notify Scott Rojas by email srojas@jedco.org no later than 7:30 a.m. on September 24, 2020. Please provide in the email your full name and the telephone number you plan to call from.
- The public is asked to join the teleconference meeting by 8:20 a.m. After a quorum of the Board is present, the public will be admitted to the meeting.

Dial by Phone: 312-626-6799 or 929-205-6099 Meeting ID: 859 5900 8264

All members of the public will be muted, and if they have a question or wish to be recognized for public comment on an agenda item, shall use the Zoom Message feature to send a private message to the Meeting Host with their question or that they wish to be recognized. The Meeting Host (and/or any co-hosts) will keep a list of questions and persons wishing to be recognized, and will assist the presiding officer in recognizing those persons on each item, in the order of their request.

In accordance with provisions of the Americans with Disabilities Act of 1990 (ADA), JEDCO and Jefferson Parish will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices or other reasonable accommodation under the ADA, submit your request to the ADA Coordinator at least 48 hours in advance of this meeting or as soon as possible. Advanced noticed is required for ASI Certified Interpreters. Should you have any concerns, please contact: ADA Coordinator, Scott Rojas, 700 Churchill Parkway, Avondale, LA 70094 (504) 875-3908 or email: srojas@jedco.org Any person, who believes he or she has been subject to unlawful discrimination by JEDCO, the Parish, any Parish officer or employee based on past or current disability, or his or her association with a person with a disability, may submit the grievance, in writing, to JEDCO's designated Americans with Disabilities Act (ADA) Coordinator, contact information above.





MEMORANDUM

DATE: September 17, 2020

TO: JEDCO Executive Committee

FROM: Jerry Bologna, President & CEO

via Lacey Bordelon, Vice President & COO (lgb)

SUBJECT: A resolution approving Amendment No. 2 to the Intergovernmental Agreement

between the Parish of Jefferson and JEDCO for economic development and related

services, and providing for related matters

Background:

In March of 2019, Jefferson Parish engaged JEDCO through a single-year term Intergovernmental Agreement ("IGA") to assume the management of a Cooperative Endeavor Agreement ("CEA") with GNO, Inc. and to oversee and fund the delivery of economic development services provided by GNO, Inc. In accordance with the IGA, the Parish remitted funding in the amount of \$90,000 to JEDCO for distribution to GNO, Inc. in exchange for GNO, Inc.'s execution of a list of economic development-related deliverables identified both within the IGA and the CEA. Soon after the IGA was approved by the Parish Council and JEDCO's Board of Commissioners, JEDCO and GNO, Inc. entered into the corresponding CEA, which was coterminous with the term of the IGA.

Due to the success of the arrangement with the Parish, JEDCO and GNO, Inc., all parties desired to extend both agreements for an additional year at an additional funding amount of \$90,000 for the next year of deliverables. As a result, in February of 2020, the JEDCO Board approved Amendment No. 1 to the IGA with Jefferson Parish, which extended the agreement for one year and provided \$90,000 for the agreement's extension. At the same meeting, the JEDCO Board approved a corresponding Amendment No. 1 to the CEA with GNO, Inc. The JEDCO approvals were contingent upon the Parish Council's approval of the same Amendment No. 1 to the IGA. Due to the onset and impact of COVID-19, the Parish Council's approval of Amendment No. 1 was delayed until May of 2020. Nevertheless, the amendment was ultimately approved and executed by the Council, which enabled the execution and extension of the CEA.

Discussion:

At the meeting of the Jefferson Parish Council on September 1, 2020, the Council approved Resolution No. 136275 authorizing Amendment No. 2 to the IGA with JEDCO by adding a deliverable, which is to be provided by GNO, Inc. to the Parish, and providing an additional \$55,000 for the completion of the deliverable. The deliverable is stated as such: Explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, and Library Community Space. Under the proposed arrangement, GNO, Inc. will contract with a third party consultant to development and manage a Request for Information ("RFI") process to identify both the development concepts and requirements to finance and build a multi-use property in the Fat City neighborhood as a public private partnership. This Amendment No. 2 to the IGA must also be approved by JEDCO's Board of Commissioners or Executive Committee of the Board.

As a result of the Council's approval of Amendment No. 2, JEDCO and GNO, Inc. have prepared a corresponding amendment to the CEA, which will be presented to the Executive Committee at its September 24, 2020 meeting.

Recommendation:

JEDCO staff recommends the Board approve the attached resolution approving Amendment No. 2 to the IGA with Jefferson Parish, which adds a deliverable focused on Fat City development, provides for an additional \$55,000 to JEDCO for the delivery of the new deliverable by GNO, Inc., and authorizes its execution by JEDCO's President & CEO.

Attachments (5):

- 1. JEDCO Board Resolution approving Amendment No. 2 to the IGA with Jefferson Parish
- 2. Exhibit A Amendment No. 2 to the IGA with Jefferson Parish
- 3. Exhibit B Council Resolution No. 136275 adopted 9/1/20 approving Amendment No. 2 to IGA with JEDCO
- 4. Exhibit C Original IGA with Jefferson Parish effective March 18, 2019 with original Exhibit A: Deliverables
- 5. Exhibit D Amendment No. 1 to the IGA with Jefferson Parish

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT SEPTEMBER 24, 2020

| On motion of | , seconded by | , the |
|---|---|--|
| following resolution was offered: | , | |
| | DECC. 1171011 | |
| | RESOLUTION | |
| | Amendment No. 2 to the Intergovernment son for economic development and related providing for related matters | |
| Agreement ("IGA") to assume the manage oversee and fund the delivery of economic the Parish remitted funding in the amount inc.'s execution of a list of economic development.'s execution of a list of economic development inc.'s execution and GNO, Inc. entered into the CE. WHEREAS, due to the success of to extend both agreements for an additional deliverables. As a result, in February and approved Amendment No. 1 to the IGA provided \$90,000 for the agreement's execution whereas, a corresponding Amendment's execution whereas, a corresponding Amendment No. 2 to the IGA with JED opportunities in the Fat City neighborhood Space, and to provide an additional \$50 deliverable by GNO, Inc.; and WHEREAS, JEDCO's Board of Company of the required corresponding amendment of the required corresponding amendment No. 2 to the IGA in order to the required corresponding amendment of the required | aic development services provided by GNO ant of \$90,000 to JEDCO for distribution allopment-related deliverables identified was approved by the Parish Council and A with corresponding term and deliverable the arrangement with the Parish, JEDCO ional year at an additional funding amound May of 2020, the JEDCO Board and Jeff A with Jefferson Parish, which extended tension; and and endment No. 1 to JEDCO's CEA with GNO and the Jefferson Parish Council approved DCO to add a deliverable related to the doin association with a Fat City Center, Post, 2000 over the agreement's original \$ commissioners or Executive Committee effectuate the amendment, and to enable to JEDCO's CEA with GNO, Inc. LVED by the Executive Committee of the and Port District that: to the Intergovernmental Agreement be | ment ("CEA") with GNO, Inc. and to O, Inc. In accordance with the IGA, to GNO, Inc. in exchange for GNO, within the IGA; and JEDCO's Board of Commissioners, les; and D and GNO, Inc., all parties desired int of \$90,000 for the next year of ferson Parish Council, respectively, I the agreement for one year and D, Inc. was approved and executed Resolution No. 136275 authorizing the revitalization and development ocket Park, and Library Community 90,000 for execution of the new of the Board must also approve the preparation and approval of the Board of Commissioners of the Detween JEDCO and GNO, Inc. for the form attached to this resolution |
| required to carry out the provisions of the | | , |
| The foregoing resolution having been sub YEAS: NAYS: | omitted to a vote, the vote hereon was as ABSENT: | follows: |
| The resolution was declared to be | e adopted on this the 24 th day of Septeml | ber, 2020. |
| | Attested by: | |

Larry Katz

September 24, 2020 Secretary

SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE PARISH OF JEFFERSON AND JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT

This Second Amendment (the "Second Amendment") to the Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures attached hereto, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Ricky J. Templet, Council Chairman of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No.______ adopted on the ______ day of ______, 2020, and the Jefferson Parish Economic Development and Port District, (hereafter, JEDCO), herein represented by Jerry Bologna, its President and C.E.O. PARISH and JEDCO may be referred to herein as "PARTY," individually, and 'PARTIES," collectively.

WHEREAS, pursuant to Resolution No. 133171, adopted on the 27th day of February, 2019, the PARISH and JEDCO entered into that certain Intergovernmental Agreement (the "Agreement") dated the 18th day of March, 2019, to provide funding for economic development and related services for a total cost of \$90,000.00; and

WHEREAS, pursuant to Resolution No. 135507, adopted on the 11th day of March, 2020, the Council approved Amendment No. 1 to the Agreement (the "First Amendment") to extend the term of the agreement by one (1) year, modify the deliverables/scope of services, and revise the contract amount to read as \$90,000.00 per year; and

WHEREAS, PARISH and JEDCO wish to amend the Agreement to modify the scope of services/deliverables to add "explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space" and provide additional funding in the amount of \$55,000.00 for a total not to exceed amount of \$145,000.00.

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

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

SECTION 2. Section I. (SERVICES/DELIVERABLES) shall be amended to add the following:

Other:

18) Explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community

Page 1 of 2
Resolution No. _____
JEDCO

EXHIBIT A

Space.

SECTION 3. Section II. (PAYMENT) shall be amended to add the following:

PARISH shall provide JEDCO additional funding in the amount of \$55,000.00 to explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space for a total not to exceed amount of \$145,000.00 for the current term year.

SECTION 4. Miscellaneous: Except where specifically modified herein, the remainder of the Agreement is intact, valid, and fully enforceable. The Agreement as amended by the First Amendment, and the Second Amendment represents the full agreement by the PARTIES thereto and supersedes any written or oral representations concerning the subject matter therein, except in written form signed by both parties. For conflicts between the Agreement, First Amendment, and Second Amendment, the Second Amendment shall control.

IN TESTIMONY WHEREOF, the PARTIES hereto have caused this Amended Intergovernmental Agreement to be executed by their respective duly authorized corporate officers effective as of the date latest indicated below.

| DATE: | PARISH OF JEFFERSON |
|-------|--|
| | BY: Ricky J. Templet, Chairman |
| DATE: | Jefferson Parish Council JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT |
| | BY: |
| | Jerry Bologna, President and C.E.O. |

Page 2 of 2 Resolution No. _____ JEDCO On motion of Ms. VanVracken, seconded by Mr. Templet, the following resolution was offered:

RESOLUTION NO. 136275

A resolution approving Amendment No. 2 to the Intergovernmental Agreement between the Parish of Jefferson and the Jefferson Parish Economic Development and Port District to modify the scope of services/deliverables to explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space and provide additional funding in the amount of \$55,000.00 for a cost not to exceed \$145,000.00. (District 5)

WHEREAS, pursuant to Resolution No. 133171, adopted on the 27th day of February, 2019, the PARISH and the Jefferson Parish Economic Development and Port District entered into that certain Intergovernmental Agreement dated the 18th day of March, 2019, to provide funding for economic development and related services for a total cost of \$90,000.00; and

WHEREAS, pursuant to Resolution No. 135507, adopted on the 11th day of March, 2020, the Council approved Amendment No. 1 to the Agreement to extend the term of the agreement by one (1) year, modify the deliverables/scope of services, and revise the contract amount to read as \$90,000,00 per year; and

WHEREAS, PARISH and Jefferson Parish Economic Development and Port District wish to amend the Agreement to modify the scope of services/deliverables to add "explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space," and provide additional funding in the amount of \$55,000.00 for a total not to exceed amount of \$145,000.00.

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

SECTION 1. That Amendment No. 2 to the Intergovernmental Agreement between the Parish of Jefferson and the Jefferson Parish Economic Development and Port District to modify the scope of services/deliverables to explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space and provide additional funding in the amount of \$55,000.00 for a cost not to exceed \$145,000.00 is hereby approved.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 44530-4007-7671 (45310.527).

SECTION 3. That the term of the contract shall commence on date of execution.

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

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

YEAS: 7 NAYS: None ABSENT: None

This resolution was declared to be adopted on this 1st day of September, 2020.

THE FOREGOING IS CERTIFIED TO BE A TRUE & CORRECT COPY

EULA A. LOPEZ

INTERGOVERNMENTAL AGREEMENT BETWEEN PARISH OF JEFFERSON AND JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into on this day of ________, 2019 by and between Parish of Jefferson (hereinafter "Parish") represented herein by Christopher L. Roberts, Chairperson of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No. 133171 adopted on the 27th day of February, 2019, and Jefferson Parish Economic Development and Port District (hereinafter "JEDCO"), represented herein by Jerry Bologna, its President & CEO.

Parish and JEDCO may be referred to herein as "Party," individually, and "Parties," collectively.

WITNESSETH

WHEREAS, Parish is political subdivision of the State of Louisiana that operates under a home rule charter and plan of government adopted in accordance with Article XIV, Section 3(c) of the Louisiana Constitution of 1921; and

WHEREAS, pursuant to Section 1.01 of Parish's home rule charter, Parish is vested with all of the powers, rights, and authority now or hereafter vested in parishes, parish governments, and parish officers and in the Parish of Jefferson in particular by the Constitution and laws of the State of Louisiana; and

WHEREAS, JEDCO is a political subdivision of the State of Louisiana and a special district of Parish, which has the power to acquire, construct, improve, maintain, and operate projects as provided in Chapter 20 of Title 34 of the Louisiana Revised Statutes of 1950, and to provide such additional parish services within the district as may be required by the Jefferson Parish Council; and

WHEREAS, pursuant to La. R.S. 38:2022(J), JEDCO serves as the principal parish organization for furthering economic development of the parish and for promoting and assisting the growth and development of parish industrial and business concerns; and

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

WHEREAS, Greater New Orleans, Inc. (hereinafter "GNO, Inc.") is a regional economic development alliance serving the ten parish region of Southeast Louisiana; and

WHEREAS, in effort to promote greater synergy between JEDCO and GNO, Inc. and to maximize delivery of economic development services, Parish desires for JEDCO to cooperate with GNO, Inc. on the supplementary economic development and related services set forth herein; and

WHEREAS, Parish will provide JEDCO with funding in the amount of \$90,000.00 for the services/deliverables set forth in this Agreement; and

WHEREAS, the transfer expenditure of public funds pursuant to this Agreement is for a public purpose and is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the cooperative efforts of the Parties.

NOW, THEREFORE, Parish and JEDCO hereby agree as follows:

I. SERVICES/DELIVERABLES

In consideration for the funding provided herein, JEDCO shall cooperate with GNO, Inc. for the delivery of the economic development services set forth below and for other related services that JEDCO may deem appropriate. JEDCO shall direct and supervise the delivery all such services.

Business Development:

- Proactively market Jefferson Parish to national site selectors, corporate location advisors, and to companies seeking to locate operations in the Greater New Orleans region. Attraction efforts will focus on target sectors for GNO, Inc. and the Jefferson EDGE, as well as on major Jefferson Parish assets such as Avondale Shipyard, Churchill Technology & Business Park, Louis Armstrong New Orleans International Airport, Fat City, Gretna, and other strategic assets as determined by JEDCO.
 - a. Proactively engage with lead development strategies identifying prospective companies that are a fit for Jefferson Parish. All relevant business development leads will be shared with JEDCO, and GNO, Inc. will work closely with JEDCO to market Jefferson opportunities to prospects.
 - Collaborate to organize a site selector familiarization tour of Jefferson Parish sites and assets.
- Cooperate to ensure that JEDCO is notified of all business retention and expansion endeavors in Jefferson Parish, and that every effort is made to include JEDCO in these meetings.
- Work closely with LED site certification team to identify potential sites in Jefferson Parish for certification and assist with the certification process.
- 4) Promotion of Jefferson Parish's approved Opportunity Zones in order to capture investment and increase redevelopment opportunities, including but not limited to organizing at least one tour of a Jefferson Parish Opportunity Zone project for investors and brokers.

Business Environment:

- 5) Legislative lobbying, research, and advocacy activities on mutually defined projects and initiatives that benefit economic development in Jefferson Parish and the Greater New Orleans region, including but not limited to advocacy regarding the National Flood Insurance Program.
- Collaborate on the development and execution of two events related to major Jefferson EDGE action items, to be mutually agreed upon by JEDCO and GNO, Inc.
- 7) Implementation of Jefferson Transit's Strategic Plan and action items from the Regional Planning Commission's Comprehensive Operations Analysis and RTA's Strategic Mobility Plan that seek to increase ridership and promote transportation options and workforce mobility in Jefferson Parish. Research and identify possible funding sources to address JeT's estimated funding gaps as identified in the JeT Strategic Plan, and provide recommendations on how to obtain those funding sources.
- Provide research through EMSI and economic impact analyses through IMPLAN upon request.

Marketing:

- 9) Develop new marketing campaigns highlighting the Greater New Orleans region and Jefferson Parish through print, radio, television, and social media. Means to achieve these earned media goals will include press releases for major wins, press events, when appropriate and impactful; editorials and op-ed pieces; regular scheduled appearances on local TV and radio; media tours to major external markets.
- 10) Develop alignment around a coordinated brand for the region's medical infrastructure, as specified in the Jefferson EDGE 2020 economic development strategic plan. Align strategies around marketing efforts to ensure clear and integrated messaging around promoting Jefferson Parish to the business community at large and within other key growth industry clusters.

- 11) Work with Jefferson Parish companies to drive curriculum change at regional universities and technical colleges through its GNOu initiative.
- Offer quality of life tours, job placement and other talent needs to existing and prospective Jefferson Parish companies.
- Update Destination GNO's Jefferson Parish features and community information with input from JEDCO.

Other:

- 14) Support in all other areas as needed in order to create jobs and wealth in Jefferson Parish and promote Jefferson in general.
- Implementation of the Jefferson Parish Housing Stock Enhancement Strategic Plan as requested.
- Provide quarterly activity reports to the Jefferson Parish Council and Jefferson Parish President regarding progress made under these deliverables, and an annual presentation reporting on progress to the JEDCO Board of Commissioners.

II. PAYMENT

Parish shall provide JEDCO with funding in the amount of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for services and deliverables provided hereunder.

III. TERM

Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and shall terminate on the first anniversary thereof.

IV. TERMINATION

The terms of this Agreement shall be binding upon the Parties hereto until the services/deliverables have been completed, but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the Parties hereto.
- b. By Parish as a consequence of the failure of JEDCO to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of JEDCO, provided Parish will give JEDCO written notice of any such failure and ten (10) days to cure any such failure.
- c. By either Party upon failure of the other Party to fulfill its obligation as set forth in the Agreement.
- d. By Parish for cause by issuing JEDCO thirty (30) days written notice.
- e. By Parish for convenience by issuing JEDCO thirty (30) days written notice.

V. FORCE MAJEURE

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

VI. INDEMNIFICATION

JEDCO shall indemnify and hold harmless Parish against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by JEDCO, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by JEDCO under this Agreement.

Further, JEDCO hereby agrees to indemnify Parish for all reasonable expenses and attorney's fees incurred by or imposed upon Parish in connection therewith for any loss, damage,

injury or other casualty pursuant to this section. JEDCO further agrees to pay all reasonable expenses and attorney's fees incurred by Parish in establishing the right to indemnity pursuant to the provisions of this Section.

VII. REPORTS

JEDCO shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.

VIII. COST AND COLLECTION RECORDS

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

IX. NOTICE

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

PARISH:

Jefferson Parish Council

c/o Council Chairperson 200 Derbigny Street, Suite 6200

Gretna, Louisiana 70053

JEDCO:

Jefferson Parish Economic Development and Port District

c/o President & CEO 700 Churchill Parkway Avondale, Louisiana 70094

X. ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the Parties hereto.

XI. LEGAL COMPLIANCE

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

XII. EMPLOYMENT OF PARISH PERSONNEL

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

XIII. COVENANT AGAINST CONTINGENT FEES

JEDCO warrants that it has not employed or retained any entity or person, other than a

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

XIV. DISCRIMINATION CLAUSE

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

XV. ANNUAL APPROPRIATION

This Agreement is contingent upon the appropriation of funds by Parish. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to Parish except for payments which have been earned prior to the termination date. Termination of this Agreement by Parish under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Jefferson Parish Council in its unfettered discretion based upon what the Jefferson Parish Council believes to be in the best interests of Parish. The Jefferson Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

XVI. JURISDICTION

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

XVII. SEVERABILITY

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

XVIII. DUTY TO COOPERATE WITH INSPECTOR GENERAL

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with Parish, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

XIX. ENTIRE AGREEMENT

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

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

WITNESSES:

Print Name:

Deshine Parker

Kon All.

Print Name: Karen B. Oseguera

PARISH OF JEFFERSON

By: CHRISTOPHER L. ROBERTS, Chairperson

Jefferson Parish Council

JEFFERSON PARISH ECONOMIC
DEVELOPMENT AND PORT DISTRICT

JERRY BOLOGNA, President & CEO

WITNESSES:

Print Name: Deshine Parker

Print Name: Karen B. Oseguera

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On the motion of Ms. Lee-Sheng, seconded by Mr. Roberts, the following resolution was offered:

RESOLUTION NO. 133171

A resolution approving an Intergovernmental Agreement between the Parish of Jefferson and Jefferson Parish Economic Development and Port District regarding the provision of funding for economic development and related services and providing for related matters. (Parishwide)

WHEREAS, the Parish of Jefferson ("Parish") is political subdivision of the State of Louisiana that operates under a home rule charter and plan of government adopted in accordance with Article XIV, Section 3(c) of the Louisiana Constitution of 1921; and

WHEREAS, pursuant to Section 1.01 of Parish's home rule charter, Parish is vested with all of the powers, rights, and authority now or hereafter vested in parishes, parish governments, and parish officers and in the Parish of Jefferson in particular by the Constitution and laws of the State of Louisiana; and

WHEREAS, Jefferson Parish Economic Development and Port District ("JEDCO") is a political subdivision of the State of Louisiana and a special district of Parish, which has the power to acquire, construct, improve, maintain, and operate projects as provided in Chapter 20 of Title 34 of the Louisiana Revised Statutes of 1950, and to provide such additional parish services within the district as may be required by the Jefferson Parish Council; and

WHEREAS, pursuant to La. R.S. 38:2022(J), JEDCO serves as the principal parish organization for furthering economic development of the parish and for promoting and assisting the growth and development of parish industrial and business concerns;

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

WHEREAS, Greater New Orleans, Inc. ("GNO, Inc.") is a regional economic

development alliance serving the ten parish region of Southeast Louisiana; and

WHEREAS, in effort to promote greater synergy between JEDCO and GNO, Inc. and to maximize delivery of economic development services, Parish desires for JEDCO to cooperate with GNO, Inc. on supplementary economic development and related services set forth in the Agreement; and

WHEREAS, Parish will provide JEDCO with funding in the amount of \$90,000.00

for the services/deliverables set forth in the Agreement; and

WHEREAS, the transfer expenditure of public funds pursuant to this Agreement is for a public purpose and is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the cooperative

efforts of the Parish and JEDCO.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Parish Council of

Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That an Intergovernmental Agreement between the Parish of Jefferson and Jefferson Parish Economic Development and Port District regarding the provision of funding for economic development and related services is hereby approved.

SECTION 2. That funding for this Intergovernmental Agreement shall be charged

to Account No. 22520-3552-7331.

SECTION 3. That the Parish Attorney's Office has been requested to serve as legal counsel for both the Parish of Jefferson and Jefferson Parish Economic Development and Port District in this matter, and consent for to said joint legal representation in this matter is hereby granted.

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

as follows:

NAYS: None **ABSENT: None** YEAS: 7 The resolution was declared to be adopted on this the 27th day of February,

2019.

AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN

PARISH OF JEFFERSON AND

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures,, by and between **Parish of Jefferson** (hereinafter "Parish"), acting herein by and through Ricky J. Templet, Chairperson of the Jefferson Parish Council, duly authorized to act pursuant to Resolution No. 135507 adopted on the 11th day of March, 2020, and **Jefferson Parish Economic Development and Port District** (hereinafter "JEDCO") represented herein by Jerry Bologna, its President and Chief Executive Officer.

Parish and JEDCO may be referred to herein as "Party," individually, and "Parties," collectively.

WITNESSETH

WHEREAS, in accordance with Resolution No. 133171, adopted on February 27, 2019, Parish and JEDCO entered into an agreement regarding the provision of funding for economic development and related services and providing for related matters (hereinafter "Agreement"); and

WHEREAS, Section II ("Payment") of the Agreement provides that Parish shall provide JEDCO with funding in the amount of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) for services and deliverables provided; and

WHEREAS, Section III ("Term") of the Agreement provides that the term of the Agreement shall commence on the date of execution and shall terminate on the first anniversary thereof; and,

WHEREAS, the Parties mutually desire to amend the Agreement to extend the term by one (1) year, modify the deliverables/scope of services, and provide for additional funding.

NOW THEREFORE, the Agreement is hereby amended as follows:

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

SECTION 2. That Section I. ("Deliverables/Services") of the Agreement is hereby amended to read as follows:

In consideration for the funding provided herein, JEDCO shall cooperate with GNO, Inc. for the delivery of the economic development services set forth below and for other related services that JEDCO may deem appropriate. JEDCO shall direct and supervise the delivery all such services.

Business Development:

- Proactively market Jefferson Parish to national site selectors, corporate location advisors, and to companies seeking to locate operations in the Greater New Orleans region. Attraction efforts will focus on target sectors for GNO, Inc. and the Jefferson EDGE, as well as on major Jefferson Parish assets such as Avondale Shipyard, Churchill Technology & Business Park, Louis Armstrong New Orleans International Airport, Fat City, Gretna, and other strategic assets as determined by JEDCO.
 - a. Proactively engage with lead development strategies identifying prospective companies that are a fit for Jefferson Parish. All relevant business development leads will be shared with JEDCO, and GNO, Inc. will work closely with JEDCO to market Jefferson opportunities to prospects.
 - Collaborate to ensure that JEDCO is provided with an outreach opportunity to site selectors during GNO, Inc.'s 2020 site familiarization tour.

Resolution No. 135507 Jefferson Parish Economic Development and Port District Page 1 of 3

- Cooperate to ensure that JEDCO is notified of all business retention and expansion endeavors in Jefferson Parish, and that every effort is made to include JEDCO in these meetings.
- Work closely with LED site certification team to identify potential sites in Jefferson Parish for certification and assist with the certification process.
- 4) Promotion of Jefferson Parish's approved Opportunity Zones in order to capture investment and increase redevelopment opportunities, including but not limited to organizing at least one tour of a Jefferson Parish Opportunity Zone project for investors and brokers.

Business Environment:

5) Legislative lobbying, research, and advocacy activities on mutually defined projects and initiatives that benefit economic development in Jefferson Parish and the Greater New Orleans region, including but not limited to advocacy regarding the National Flood Insurance Program.

Development of The Jefferson EDGE 2025 economic development strategic plan through participation as a stakeholder in the planning process and through Michael Hecht's

participation in an interview and/or meetings with the consultant team.

7) Implementation of Jefferson Transit's Strategic Plan and action items from the Regional Planning Commission's Comprehensive Operations Analysis and RTA's Strategic Mobility Plan that seek to increase ridership and promote transportation options and workforce mobility in Jefferson Parish.

Provide research through EMSI and economic impact analyses through IMPLAN upon

request.

Marketing:

9) Continue to develop new marketing campaigns highlighting the Greater New Orleans region and Jefferson Parish through print, radio, television, and social media. Means to achieve these earned media goals will include press releases for major wins, press events, when appropriate and impactful; editorials and op-ed pieces; regular scheduled appearances on local TV and radio; media tours to major external markets.

10) Cooperate to promote JEDCO events, initiatives, projects and economic development wins

through social media, press releases and other platforms as necessary.

11) Develop alignment around a coordinated brand for the region's medical infrastructure, as specified in the Jefferson EDGE 2020 economic development strategic plan. Align strategies around marketing efforts to ensure clear and integrated messaging around promoting Jefferson Parish to the business community at large and within other key growth industry clusters.

12) Work with Jefferson Parish companies to drive curriculum change at regional universities

and technical colleges through the GNOu initiative.

13) Offer quality of life tours, job placement and other talent needs to existing and prospective

Jefferson Parish companies.

 Update Destination GNO's Jefferson Parish features and community information with input from JEDCO.

Other:

as follows:

15) Support in all other areas as needed in order to create jobs and wealth in Jefferson Parish and promote Jefferson in general.

16) Implementation of the Jefferson Parish Housing Stock Enhancement Strategic Plan as

requested.

17) Provide quarterly activity reports to JEDCO, the Jefferson Parish Council and Jefferson Parish President reporting on progress made under these deliverables, and an annual

presentation reporting on progress to the JEDCO Board of Commissioners.

SECTION 3. That Section II. ("Payment") of the Agreement is hereby amended to read

Resolution No. 135507

Jefferson Parish Economic Development and Port District
Page 2 of 3



Parish shall provide JEDCO with funding in the amount of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) annually for services and deliverables provided hereunder.

SECTION 4. That Section III. ("Term") of the Agreement is hereby amended to read as follows:

Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and shall terminate on the second anniversary thereof.

SECTION 5. It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

Except as amended herein, the Agreement shall remain in force and effect without change.

PARISH OF IFFFFRSON

This Agreement is fully executed on the latest date indicated below.

| 5/8/2020 | By: By Jus |
|-----------|--|
| DATE | RICKY J. TEMPLET, Chairperson Jefferson Parish Council |
| | |
| | JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT |
| 5/11/2020 | By: Juny Bologna |
| DATE | JERRY BOLOGNA, President and C.E.O. |

On motion of **Mr. Walker**, seconded by **Mr. Templet**, the following resolution was offered:

RESOLUTION NO. 135507

A resolution approving Amendment No. 1 to the Intergovernmental Agreement between the Parish of Jefferson and Jefferson Parish Economic Development and Port District regarding the provision of funding for economic development and related services, which extends the term of the Agreement by one (1) year, modifies the deliverables/scope of services, and increases the contract amount by \$90,000.00. (Parishwide)

WHEREAS, in accordance with Resolution No. 133171, adopted on February 27, 2019, Parish and JEDCO entered into an agreement regarding the provision of funding for economic development and related services and providing for related matters (hereinafter "Agreement"); and

WHEREAS, Section II ("Payment") of the Agreement provides that Parish shall provide JEDCO with funding in the amount of Ninety Thousand Dollars (\$90,000.00) for services and deliverables provided; and

WHEREAS, Section III ("Term") of the Agreement provides that the term of the Agreement shall commence on the date of execution and shall terminate on the first anniversary thereof; and,

WHEREAS, the Parties mutually desire to amend the Agreement to extend the term by one (1) year, modify the deliverables/scope of services, and provide for additional funding.

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

SECTION 1. That Amendment No. 1 to the Intergovernmental Agreement between the Parish of Jefferson and Jefferson Parish Economic Development and Port District regarding the provision of funding for economic development and related services, which extends the term of the agreement by one (1) year, modifies the deliverables/scope of services, and increases the contract amount by Ninety Thousand Dollars (\$90,000.00), is hereby approved.

SECTION 2. That funding for this Intergovernmental Agreement shall be charged to Account No. 22520-3552-7331.

SECTION 3. That the Chairperson of the Jefferson Parish Council, or in his absence the Vice-Chairperson, is hereby authorized to execute any and all documents necessary to implement this resolution.

SECTION 4. That the Parish Attorney's Office has been requested to serve as legal counsel for both the Parish of Jefferson and Jefferson Parish Economic Development and Port District in this matter, and consent for to said joint legal representation in this matter is hereby granted.

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

YEAS: 6 NAYS: None ABSENT: (1) Bonano
The resolution was declared to be adopted on this the 11th day of March, 2020.

EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

On motion of **Ms. VanVracken**, seconded by **Mr. Templet**, the following resolution was offered:

RESOLUTION NO. 136275

A resolution approving Amendment No. 2 to the Intergovernmental Agreement between the Parish of Jefferson and the Jefferson Parish Economic Development and Port District to modify the scope of services/deliverables to explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space and provide additional funding in the amount of \$55,000.00 for a cost not to exceed \$145,000.00. (District 5)

WHEREAS, pursuant to Resolution No. 133171, adopted on the 27th day of February, 2019, the PARISH and the Jefferson Parish Economic Development and Port District entered into that certain Intergovernmental Agreement dated the 18th day of March, 2019, to provide funding for economic development and related services for a total cost of \$90,000.00; and

WHEREAS, pursuant to Resolution No. 135507, adopted on the 11th day of March, 2020, the Council approved Amendment No. 1 to the Agreement to extend the term of the agreement by one (1) year, modify the deliverables/scope of services, and revise the contract amount to read as \$90,000.00 per year; and

WHEREAS, PARISH and Jefferson Parish Economic Development and Port District wish to amend the Agreement to modify the scope of services/deliverables to add "explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space," and provide additional funding in the amount of \$55,000.00 for a total not to exceed amount of \$145,000.00.

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

SECTION 1. That Amendment No. 2 to the Intergovernmental Agreement between the Parish of Jefferson and the Jefferson Parish Economic Development and Port District to modify the scope of services/deliverables to explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space and provide additional funding in the amount of \$55,000.00 for a cost not to exceed \$145,000.00 is hereby approved.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 44530-4007-7671 (45310.527).

SECTION 3. That the term of the contract shall commence on date of execution.

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

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

YEAS: 7 NAYS: None ABSENT: None

This resolution was declared to be adopted on this 1st day of September, 2020.

THE FOREGOING IS CERTIFIED TO BE A TRUE & CORRECT COPY

PARISH CLERK
JEFFERSON PARISH COUNCIL



MEMORANDUM

DATE: September 17, 2020

TO: JEDCO Executive Committee

FROM: Jerry Bologna, President & CEO

via Lacey Bordelon, Vice President & COO (lgb)

SUBJECT: A resolution approving Amendment No. 2 to the Cooperative Endeavor Agreement

("CEA") with Greater New Orleans, Inc. for economic development and related services contingent upon the Jefferson Parish Council's approval and execution of Amendment No. 2 to the related Intergovernmental Agreement between Jefferson Parish and JEDCO,

and providing for related matters

Background:

In March of 2019, Jefferson Parish engaged JEDCO through an Intergovernmental Agreement ("IGA") to assume the management of a Cooperative Endeavor Agreement ("CEA") with GNO, Inc. and oversee and fund the delivery of economic development services provided by GNO, Inc. Through the IGA, which had a term of one year, the Parish remitted funding in the amount of \$90,000 to JEDCO for distribution to GNO, Inc. in exchange for GNO, Inc.'s execution of a list of economic development-related deliverables identified within the CEA. Soon after the IGA was approved by the Parish Council and JEDCO's Board of Commissioners, JEDCO and GNO, Inc. entered into the corresponding CEA, which also had a one-year term.

Due to the success of the arrangement with the Parish, JEDCO and GNO, Inc., all parties desired to extend both agreements for an additional year and provide an additional \$90,000 to fund the next year of deliverables. As a result, in February of 2020, the JEDCO Board approved Amendment No. 1 to the IGA with Jefferson Parish, which extended the agreement for one year and provided \$90,000 for the agreement's extension. At the same meeting, the JEDCO Board approved a corresponding Amendment No. 1 to the CEA with GNO, Inc. The JEDCO approvals were contingent upon the Parish Council's approval of the same Amendment No. 1 to the IGA. Due to the onset and impact of COVID-19, the Parish Council's approval of Amendment No. 1 was delayed until May of 2020. Nevertheless, the amendment was ultimately approved and executed by the Council, which enabled the amendment to the CEA to be executed resulting in the CEA's extension.

Discussion:

At the meeting of the Jefferson Parish Council on September 1, 2020, the Council approved Amendment No. 2 to the IGA with JEDCO by adding a deliverable which is to be provided by GNO, Inc. to the Parish and providing an additional \$55,000 for the completion of the deliverable. The deliverable is focused on the revitalization of and development opportunities in the Fat City neighborhood in association with a Fat City Center, Pocket Park, and Library Community Space. The Council-approved IGA amendment also provides an additional \$55,000 over the agreement's original \$90,000 for execution of the new

^{*}NOTE: This agenda item accompanies the preceding agenda item.

deliverable by GNO, Inc. Under the proposed arrangement, GNO, Inc. will contract with a third party consultant to development and manage a Request for Information ("RFI") process to identify both the development concepts and requirements to finance and build a multi-use property in the Fat City neighborhood as a public private partnership.

A corresponding amendment to the IGA amendment must be made to JEDCO's CEA with GNO, Inc. to add the Fat City-focused project as a deliverable and to allocate \$55,000 for its delivery in order for the third party consultant contract to be finalized and executed by GNO, Inc., and for the work to commence in Fat City. Thus, JEDCO and GNO, Inc. have prepared Amendment No. 2 to the Cooperative Endeavor Agreement which corresponds with Amendment No. 2 to the IGA by adding the new Fat City-focused deliverable along with the addition of \$55,000.

Recommendation:

JEDCO staff recommends the Board approve the attached resolution approving Amendment No. 2 to the CEA with GNO, Inc., which adds a deliverable focused on Fat City development, provides for an additional \$55,000 to GNO, Inc. for the delivery of the Fat City item, and authorizes the amendment's execution by JEDCO's President & CEO.

Attachments (4): 1. JEDCO Board Resolution approving Amendment No. 2 to the CEA with GNO, Inc.

- 2. Exhibit A Amendment No. 2 to the CEA with GNO, Inc.
- 3. Exhibit B Original CEA with GNO, Inc. effective March 20, 2019
- 4. Exhibit C Amendment No. 1 to the CEA with GNO, Inc.

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT SEPTEMBER 24, 2020

| On motion of | , seconded by | , the |
|-----------------------------------|---------------|-------|
| following resolution was offered: | | |

RESOLUTION

A resolution approving Amendment No. 2 to the Cooperative Endeavor Agreement with Greater New Orleans, Inc. for economic development and related services contingent on the Jefferson Parish Council's approval and execution of Amendment No. 2 to the related Intergovernmental Agreement, and providing for related matters

WHEREAS, pursuant to La. R.S. 38:2022(J), JEDCO serves as the principal parish organization for furthering economic development of the parish and for promoting and assisting the growth and development of parish industrial and business concerns; and

WHEREAS, Greater New Orleans, Inc. ("GNO, Inc.") is a regional economic development alliance serving the ten parish region of Southeast Louisiana; and

WHEREAS, in March of 2019, Jefferson Parish engaged JEDCO through an Intergovernmental Agreement ("IGA") to assume the management of a Cooperative Endeavor Agreement ("CEA") with GNO, Inc. and oversee and fund the delivery of economic development services provided by GNO, Inc. Through the IGA, which had a term of one year, the Parish remitted funding in the amount of \$90,000 to JEDCO for distribution to GNO, Inc. in exchange for GNO, Inc.'s execution of a list of economic development-related deliverables identified within the CEA; and

WHEREAS, soon after the IGA was approved by the Parish Council and JEDCO's Board of Commissioners, JEDCO and GNO, Inc. entered into the corresponding CEA, which also had a one-year term; and

WHEREAS, due to the success of the arrangement with the Parish, JEDCO and GNO, Inc., all parties desired to extend both agreements for an additional year and provide an additional \$90,000 to fund the next year of deliverables. As a result, in February and May of 2020, the JEDCO Board and Jefferson Parish Council, respectively, approved Amendment No. 1 to the IGA with Jefferson Parish, which extended the agreement for one year and provided \$90,000 for the agreement's extension; and

WHEREAS, a corresponding Amendment No. 1 to JEDCO's CEA with GNO, Inc. was approved and executed by JEDCO and GNO, Inc.; and

WHEREAS, on September 1, 2020 the Jefferson Parish Council approved Resolution No. 136275 authorizing Amendment No. 2 to the IGA with JEDCO to add a deliverable related to the revitalization and development opportunities in the Fat City neighborhood in association with a Fat City Center, Pocket Park, and Library Community Space, and to provide an additional \$55,000 over the agreement's original \$90,000 for execution of the new deliverable by GNO, Inc.; and

WHEREAS, JEDCO and GNO, Inc. have prepared a corresponding Amendment No. 2 to the CEA by adding the new Fat City-focused deliverable along with the addition of \$55,000.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Board of Commissioners of the Jefferson Parish Economic Development and Port District that:

SECTION 1. Amendment No. 2 to the Cooperative Endeavor Agreement between JEDCO and GNO, Inc. for economic development and related services is hereby approved in substantially the form attached to this resolution as Exhibit A.

SECTION 2. Approval of said Amendment No. 2 is contingent upon the Jefferson Parish Council's approval and execution of a corresponding Amendment No. 2 to the related Intergovernmental Agreement between the Parish of Jefferson and JEDCO.

SECTION 3. JEDCO's President & CEO is authorized to execute Amendment No. 2 and any and all documents required to carry out the provisions of this resolution.

ABSENT:

| The foregoing resolution having been submitted to a vote, the vote h | nereon was as follows: |
|--|------------------------|

The resolution was declared to be adopted on this the 24th day of September, 2020.

NAYS:

YEAS:

| Larry Katz | Attested by: | |
|------------|--------------|--|
| | | |

AMENDMENT NO. 2 TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN IFFEEDSON DADISH ECONOMIC DEVELOPMENT AND BOOT DISTRICT

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT AND GREATER NEW ORLEANS, INC.

| This Amendment No. 2 to | the Coopera | tive Endeavor | Agreement | (hereinafter |
|---|--------------------|-------------------|-----------------|---------------|
| "Amendment") is made and entered into o | on this | _ day of | | , 2020, |
| by and between Jefferson Parish Eco | nomic Deve | lopment and | Port District | (hereinafter |
| "JEDCO"), represented herein by Jerry B | Sologna, its P | resident and Ch | ief Executive | Officer, duly |
| authorized to act pursuant to a resolution | of the JEDC | O Board of Co | mmissioner ac | lopted on the |
| day of | .020, and G | reater New (| Orleans, Inc. | (hereinafter |
| "ORGANIZATION"), Federal Tax ID No | o. 720272090 | , duly authorize | ed to do and do | oing business |
| in the State of Louisiana, represented here | ein by Michae | el Hecht, its Pre | sident and Ch | ief Executive |
| Officer. JEDCO and ORGANIZATION | may be refer | red to herein as | a "PARTY", | individually, |
| and "PARTIES", collectively. | | | | |

WITNESSETH

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States, or its agencies, or with any public or private ORGANIZATION, corporation or individuals; and

WHEREAS, on March 20, 2019, the PARTIES entered into a Cooperative Endeavor Agreement (hereinafter "Agreement") through which JEDCO oversees the delivery of several economic development and related deliverables by ORGANIZATION for the benefit of the Parish of Jefferson (hereinafter "PARISH"); and

WHEREAS, on May 15, 2020, the PARTIES entered into Amendment No. 1 to the Agreement, which extended the term of the Agreement by one (1) year, revised Paragraphs 3.0 ("Payment") and 14.0 ("Notice"), replaced the text of "Exhibit A: Deliverables", and acknowledged that funding for the deliverables is contingent upon the allocation of funds for such purposes to JEDCO by PARISH; and

WHEREAS, PARISH has approved an amendment to its IGA with JEDCO that modifies the scope of services/deliverables to add "explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, and Library Community Space" and provides additional funding in the amount of \$55,000.00 for such purposes; and

WHEREAS, the PARTIES desire to amend this Agreement to include additional deliverables to be provided by ORGANIZATION and to provide for additional funding and payment terms associated with the additional deliverables.

NOW THEREFORE, the Agreement is hereby amended as follows:

EXHIBIT A

SECTION 1. That the foregoing preambles are accepted as true and correct by the PARTIES and are incorporated herein as if stated in their entirety herein.

SECTION 2. That Paragraph 2.0 ("Deliverables") of the Agreement is hereby amended to read as follows:

2.0 – **Deliverables** – The economic development services to be provided by ORGANIZATION are set forth in detail in "Exhibit A: Deliverables" and "Exhibit B: Supplementary Deliverables." Reporting shall be provided on a quarterly basis detailing services rendered by ORGANIZATION to JEDCO. The quarterly reports detailing services rendered shall be provided to JEDCO and the Jefferson Parish President's Office.

SECTION 3. That Paragraph 3.0 ("Payment") of the Agreement is hereby amended to read as follows:

3.0 – Payment – In consideration of the services described above and the furnishing of the deliverables set forth in "Exhibit A: Deliverables", JEDCO hereby agrees to pay the ORGANIZATION a maximum fee of Ninety Thousand Dollars (\$90,000.00) annually, to be made in two equal installments of Forty-Five Thousand Dollars (\$45,000.00) each year. Every six months, ORGANIZATION will submit to JEDCO accurate invoices for completed work. Payment will be processed following approval of an invoice.

Additionally, in consideration of the furnishing of deliverables set forth in "Exhibit B: Supplementary Deliverables", JEDCO hereby agrees to pay the ORGANIZATION a maximum fee of Fifty-Five Thousand Dollars (\$55,000.00). ORGANIZATION shall submit accurate invoices for completed work. Payment will be made following approval of an invoice.

Payment is contingent upon the allocation of funds by the Parish of Jefferson to JEDCO as authorized by an Intergovernmental Agreement and amendments thereto that were approved by Jefferson Parish Council Resolution Nos. 133171, 135507, and 136275.

SECTION 4. ORGANIZATION shall not commence work on the services/deliverables specified in "Exhibit B: Supplementary Deliverables" prior to receiving a written notice to proceed from JEDCO.

SECTION 5. That the Agreement is hereby amended by adding an additional exhibit entitled "Exhibit B: Supplementary Deliverables", which shall read as follows:

1. Explore revitalization and development opportunities in Fat City in association with a Fat City Center, Pocket Park, & Library Community Space

SECTION 6. That except as amended herein, the Agreement shall remain in force and effect without change.

Amendment No. 2 to CEA Between JEDCO and GNO, Inc.

EXHIBIT A

SECTION 7. That this Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this Amendment transmitted by facsimile, email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Amendment shall have the same effect as the physical delivery of the paper document bearing original signature.

| WITNESSES: | JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT | |
|-------------|--|--|
| Print Name: | By: | |
| Print Name: | | |
| WITNESSES: | GREATER NEW ORLEANS, INC. | |
| Print Name: | By: By: MICHAEL HECHT, President and C.E.O. | |
| Print Name: | | |

Cooperative Endeavor Agreement

Between

Jefferson Parish Economic Development and Port District And Greater New Orleans, Inc.

This Agreement is made and entered into on this day of March. 2018. by and between Jefferson Parish Economic Development and Port District, hereinafter called JEDCO, represented by its President and Chief Executive Officer Jerry Bologna and duly authorized by JEDCO's Board of Commissioners to act pursuant to JEDCO Resolution adopted on February 21, 2019, and Greater New Orleans, Inc., Federal ID No. 720272090, hereinafter called ORGANIZATION, represented by Michael Hecht, its President and Chief Executive Officer; and

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

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

WHEREAS, the valuable and public purpose of the Agreement is for the overall economic development of Jefferson Parish through regional marketing, business development, public policy initiatives, workforce development and other strategic economic development support provided by the ORGANIZATION; and

WHEREAS, since 2008, through past initiatives and agreements, ORGANIZATION has provided economic development services to Jefferson Parish which far exceed the Ninety Thousand Dollars (\$90,000.00) provided for in this Agreement; and

WHEREAS, JEDCO and ORGANIZATION have fostered a robust working relationship to further economic development in Jefferson Parish and the Greater New Orleans region and wish to formalize and advance these efforts and new activities through this Agreement and a set of deliverables set forth in "Exhibit A";

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

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

WHEREAS, JEDCO desires to cooperate with the ORGANIZATION in the implementation of this Agreement as hereinafter provided;

NOW, THEREFORE, JEDCO and ORGANIZATION hereby agree as follows:

- 1.0 Services Since 2008, ORGANIZATION has provided vital and valuable economic development services to Jefferson Parish, including business development, regional marketing and the improvement of regional business conditions through policy, workforce and research initiatives. Through this Agreement, JEDCO and ORGANIZATION will formalize a contractual relationship in which these beneficial services to Jefferson Parish will continue and in which JEDCO's economic development efforts will be greatly enhanced by the expertise, resources, and regional partnerships provided by ORGANIZATION.
- 2.0 Deliverables The economic development services to be provided by ORGANIZATION are set forth in detail in "Exhibit A." Reporting shall be provided on a quarterly basis detailing services rendered by ORGANIZATION to JEDCO. The quarterly reports detailing services rendered shall be provided to JEDCO and Jefferson Parish President's Office.
- 3.0 Payment In consideration of the services described above, JEDCO hereby agrees to pay the ORGANIZATION a maximum fee of Ninety Thousand Dollars (\$90,000.00), to be made in two equal installments of Forty-Five Thousand Dollars (\$45,000.00). ORGANIZATION will submit accurate invoices for completed work to JEDCO in the sixth and twelfth months of the term of this Agreement prior to payments being processed. Payment is contingent on the allocation of funds by the Jefferson Parish Council to JEDCO as authorized via an

EXHIBIT B

intergovernmental agreement approved by Council Resolution No. 133093, adopted on February 6, 2019.

- 4.0 Term of Agreement The term for this Agreement shall commence on the date first above written and shall continue in effect until the first anniversary thereof, unless sooner terminated as provided in Paragraphs 5 and 6. This agreement may be extended for an additional year upon the consent of both parties and with the allocation of funds to JEDCO by Jefferson Parish through an approved intergovernmental agreement.
- 5.0 Termination for Cause JEDCO may terminate this Agreement for cause based upon the failure of ORGANIZATION to comply with the terms and/or conditions of the Agreement; provided that JEDCO shall give ORGANIZATION written notice specifying ORGANIZATION's failure. If within thirty (30) days after receipt of such notice, ORGANIZATION shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place ORGANIZATION in default and the Agreement shall terminate on the date specified in such notice. JEDCO may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the ORGANIZATION to comply with the terms and conditions of this Agreement; provided that JEDCO shall give the ORGANIZATION written notice specifying the ORGANIZATION's failure and a reasonable opportunity for the ORGANIZATION to cure the defect.
- 6.0 Termination for Convenience JEDCO may terminate the Agreement at any time by giving thirty (30) days written notice to ORGANIZATION. Upon receipt of notice, ORGANIZATION shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.
- 6.1 The ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.
- 7.0 Force Majeure Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing and which were not caused by the fault, neglect, or negligence of the declaring party, including, but not limited to, acts of God, delays in performance resulting from and occasioned by government or the military, acts of war, hostilities, interferences of public enemies, riots, strikes, labor disputes or disturbances; epidemics; or any other cause whatsoever beyond the control of the respective parties, whether the kind enumerated or otherwise. When it becomes known to either party that any one of the aforementioned conditions exists, the party shall notify the other party at once and in writing of the nature and cause of the force majeure event (to the extent known) and its estimated duration. The parties shall resume performance at the earliest possible date. If a delay or failure of performance caused by force majeure continues for more than thirty (30) consecutive days, the non-declaring party shall have the right to terminate this Agreement in whole or in part upon written notice. A party declaring force majeure shall make commercially reasonable efforts to eliminate or resolve the condition.
- 8.0 Independent Contractor ORGANIZATION hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that ORGANIZATION is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between JEDCO and ORGANIZATION. The parties hereto acknowledge and agree that JEDCO shall not:
 - a) withhold federal or state income taxes;
 - b) withhold federal social security tax (FICA):
 - c) pay federal or state unemployment taxes for the account of ORGANIZATION; or
 - d) pay workman's compensation insurance premiums for coverage for ORGANIZATION.
 - e) ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu

thereof) and any other applicable federal or state unemployment taxes.

- 8.1 ORGANIZATION agrees to defend, indemnify and hold JEDCO harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- 9.0 Indemnification ORGANIZATION shall defend, indemnify and hold harmless JEDCO, its commissioners, directors and employees against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by ORGANIZATION or its subcontractors under this Agreement.

Further, ORGANIZATION hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any loss, damage, injury or other casualty pursuant to this section. ORGANIZATION further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions of this Section.

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

10.1 - All Policies and Certificates of Insurance of the Organization Shall Contain the Following Clauses:

- a) ORGANIZATION insurers will have no right of recovery or subrogation against JEDCO, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- JEDCO shall be named as additional insured as regards to general liability with respect to negligence by ORGANIZATION.
- c) The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums or for assessments under any form of policy.
- d) Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
- e) ORGANIZATION shall include all subcontractors as additional insureds under its
 policies or shall furnish specific certificates of insurance for each subcontractor. All
 coverage for subcontractors shall be subject to all the requirements stated herein for
 the ORGANIZATION.
- 10.2 Prior to the execution of this Agreement, ORGANIZATION shall provide at its own expense proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.
 - a. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
 - Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
 - This insurance coverage shall include coverage for bodily injury and property damage

- d. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- e. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the ORGANIZATION.
- Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.
- 10.3 All policies of insurance shall meet the requirements of JEDCO prior to the commencing of any work. JEDCO has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to JEDCO as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to JEDCO, ORGANIZATION shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above.
- 10.4 Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of JEDCO, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.
- 11. Consequential Damages. With respect to the remedies available under this Agreement, neither party shall be responsible to the other party for any resulting indirect, incidental, consequential, exemplary, punitive or special damages, including, without limitation, loss of profits or revenues, loss of use of facilities, cost of capital, cost of substitute service or downtime, except as otherwise provided in this Agreement, whether or not the other party was made aware of such damages or such possibility.
- 12.0 Reports ORGANIZATION will provide quarterly activity reports to JEDCO, copying the Jefferson Parish Council and Jefferson Parish President's Office, reporting on progress made under the deliverables as described in Exhibit A. Additionally, GNO, Inc. will provide an annual presentation reporting on progress to the JEDCO Board of Commissioners, the date of which presentation will be coordinated with JEDCO.
- 13.0 Cost and Collection Records JEDCO shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement.
- 13.1 ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by JEDCO, and copies thereof shall be furnished if requested.
- 14.0 Notice All notices and correspondence required to be sent shall be by U.S. Certified Mail Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

JEDCO:

Jerry Bologna

President and Chief Executive Officer

JEDCO

700 Churchill Parkway Avondafe, LA 70094 Phone No.: (504) 875-3908

ORGANIZATION:

Michael Hecht

President and Chief Executive Officer

365 Canal Street, Suite 2300 New Orleans, LA 70130 Phone No.: (504) 527-6900

EXHIBIT B

- 15.0 Assignment This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of JEDCO.
- 16.0 Legal Compliance JEDCO and the ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.
- 17.0 Employment of Parish Personnel ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of Jefferson Parish Economic Development and Port District.
- 18.0 Covenant against Contingent Fees The ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the ORGANIZATION any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, JEDCO shall have the right to annul this Agreement without liability or, in JEDCO's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 19.0 Discrimination Clause The ORGANIZATION agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
- 20.0 Annual Appropriation In the event funds are not budgeted or appropriated by Jefferson Parish to JEDCO in any fiscal year for payments due under this Agreement, this Agreement shall impose no obligation on JEDCO as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the ORGANIZATION, its successors or assigns for any further payments.
- 21.0 Jurisdiction This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State without regard to conflict of law provisions thereof. The ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for JEDCO of Jefferson, State of Louisiana.
- 22.0 Severability If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.
- 23.0 Entire Agreement This Agreement constitutes the entire Agreement between JEDCO and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both JEDCO through its President & CEO and ORGANIZATION by its

authorized representative.

24.0 - Waiver - No delay on the part of a party in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by a party of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy.

25.0 - Inspector General - It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to this chapter. Every parish contract and every bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.

26.0 - Counterparts - This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this AGREEMENT transmitted by facsimile, email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this AGREEMENT shall have the same effect as the physical delivery of the paper document bearing original signature.

WITNESSES:

JEDCO

Signature:

Print Name

Jerry Bologna

President and Chief Executive Officer

JEDCO

WITNESSES:

Print Name: DAWN HICKEY

Signature

President and Chief Executive Officer

Greater New Orleans. Inc.

EXHIBIT B

EXHIBIT A: Deliverables

Business Development:

- GNO, Inc. will proactively market Jefferson Parish to national site selectors, corporate location advisors, and to companies seeking to locate operations in the Greater New Orleans region. Attraction efforts will focus on target sectors for GNO, Inc. and the Jefferson EDGE, as well as on major Jefferson Parish assets such as Avondale Shipyard, Churchill Technology & Business Park, Louis Armstrong New Orleans International Airport, Fat City, Gretna, and other strategic assets as determined by JEDCO.
 - a. GNO, Inc. will be proactively engaged with lead development strategies identifying prospective companies that are a fit for Jefferson Parish. All relevant business development leads will be shared with JEDCO, and GNO, Inc. will work closely with JEDCO to market Jefferson opportunities to prospects.
 - GNO, Inc. will collaborate with JEDCO to organize a site selector familiarization tour of Jefferson Parish sites and assets.
- GNO, Inc. will notify JEDCO of all business retention and expansion endeavors in Jefferson Parish, and will make every effort to include JEDCO in these meetings.
- GNO, Inc. will work closely with LED site certification team to identify potential sites in Jefferson Parish for certification and assist with the certification process.
- 4) GNO, Inc. will collaborate with JEDCO on promoting Jefferson Parish's approved Opportunity Zones in order to capture investment and increase redevelopment opportunities, including but not limited to organizing at least one tour of a Jefferson Parish Opportunity Zone project for investors and brokers, in partnership with JEDCO.

Business Environment:

- 5) GNO, Inc. will provide legislative lobbying, research, and advocacy activities on mutually defined projects and initiatives that benefit economic development in Jefferson Parish and the Greater New Orleans region, including but not limited to advocacy regarding the National Flood Insurance Program.
- GNO, Inc. will collaborate with JEDCO on the development and execution of two events related to major Jefferson EDGE action items, to be mutually agreed upon by JEDCO and GNO, Inc.
- 7) GNO, Inc. will work with JEDCO on the implementation of Jefferson Transit's Strategic Plan and action items from the Regional Planning Commission's Comprehensive Operations Analysis and RTA's Strategic Mobility Plan that seek to increase ridership and promote transportation options and workforce mobility in Jefferson Parish. GNO, Inc. will research and identify possible funding sources to address JeT's estimated funding gaps as identified in the JeT Strategic Plan, and provide recommendations on how to obtain those funding sources.
- GNO, Inc. will provide research through EMSI and economic impact analyses through IMPLAN upon request from JEDCO and Jefferson Parish.

Marketing:

- 9) GNO, Inc. will continue to develop new marketing campaigns highlighting the Greater New Orleans region and Jefferson Parish through print, radio, television, and social media. Means to achieve these earned media goals will include press releases for major wins, press events, when appropriate and impactful; editorials and op-ed pieces; regular scheduled appearances on local TV and radio; media tours to major external markets.
- 10) GNO, Inc. will work with JEDCO to develop alignment around a coordinated brand for the region's medical infrastructure, as specified in the Jefferson EDGE 2020 economic development strategic plan. GNO, Inc. will align strategies around marketing efforts to ensure clear and integrated messaging around promoting Jefferson Parish to the business community at large and within other key growth industry clusters.
- GNO, Inc. will, in collaboration with JEDCO, work with Jefferson Parish companies to drive curriculum change at regional universities and technical colleges through its GNOu initiative.
- 12) GNO, Inc. Human Capital Manager will offer quality of life tours, job placement and other talent needs to existing and prospective Jefferson Parish companies.

EXHIBIT B

 GNO, Inc. will update Destination GNO's Jefferson Parish features and community information with input from JEDCO.

Other:

- 14) GNO, Inc. will support JEDCO and Jefferson Parish in all other areas as needed in order to create jobs and wealth in Jefferson Parish and promote Jefferson in general.
- 15) GNO, Inc. will provide support to JEDCO on the implementation of the Jefferson Parish Housing Stock Enhancement Strategic Plan as requested by JEDCO.
- 16) GNO, Inc. will provide quarterly activity reports to JEDCO, Jefferson Parish Council and Jefferson Parish President reporting on progress made under these deliverables. Additionally, GNO, Inc. will provide an annual presentation reporting on progress to the JEDCO Board of Commissioners (date of presentation to be coordinated with JEDCO)

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT BETWEEN JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT AND GREATER NEW ORLEANS, INC.

THIS AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT (hereinafter "Amendment") is made and entered into on this day of ________, 2020, by and between Jefferson Parish Economic Development and Port District (hereinafter "JEDCO"), represented by its President and Chief Executive Officer Jerry Bologna and duly authorized to act by JEDCO's Board of Commissioners pursuant to JEDCO Resolution adopted on February 20, 2020, and Greater New Orleans, Inc., Federal ID No. 720272090 (hereinafter "ORGANIZATION"), represented by Michael Hecht, its President and Chief Executive Officer, to-wit:

WHEREAS, JEDCO and ORGANIZATION entered into a Cooperative Endeavor Agreement (hereinafter "Agreement") on March 20, 2019, attached hereto as Exhibit "B", through which JEDCO oversees the delivery of several economic development and related deliverables by the ORGANIZATION for the benefit of the Parish of Jefferson; and

WHEREAS, the Agreement was supported and funded through an Intergovernmental Agreement ("IGA") between JEDCO and the Parish of Jefferson, originally executed on March 18, 2019; and

WHEREAS, both the Agreement and the IGA expire on the year anniversary of the effective date of the agreements, unless renewed prior to the year anniversary; and

WHEREAS, JEDCO has received guidance from the Jefferson Parish Council that the Council intends to extend the IGA for an additional one-year term; and

WHEREAS, JEDCO and the ORGANIZATION desire to cooperate in the implementation of the Agreement and this Amendment No. 1 to the Agreement as hereinafter provided;

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

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

WHEREAS, the deliverables and funding provided for in this Amendment are contingent upon the allocation of funds for such purposes to JEDCO by the Parish of Jefferson through an approved Intergovernmental Agreement.

NOW, THEREFORE, JEDCO and ORGANIZATION hereby agree as follows:

SECTION 1. That in accordance with Paragraph 4.0 ("Term of Agreement") of the Agreement, the term of the Agreement is hereby extended by one (1) year.

SECTION 2. That Paragraph 3.0 ("Payment") is hereby amended to read as follows:

3.0 - Payment - In consideration of the services described above, JEDCO hereby agrees to pay the ORGANIZATION a maximum fee of Ninety Thousand Dollars (\$90,000.00) annually, to be made in two equal installments of Forty-Five Thousand Dollars (\$45,000.00) each year. Every six months, ORGANIZATION will submit to JEDCO accurate invoices for completed work. Payment will be processed following approval of an invoice. Payment is contingent on the allocation of funds by the Parish of Jefferson to JEDCO as authorized by an Intergovernmental Agreement approved by Jefferson Parish Council Resolution No. 133171.

SECTION 3. That Paragraph 14.0 ("Notice") of the Agreement is hereby amended to read as follows:

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

JEDCO:

Jerry Bologna

President and Chief Executive Officer

700 Churchill Parkway Avondale, LA 70094

ORGANIZATION: Michael Hecht

President and Chief Executive Officer

Greater New Orleans, Inc. 1100 Poydras Street, Suite 3475 New Orleans, LA 70163

SECTION 4. That "Exhibit A: Deliverables" of the Agreement is hereby amended by deleting the text in its entirety and replacing it with the document entitled "Exhibit A: Deliverables," which is attached to this Amendment as Exhibit A.

SECTION 5. That notwithstanding any provision of this Amendment or of the Agreement to the contrary, the provision of funding for the deliverables specified in this Amendment is

EXHIBIT C

contingent upon the allocation of funds for such purposes to JEDCO from the Parish of Jefferson through an approved Intergovernmental Agreement. ORGANIZATION shall not commence work on the services/deliverables specified in Exhibit A of this Amendment prior to receiving a written notice to proceed from JEDCO.

SECTION 6. That all other terms and conditions of the Agreement will remain unchanged and in full force and effect except as amended herein.

SECTION 7. That this Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this Amendment transmitted by facsimile, email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Amendment shall have the same effect as the physical delivery of the paper document bearing original signature.

EXHIBIT C

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREMENT BETWEEN JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT AND GREATER NEW ORLEANS, INC.

WITNESSES:

Print Name:

Print Name:

JEDCO

Jerry Bologna

President and Chief Executive Officer

WITNESSES:

Print Name: Sara B

Signature:

Greater New Onleans, Inc.

President and Chief Executive Officer

EXHIBIT A: Deliverables

Business Development:

- ONO, Inc. will proactively market Jefferson Parish to national site selectors, corporate location advisors, and to companies seeking to locate operations in the Greater New Orleans region. Attraction efforts will focus on target sectors for GNO, Inc. and the Jefferson EDGE, as well as on major Jefferson Parish assets such as Avondale Shipyard, Churchill Technology & Business Park, Louis Armstrong New Orleans International Airport, Fat City, Gretna, and other strategic assets as determined by JEDCO.
 - a. GNO, Inc. will be proactively engaged with lead development strategies identifying prospective companies that are a fit for Jefferson Parish. All relevant business development leads will be shared with JEDCO, and GNO, Inc. will work closely with JEDCO to market Jefferson opportunities to prospects.
 - GNO, Inc. will provide JEDCO with an outreach opportunity to site selectors during GNO, Inc.'s 2020 site familiarization tour.
- 2) GNO, Inc. will notify JEDCO of all business retention and expansion endeavors in Jefferson Parish, and will make every effort to include JEDCO in these meetings.
- 3) GNO, Inc. will work closely with LED site certification team to identify potential sites in Jefferson Parish for certification and assist with the certification process.
- 4) GNO, Inc. will collaborate with JEDCO on promoting Jefferson Parish's approved Opportunity Zones in order to capture investment and increase redevelopment opportunities, including but not limited to organizing at least one tour of a Jefferson Parish Opportunity Zone project for investors and brokers, in partnership with JEDCO.

Business Environment:

- 5) GNO, Inc. will provide legislative lobbying, research, and advocacy activities on mutually defined projects and initiatives that benefit economic development in Jefferson Parish and the Greater New Orleans region, including but not limited to advocacy regarding the National Flood Insurance Program.
- 6) GNO, Inc. will participate as a stakeholder in the development of The Jefferson EDGE 2025 economic development strategic plan. As requested by JEDCO, Michael Hecht will meet with the consultant team to discuss regional economic development issues and priorities, and offer guidance on the EDGE's recommendations.
- 7) GNO, Inc. will work with JEDCO on the implementation of Jefferson Transit's Strategic Plan and action items from the Regional Planning Commission's Comprehensive Operations Analysis and RTA's Strategic Mobility Plan that seek to increase ridership and promote transportation options and workforce mobility in Jefferson Parish.
- 8) GNO, Inc. will provide research through EMSI and economic impact analyses through IMPLAN upon request from JEDCO and Jefferson Parish.

EXHIBIT A: Deliverables (continued)

Marketing:

- 9) GNO, Inc. will continue to develop new marketing campaigns highlighting the Greater New Orleans region and Jefferson Parish through print, radio, television, and social media. Means to achieve these earned media goals will include press releases for major wins, press events, when appropriate and impactful; editorials and op-ed pieces; regular scheduled appearances on local TV and radio; media tours to major external markets.
- 10) GNO, Inc. will support JEDCO's efforts to promote JEDCO events, initiatives, projects and economic development wins through social media, press releases and other platforms as necessary.
- 11) GNO, Inc. will work with JEDCO to develop alignment around a coordinated brand for the region's medical infrastructure, as specified in the Jefferson EDGE 2020 economic development strategic plan. GNO, Inc. will align strategies around marketing efforts to ensure clear and integrated messaging around promoting Jefferson Parish to the business community at large and within other key growth industry clusters.
- 12) GNO, Inc. will, in collaboration with JEDCO, work with Jefferson Parish companies to drive curriculum change at regional universities and technical colleges through its GNOu initiative.
- 13) GNO, Inc. Human Capital Manager will offer quality of life tours, job placement and other talent needs to existing and prospective Jefferson Parish companies.
- 14) GNO, Inc. will update Destination GNO's Jefferson Parish features and community information with input from JEDCO.

Other:

- 15) GNO, Inc. will support JEDCO and Jefferson Parish in all other areas as needed in order to create jobs and wealth in Jefferson Parish and promote Jefferson in general.
- 16) GNO, Inc. will provide support to JEDCO on the implementation of the Jefferson Parish Housing Stock Enhancement Strategic Plan as requested by JEDCO.
- 17) GNO, Inc. will provide quarterly activity reports to JEDCO on the 30th day (or next business day) of the month following the completed quarter, the Jefferson Parish Council and Jefferson Parish President reporting on progress made under these deliverables. Additionally, GNO, Inc. will provide an annual presentation reporting on progress to the JEDCO Board of Commissioners (date of presentation to be coordinated with JEDCO).



MEMORANDUM

September 24, 2020 Date:

To: JEDCO Executive Committee

From: Gerald Bologna, President and CEO via

Scott Rojas, Director of Facilities and Information Technologies

Subject: Approval of three-year service agreement with R.B. Services of Louisiana

Purpose:

The purpose of this memorandum is to request that the JEDCO Executive Committee approve a three-year service agreement with R. B. Services of Louisiana from October 1, 2020 to September 30, 2023. This agreement requires R.B. Services of Louisiana to furnish all necessary labor, supervision, materials and equipment to satisfactorily perform janitorial maintenance and services to maintain JEDCO's Administrative Offices, Business Innovation Center and the JEDCO Conference Center.

Background:

R.B. Services of Louisiana has provided janitorial services in the past for JEDCO's Administrative Offices, Business Innovation Center and the JEDCO Conference Center from August 1, 2011 until September 30, 2017, at which point they were outbid. The original contract awarded to R.B. Services was secured through a competitive bid process where the firm was identified by JEDCO as the lowest overall bidder for the requested services and performed contracted services to JEDCO's expectations. On August 3rd, JEDCO issued a Request for Proposal in accordance with Louisiana State Uniform Purchasing Guidelines where R.B. Services of Louisiana was identified as the lowest responsive firm.

Request:

It is requested that the JEDCO Executive Committee approve the three-year service agreement between JEDCO and R.B. Services of Louisiana to perform janitorial maintenance and services to maintain JEDCO's Administrative Offices, Business Innovation Center and the JEDCO Conference Center.

RESOLUTION

| On motion of Resolution was offered | | conded by | , the following | | |
|---|--|---|--|--|--|
| Louisiana and JEDCO to maintain JEDCO Conference | CO to provide janits Administrative Co Conter; and, auth CO President and (| orial services, mail Offices, Business In norizing either the (| veen R.B. Services of ntenance and equipment novation Center and the Chairman of the JEDCO reement and all related | | |
| WHEREAS, the Jeffer owns and maintains the | | | Port District (JEDCO) Conference Center; and, | | |
| WHEREAS, R.B. Serv necessary labor, super maintenance and serv | rvision, materials ar | | irm that will furnish all sfactorily perform janitorial | | |
| WHEREAS, R.B. Services of Louisiana has been identified by an RFP process as the most qualified firm to provide janitorial services to JEDCO at the lowest overall price for the requested services; | | | | | |
| Now therefore, the Je (JEDCO) hereby reso | | onomic Developme | ent and Port District | | |
| Louisiana at a total pri | ce not to exceed \$1 ntain JEDCO's Adm | 45,000.00 for janito | nent with R.B. Services of rial services, maintenance usiness Innovation Center | | |
| | or its President and | | hereby authorizes either e contract and any and all | | |
| The foregoing resolution having been submitted to a vote, the vote hereon was as follows: | | | | | |
| YEAS: | NAYS: | ABS | ENT: | | |
| The resolution was declared to be adopted on this 24th day of September, 2020. | | | | | |
| | | Attested to by: | | | |
| | | Larry Katz, JEDC | O Secretary | | |

SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 24 day of September, 2020, by and between the Jefferson Parish Economic Development and Port District herein represented by its President and CEO, Gerald Bologna, (hereinafter referred to as "JEDCO"), and RB Services of Louisiana, a Louisiana business corporation, represented herein by Pamela LaBiche, its duly authorized Owner (hereinafter referred to as the FIRM). JEDCO and FIRM may be referred to herein as "Party", individually, and "Parties", collectively.

I. Administration of Contract

All work shall be under the direction of JEDCO's President and CEO, hereinafter called the DIRECTOR, and all related activities and materials shall be submitted to JEDCO's Director of Facilities and Information Technologies, and all approvals and administration of this Agreement shall be through said Director.

II. Scope of Services/Deliverables

The selected FIRM will be required to furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily perform janitorial services at JEDCO's Administrative Office and Business Innovation Center. During the term of this agreement, FIRM shall provide services as documented in Exhibit A attached hereto and made a part hereof.

If JEDCO desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and JEDCO and the FIRM shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The FIRM will be given time extensions for delays beyond their control or for those caused by tardy approvals of work by JEDCO, but no additional compensation shall be allowed for such delays.

III. Records, Accounts and Reports

- 5.1 <u>Books and Records</u>. FIRM shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles in a form and method acceptable to JEDCO. FIRM shall permit JEDCO and JEDCO's agents from time-to-time to inspect copy and audit during FIRM'S normal business office hours the books and records pertaining to the services provided under this agreement. Any audit or inspection shall be by written notice from JEDCO to FIRM. JEDCO's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of JEDCO.
- 5.2 <u>Periodic and/or Annual Reports</u>. At any time, JEDCO may request that the FIRM, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles. The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

IV. Personnel

6.1 <u>Employees</u>. FIRM shall employ and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this

agreement. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

- 6.2 <u>Appropriate Personnel</u>. FIRM shall provide only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with JEDCO's employee policy. If JEDCO determines that any employee of the FIRM is unsatisfactory in any material respect, JEDCO may request FIRM to exclude the employee or employees from work under this contract.
- 6.3 <u>Non-Discrimination</u>. FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin.

V. Assignment

Neither JEDCO nor the FIRM shall assign, sell, transfer or otherwise convey any interest in this agreement, including any monies due or to become due to the FIRM under the contract, without the prior written consent of the other, nor without the consent of the surety unless the surety has waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this agreement.

VI. Use of Subcontractors

If the Firm intends to use the services of a subcontractor to provide expertise in economic development assessment/marketing, research and polling, etc. to meet the goals, objectives and strategies for each deliverable, the Firm shall:

- (a.) Not engage the services of any additional subcontractor without the prior written approval of JEDCO.
- (b.) Furthermore, the FIRM shall not substitute any subcontractor(s) without the written approval of JEDCO.

VII. Termination or Suspension

JEDCO may terminate this contract for cause based upon the failure of the FIRM to comply with the terms and/or conditions of the contract; provided that JEDCO shall give the FIRM written notice specifying the FIRM's failure. If within ten (10) days after receipt of such notice, the FIRM shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the FIRM in default and the contract shall terminate on the date specified in such notice. The FIRM may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the FIRM shall give JEDCO written notice specifying JEDCO's failure.

JEDCO may terminate this contract at any time by giving thirty (30) days written notice to the FIRM. After notice is given, the FIRM is entitled to payment for the deliverables in progress only up to the date notice is given.

VIII. Notice

Any communications to be given hereunder concerning this Professional Service Agreement by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Pamela LaBiche RB Services of Louisiana Post Office Box 796 Marrero, LA 70073-5122 Gerald Bologna President and CEO JEDCO 700 Churchill Parkway Avondale, LA 70094

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

IX. Independent Contractor

While in the performance of services or carrying out the obligations under this agreement, FIRM shall be acting in the capacity of independent contractor and not as employee of JEDCO, and not as partner of, or joint venturer of JEDCO. JEDCO shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this agreement.

The parties hereto acknowledge and agree that JEDCO shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax (FICA);
- (c) pay federal or state unemployment taxes for the account of FIRM; or
- (d) pay workman's compensation insurance premiums for coverage for FIRM.

FIRM agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

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

X. Insurance

FIRM shall secure and maintain at its expense such insurance that will protect it, JEDCO and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to JEDCO and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to

JEDCO, in writing, on all of the required coverage provided to JEDCO. JEDCO may examine the policies at any time and without notice.

- A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE FIRM SHALL CONTAIN THE FOLLOWING CLAUSES:
 - 1. FIRM insurers will have no right of recovery or subrogation against JEDCO, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 - 2. JEDCO shall be named as additional insured as regards to general liability with respect to negligence by FIRM.
 - The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums or for assessments under any form of policy.
 - 4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.
- B. Prior to the execution of this agreement FIRM, shall provide at its own expense, proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.
 - 1. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.

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

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

XI. General

FIRM shall indemnify and hold harmless JEDCO against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this AGREEMENT.

Further, FIRM hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any loss, damage,

injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions of this section.

FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, JEDCO shall have the right to annul this contract without liability.

FIRM agrees to exercise its best judgment in the preparation and placing of all advertising and publicity for JEDCO with a view to avoiding any claims, proceedings or suits being made or instituted against you or ourselves. It is agreed, however, that JEDCO will indemnify the FIRM against any loss we may incur as the result of any claim, suit or proceeding made or brought against the Firm based upon any advertising or publicity which FIRM prepared for JEDCO based upon:

- Assertions made for any of JEDCO's products or services, or any of the products or services of any of JEDCO's competitors in any advertising or publicity which FIRM prepares for JEDCO based on information JEDCO provides FIRM and which JEDCO approves in writing before its publication or broadcast unless due to FIRM's negligence; and/or
- 2. Any advertising element which is furnished by JEDCO to FIRM and which allegedly violates the personal or property rights of anyone.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of JEDCO, which shall not be unreasonably withheld, conditioned, or delayed.

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

This agreement represents the entire Agreement between JEDCO and FIRM. This Agreement may only be amended in writing by authority of JEDCO and a Jefferson Parish Council Resolution, and must be signed by both JEDCO and FIRM. Should there be any conflict among contract documents, the RFP and the FIRM'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) the contract document;
- 2) Firm's written proposal

This agreement is executed in 4 originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

| WITNESSES: | JEDCO |
|------------|--------------------------------------|
| | BY: Gerald Bologna President and CEO |
| WITNESSES: | RB Services of Louisiana |
| | BY: Pam LaBiche Owner |

PROFESSIONAL SERVICES AGREEMENT - EXHIBIT A

GENERAL JANITORIAL SERVICES SPECIFICATIONS

PART II - SCOPE OF WORK/SERVICES

The Jefferson Parish Economic Development Commission (JEDCO) will finish a log book for the purposes of relaying concerns received throughout the day to the selected contractor. This log book will be kept at the reception desk and be available to the contractor's review prior to each cleaning.

JEDCO Complex - Core Service

JEDCO's Administrative Offices, Finance Building and Business Innovation Center common areas are to be serviced Monday, Wednesday and Friday and should include all of the following at each cleaning:

- 1. All exterior building entrances and plaza shall be cleaned and swept as needed.
- 2. All interior and exterior trash receptacles shall be emptied and trash removed to the dumpster located in the south of the employee parking area. Install new trash liners provided by the contractor.
- 3. All floor mats and floors under mats cleaned.
- 4. Clean water fountains with a germicidal detergent and polished after cleaning.
- 5. Clean and polish stainless steel in and around elevators. Clean all floors, walls, etc. inside elevators.
- 6. All entrance doors and windows shall be totally cleaned inside and outside with a soft, clean, lint-free cloth, with glass cleaner.
- 7. All other interior glass windows shall be spot cleaned as necessary.
- 8. All tile and hard surfaces floors must be swept, dust mopped with treated mop, and damp mopped.
- 9. Vacuum all carpet nightly and spot clean stains as needed.
- 10. All exterior building entrances and plaza shall be cleaned and swept as needed.
- 11. Paper and trash removed from all hallways and public spaces.
- 12. Kitchens (two kitchen areas and one coffee bar):
 - a) Damp wipe tables tops, countertops and seats in all kitchen areas.
 - b) Empty trash receptacles and install new trash liners provided by the contractor. Wipe with germicidal disinfectant cleaner, if needed.
 - c) Scour and disinfect all basins, bowls and fixtures.
- 13. Restrooms (three sets of restrooms):
 - a) Restroom receptacles shall be filled in all bathrooms with soap, paper towels and toilet paper provided by the contractor.
 - b) Empty trash receptacles and install new trash liners provided by the contractor. Wipe with germicidal disinfectant cleaner, if needed.
 - c) Clean and polish mirrors.
 - d) Toilets and urinals shall be cleaned and disinfected inside and outside. Polish all bright work.
 - e) Toilet seats shall be cleaned and disinfected on both sides.
 - f) Wet mop and rinse restroom floors with disinfectant.
 - g) All walls and partitions shall be cleaned to remove spots and splashes.
 - h) Scour and disinfect all basins, bowls and fixtures.
 - i) Empty sanitary napkin receptacles and damp wipe with disinfectant, install paper liners provided by the contractor.

Weekly Services:

1. Dust all surfaces of desks, file cabinets, furniture, chairs, tables pictures (and frames), window sills and ledges with a damp cloth.

Monthly Services:

- 1. Dust above hand height, including but not limited to vents, fixtures, cabinets, vending machines, door frames, shelves, pictures (and frames), etc.
- 2. Remove finger prints and marks from lights switches, door frames and areas around door handles.
- 3. Vacuum all upholstered furniture.
- 4. All walls, doors, frames and baseboards shall be cleaned as needed.
- 5. Interior and exterior trash receptacles shall be washed as needed.
- 6. All interior windows and glass doors shall be totally cleaned with a soft, clean, lint-free cloth, with glass cleaner.
- 7. Exterior stairways shall be swept and dusted for cob webs.
- 8. Exterior handrails shall be cleaned as needed.

Quarterly Services:

1. All A/C vents, ductwork, diffusers (supply, exhaust and return) and light fixtures shall be cleaned (dusted and free of bugs) every quarter.

Additional JEDCO Complex Services Requested:

Optional Service #1

Limited Tuesday and Thursday services for JEDCO's Administrative Offices, Finance Building and Business Innovation Center common areas to include only the following:

- 1. All interior and exterior trash receptacles shall be emptied and trash removed to the dumpster located in the south of the employee parking area. Install new trash liners provided by the contractor.
- 2. Restrooms (three sets of restrooms):
 - a. Restroom receptacles shall be filled in all bathrooms with soap, paper towels and toilet paper provided by the contractor.
 - b. Empty trash receptacles and install new trash liner provided by the contractor. Wipe with germicidal disinfectant cleaner, if needed.
 - c. Clean and polish mirrors.
 - d. Empty sanitary napkin receptacles and damp wipe with disinfectant, install paper liners provided by the contractor.
- 3. All trash receptacles shall be emptied and trash removed to the dumpster located in the south of the employee parking area. Install new trash liners provided by the contractor.

Optional Service #2:

Wash all interior and exterior windows of the JEDCO Complex to remove dirt and residue for glass and window frames.

Optional Service #3:

Pressure wash all exterior surfaces of the JEDCO Complex to remove dirt, residue, insects, etc.

Additional JEDCO Conference Center Services Requested:

Optional Service #4:

JEDCO Conference Center common areas are to be serviced by request and priced per cleaning as use of this facility is irregular. JEDCO will supply all trash liners and paper products for the conference center. Service should include all of the following at each cleaning:

- 1. All exterior building entrances shall be cleaned and swept as needed.
- 2. All interior and exterior trash receptacles shall be emptied and trash removed to the dumpster located in the service entrance. Install new trash liners provided by the contractor.
- 3. All floor mats and floors under mats cleaned.
- 4. Clean water fountains with a germicidal detergent and polished after cleaning.
- 5. All entrance doors and windows shall be totally cleaned inside and outside with a soft, clean, lint-free cloth, with glass cleaner.
- 6. All other interior glass windows shall be spot cleaned as necessary.
- 7. All tile and hard surfaces floors must be swept, dust mopped with treated mop, and damp mopped.
- 8. Vacuum all carpet and spot clean stains as needed.
- 9. Paper and trash removed from all hallways and public spaces.
- 10. Kitchen:
 - a) Damp wipe tables tops, countertops and seats in all kitchen areas.
 - b) Empty trash receptacles and install new trash liners provided by the contractor. Wipe with germicidal disinfectant cleaner, if needed.
 - c) Scour and disinfect all basins and fixtures.
- 11. Restrooms (three sets of restrooms):
 - a) Restroom receptacles shall be filled in all bathrooms with soap, paper towels and toilet paper provided by JEDCO.
 - b) Empty trash receptacles and install new trash liners provided by the contractor. Wipe with germicidal disinfectant cleaner, if needed.
 - c) Clean and polish mirrors.
 - d) Toilets and urinals shall be cleaned and disinfected inside and outside. Polish all bright work.
 - e) Toilet seats shall be cleaned and disinfected on both sides.
 - f) Wet mop and rinse restroom floors with disinfectant.
 - g) All walls and partitions shall be cleaned to remove spots and splashes.
 - h) Scour and disinfect all basins, bowls and fixtures.
 - i) Empty sanitary napkin receptacles and damp wipe with disinfectant, install paper liners provided by the JEDCO.

Additionally, contractor should be equipped with a beeper or cellular phone and be available in the event of an emergency for callouts.

Optional Service #5:

Clean all interior and exterior windows of the JEDCO Conference Center to remove dirt and residue for glass and window frames.

Optional Service #6:

Pressure wash all exterior surfaces of the JEDCO Conference Center to remove dirt, residue, insects, etc.

Provide janitorial staff as needed to clean and maintain the JEDCO Conference Center for events under direction of the JEDCO staff on an hourly basis.

Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) October 1, 2020 and shall terminate on September 30, 2023.

Price Schedule

Proposer shall provide a price schedule for all requested items. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

Location

The location the service is to be performed is 700 Churchill Parkway, Avondale, LA 70094.

Pricing for RFP must be written on sheet below.

| Item Number | Quantity | U/M | Description of Article | Unit Price Quoted | Total |
|----------------|----------|------|--|----------------------|---------|
| 01 | 12 | MO | 0010 JEDCO Complex – Core Services Location: JEDCO Complex (Price Monthly) | 1900.00 | 22800.∞ |
| 02 | 12 | МО | 0020 Optional Service #1 – Limited Tuesday/Thursday Service Location: JEDCO Complex (Price Monthly) | 400.00 | 4800.00 |
| 03 | 1 | EACH | 0030 Optional Service #2 – Window Cleaning Location: JEDCO Complex (Price Per Cleaning) | 450.00 | |
| 04 | 1 | EACH | 0040 Optional Service #3 – Pressure Washing Location: JEDCO Complex (Price Per Cleaning) | 800.00 | |
| 05 | 1 | EACH | 0050 Optional Service #4 – General Cleaning Location: JEDCO Conference Center (Price Per Cleaning) | 125.00 | |
| 06 | 1 | EACH | 0060 Optional Service #5 – Window Cleaning Location: JEDCO Conference Center (Price Per Cleaning) | 450.00 | |
| 07 | 1 | EACH | 0070 Optional Service #6 – Pressure Washing Location: JEDCO Conference Center (Price Per Cleaning) | 600.00 | |
| 08 | 1 | HOUR | 0080 Optional Service #7 – Janitorial Staffing Location: JEDCO Conference Center (Price Per Hour) | 60.00 | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2019

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

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

| PRODUCER | CONTACT Matthew D de Blanc | |
|--------------------------------|--|--------|
| Continental Insurance Services | PHONE (A/C, No. Ext): 504-340-0366 FAX (A/C, No): 504-34 | 1-5872 |
| 2380 Barataria Blvd | E-MAIL ADDRESS: matt@contins.com | |
| Marrero, LA 70072 | PRODUCER CUSTOMER ID #: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# |
| INSURED | INSURER A: Ohio Security | |
| R.B. Services of LA, LLC | INSURER B: Ohio Security | |
| 940 Jung Blvd | INSURER C : LUBA | |
| Marrero, LA 70072 | INSURER D: | |
| | INSURER E : | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| | XCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | |
|-------------|---|-----|------|---------------|----------------------------|----------------------------|---|--|
| INSR LTR | NSR LTR TYPE OF INSURANCE | | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | 'S |
| A | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | Y | Y | BKS 58404531 | 11/16/2019 | 11/16/2020 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Fa occurrence) | \$1,000,000. \$1,000,000 \$15,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | · | | MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$ 1,000,000. \$ 2,000,000. \$ 2,000,000 |
| В | X POLICY PRO- AUTOMOBILE LIABILITY ANY AUTO | Υ | | BAS 58404531 | 11/16/2019 | 11/16/2020 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) | \$ 1,000,000. |
| | X SCHEDULED AUTOS HIRED AUTOS | | | | | | BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | |
| | NON-OWNED AUTOS | | | | | | | \$ |
| | EXCESS LIAB CLAIMS-MADE DEDUCTIBLE | | | | | | EACH OCCURRENCE AGGREGATE | \$ \$ |
| С | RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Υ | 028-5158-19 | 01/01/2019 | 01/01/2020 | X WC STATU- OTH- TORY I IMITS FR E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT | |
| | | | | | | | | |

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

JANITORIAL SERVICES/STATE OF LOUISIANA/LOUISIANA EMPLOYEES ONLY

CGL Policy includes blanket Additional Insured and Waiver endorsement when required by written contract.

| OLIVII IOMA I I I I I I I I I I I I I I I I I I I | OANGELLATION | | |
|---|--|--|--|
| Sample Certificate Actual, available upon request | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| , | AUTHORIZED REPRESENTATIVE MINIMA A A B A A A A A A A A A A A A A A A A | | |

CANCELLATION

© 1988-2009 ACORD CORPORATION. All rights reserved.

CERTIFICATE HOLDER

Request for Proposal

AFFIDAVIT

| STATE OF Sourian | |
|---|---|
| PARISH/COUNTY OF | Jefferson |
| BEFORE ME, the und | ersigned authority, personally came and appeared: Pamela |
| Zabiche, (Affi | ant) who after being by me duly sworn, deposed and said that |
| he/she is the fully authorized | Member of RB Services of Louis (Entity), LL |
| the party who submitted a pro | posal in response to RFP Number <u>200904</u> , to the Parish of |
| Jefferson. | |
| Affiant further said: Campaign Contribution Discl (Choose A or B, if option attachment): | osures n A is indicated please include the required |
| Choice A | Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly. |
| Choice B | there are <u>NO</u> campaign contributions made which would require disclosure under Choice A of this section. |

Page 1 of 3

Updated 05.21.2014

| Affiant further said: | | | | |
|--|--|--|--|--|
| Debt Disclosures (Choose A or B, if option A is indicated please include the required attachment): | | | | |
| Choice A | Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant. | | | |
| Choice B | There are $\underline{\mathbf{NO}}$ debts which would require disclosure under Choice A of this section. | | | |
| Affiant further said: | | | | |
| Solicitation of Campaign Co (Choose A or B, if opticattachment): | ontribution Disclosures on A is indicated please include the required | | | |
| Choice A | Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by <u>telephone or by personal contact</u> , solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list. | | | |
| Choice B Affiant further said: | there are <u>NO</u> solicitations for campaign contributions which would require disclosure under Choice A of this section. | | | |
| Subcontractor Disclosures (Choose A or B, if opticattachment): | on A is indicated please include the required | | | |
| Choice B | Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP. There are <u>NO</u> subcontractors which would require disclosure under Choice A of this section. | | | |
| | | | | |

Updated 05.21.2014

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Signature of Affiant

Printed Name of Affiant

ON THE DAY OF September, 20 20.

Notory Public

Printed Name of Notary

56144/25089

Notary/Bar Roll Number

My commission expires ____

Updated 05.21.2014



MEMORANDUM

DATE: September 17, 2020

TO: Executive Committee of the JEDCO Board of Commissioners

FROM: Jerry Bologna, President & CEO

via Annalisa Kelly, Director of Strategic Initiatives & Policy

SUBJECT: Resolution authorizing the execution of a \$20,000 contract with the Louisiana

Department of Environmental Quality for grant dollars pertaining to Brownfields

technical assistance on the West Bank of Jefferson Parish.

Background:

In recent years, JEDCO has engaged in concerted, strategic efforts to spur development and recruitment of business on the West Bank of Jefferson Parish around the Huey P. Long Bridge, from the former Avondale Shipyard to Churchill Park to Fuji Oil to US Foods and beyond. This area of the West Bank features some of the largest available tracts of land for development in the levee-protected Greater New Orleans area, along with several major 50+-acre industrial sites whose facilities, industrial infrastructure, and access to multimodal assets like the Mississippi River and rail have tremendous potential for redevelopment and reuse. In addition to the larger industrial sites, there is also an unknown number of smaller vacant Brownfield sites. Man of these properties are now located within designated Opportunity Zones, providing a key opportunity to spur renewed interest in investment and leverage additional funds to bring these sites back into commerce.

In an effort to help build an inventory and market such sites, JEDCO was invited to participate in a grant application by the Louisiana Department of Environmental Quality (LDEQ) to the EPA CERCLA 128(a) Small Technical Assistance Grant Program as a subgrantee in fall of 2019. The grant would provide JEDCO with \$20,000 to engage in Brownfield property research and outreach in two Opportunity Zones on the West Bank, encompassing industrial Mississippi River-adjacent sections of Avondale, Bridge City, Westwego, and Marrero. JEDCO submitted its letter of commitment for the grant application following the JEDCO Board of Commissioner's authorization via a resolution dated November 21, 2019.

JEDCO learned in spring of 2020 that the \$20,000 grant was awarded, with a start date of October 1, 2020, and an end date of September 15, 2021. The scope of services within the contract include:

- a) Developing an inventory of potential Brownfield sites;
- b) Facilitating community outreach;
- c) Developing marketing materials to promote developer interest in Brownfield sites; and
- d) Other activities to facilitate redevelopment of Brownfield sites as approved by LDEQ during the course of work.

The \$20,000 grant funds would support staff time of the Strategic Initiatives Department as they engage with property owners, brokers, and other partners and stakeholders to research and build an inventory of underutilized and vacant properties, and then market such properties for the recruitment of business. The work would complement the expanded marketing of Opportunity Zones parish-wide.

Recommendation:

JEDCO staff recommends that the Executive Committee of the JEDCO Board of Commissioners approve the attached resolution, which resolves the following:

- Authorizes JEDCO to enter into an intergovernmental contract with the Louisiana Department of Environmental Quality for FY2021 Brownfield Technical Assistance on the West Bank of Jefferson Parish, LA, in accordance with the terms and provisions contain within the contract attached to the resolution as Exhibit A.
- 2. Authorizes JEDCO's President & CEO to execute any and all documents required to carry out the provisions of the resolutions.

Attachments:

- JEDCO Board Resolution
- **Exhibit A to the resolution:** Intergovernmental Contract between JEDCO and the Louisiana Department of Environmental Quality, "FY2021 Brownfields Technical Assistance West Bank of Jefferson Parish, LA"

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT SEPTEMBER 24, 2020

| On motion of | | , seconded by | , the |
|--|--|---|--|
| following resolu | tion was offered: | | |
| | | RESOLUTION | |
| | Department of Environme | the execution of a \$20,000 contract with ental Quality for grant dollars pertaining t tance on the West Bank of Jefferson Paris | o Brownfields |
| participation as the Environment WHERE outreach in two Avondale, Bridg WHERE WHERE LDEQ for a sco inventory of pot developer inter approved by LD NOW, T Jefferson Parish SECTION of Environment accordance with | a subgrantee in a grant app tal Protection Agency (EPA) AS, the grant would provid Opportunity Zones on the e City, Westwego, and Mark AS, in spring of 2020 JEDCO AS, receiving the grant fun pe of work that begins Of tential Brownfield sites; faci est in Brownfield sites; a EQ during the course of work HEREFORE, BE IT RESOLV Economic Development and M.1. JEDCO is authorized to al Quality for FY2021 Brown the terms and provisions of | learned of the successful application and ads will require JEDCO to enter into an actober 1, 2020, and ends Sept. 15, 20 dilitating community outreach; developing and other activities to facilitate redevents. IED by the Executive Committee of the ad Port District that: In enter into an intergovernmental contract varied Technical Assistance on the West contain within the contract attached to the CEO is authorized to execute this cont | Environmental Quality (LDEQ) to be Grant Program; and rownfield property research and sissippi River-adjacent sections of daward of this grant; and intergovernmental contract with 121, and involves developing and marketing materials to promote dopment of Brownfield sites a Board of Commissioners of the ct with the Louisiana Department Bank of Jefferson Parish, LA, in the resolution as Exhibit A. |
| The foregoing re | esolution having been subm | nitted to a vote, the vote hereon was as for ABSENT: | ollows: |
| The reso | olution was declared to be a | adopted on this the 24 th day of Septembe | er, 2020. |
| | | Attested by: | |
| | | Larry Katz | |

JEDCO Secretary

INTERGOVERNMENTAL CONTRACT

THIS CONTRACT, made and entered into this ______ day of _______, 2020, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Jefferson Parish Economic Development Commission, 700 Church Hill Parkway, Avondale, LA 70094, Tax ID No. 72-0850276, hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as "FY2021 Brownfields Technical Assistance – West Bank of Jefferson Parish, LA" with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from October 1, 2020 through September 15, 2021. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of State Procurement. All extensions shall include the same payment terms and conditions as the base contract.

3. <u>SCOPE OF SERVICES</u>

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 1, Scope of Services, attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Department.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$20,000.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Department. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. A lump sum payment shall be made upon completion and approval of the deliverables listed in Attachment 1, Scope of Services as determined by the Project Manager.

The rates for each line in Attachment 2, Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line item and profit.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by

the Department's Office of Environmental Assessment/Remediation Division.

b. Invoicing Procedure:

- (1) The Contractor shall submit an invoice within ten (10) working days upon completion of the task outlined in Attachment 2, Schedule of Prices.
- (2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality Financial Services Division Accounts Payable P.O. Box 4303 Baton Rouge, LA 70821-4303

or submit electronically to DEQAccountsPayable@la.gov

The invoice must include:

- (a) the LaGov number;
- (b) the name and address of the Contractor; and
- (c) the total amount requested.
- (3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Scope of Services, as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. <u>OWNERSHIP OF DOCUMENTS</u>

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

10. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

11. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

12. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such

materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

13. TERMINATION FOR CAUSE

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

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

15. <u>REMEDIES FOR DEFAULT</u>

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 through 1672.4.

16. ANTIDISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as

amended by the Equal Employment Opportunity Act of 1972, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, EPA Title IV implementing regulations, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

17. COMPLIANCE WITH LAWS AND GRANT

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that a U.S. Environmental Protection Agency Grant is being used by the Department to partially fund this contract. This grant, identified as the CERCLA 128(a) Response Program grant, Assistance ID No. RP-01F64101, CFDA 66.817 State and Tribal Response Program, was awarded to the Department on July 18, 2019. The total amount of this EPA award is \$445,000.00, and the total amount obligated from the award for this project is \$20,000.00. The Department's EPA-approved indirect cost rate for this grant is 66.37%. The Contractor does not have a federally approved indirect cost rate and has elected not to include indirect costs in this contract.

The Contractor shall comply with the requirements of this grant. See Attachment 4, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

This contract is a contract between governmental agencies and shall in no way be considered a grant or sub-grant of Federal and/or State monies.

18. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be

considered cause or grounds for termination of the contract.

19. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

20. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

21. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

22. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

23. COVENANT AGAINST CONTINGENT FEES

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

24. <u>CODE OF ETHICS FOR STATE EMPLOYEES</u>

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is no conflict or violation of the Louisiana Code of Ethics.

25. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. Minimum Scope and Limits of Insurance

(1) Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$100,000 per accident / \$500,000 per disease / \$100,000 per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) <u>Commercial General Liability</u>

Commercial General Liability insurance, including Personal and Advertising Injury Liability, and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages

- (a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- (b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.
- (2) Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

- (a) All policies should be endorsed to require 30 days written notice of cancellation to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.
- (b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- (d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. <u>Acceptability of Insurers</u>

- (1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- (2) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

e. **Verification of Coverage**

- (1) Contractor shall furnish the Department with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal or insurance policy renewal thereafter.
- (2) The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: LaGov No. 2000520877

- (3) In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.
- (4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. Subcontractors

Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each

subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

g. Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

h. <u>Indemnification/Hold Harmless Agreement</u>

- (1) Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, 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, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
- (2) Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

27. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to http://smallbiz.louisianaeconomicdevelopment.com and select the appropriate program.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Scope of Services. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

28. <u>AMENDMENTS</u>

All changes to the contract price or term shall require an amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Department. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

| WITNESS: | DEPARTMENT OF ENVIRONMENTAL QUALITY: |
|----------|--|
| | |
| | Karyn Andrews |
| | Undersecretary |
| | Office of Management and Finance |
| WITNESS: | CONTRACTOR: |
| | Jefferson Parish Economic Development Commission |
| | |

ATTACHMENT 1 SCOPE OF SERVICES

FY2021 BROWNFIELDS TECHNICAL ASSISTANCE WEST BANK OF JEFFERSON PARISH, LA

1.0 GOALS AND OBJECTIVES

Louisiana Department of Environmental Quality (LDEQ / the Department) requires the services of a well-qualified contractor to provide outreach and technical assistance to the West Bank of Jefferson Parish to facilitate the redevelopment of Brownfield sites in their community.

2.0 CONTRACTOR TASKS

Task 1: Provide Technical Assistance and Outreach to the West Bank of Jefferson Parish

The Contractor will provide technical assistance to the West Bank of Jefferson Parish to facilitate redevelopment of Brownfield sites in their community including:

- Develop an inventory of potential Brownfield sites;
- Facilitate community outreach;
- Develop marketing materials to promote developer interest in Brownfield sites; and
- Other activities to facilitate redevelopment of Brownfield sites as approved by LDEQ during the course of work.

Services of the Contractor to provide technical assistance to the West Bank of Jefferson Parish will be reimbursable under this agreement.

3.0 PROJECT SCHEDULE

The schedule shall be determined jointly by the Contractor and the Department. However, all deliverables must be completed within the time frame specified in the contract.

4.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of this contract. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) Supervision of the Contractor's personnel;
- (2) Communication between the Contractor and the Department;
- (3) Contract administration:
 - (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and the Department; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (4) Scheduling meetings;
- (5) Record-keeping; and

- (6) Preparation and submission of submittals and deliverables including but not limited to the following:
 - (a) Meeting agendas and sign in sheets;
 - (b) Inventory of potential Brownfield sites in the community;
 - (c) Photographs of activities in electronic format; and
 - (d) Summary of all activities conducted under this contract.

4.1 Progress Reporting by the Contractor

The Contractor shall prepare and submit to the Department Project Manager by email a brief Monthly Progress Report describing all work completed or in progress during the preceding month and any problems encountered. The Monthly Progress Report shall be provided within two weeks after the end of each calendar month. This report shall include:

- (1) the Contractor's name, address, and the name of the Project Manager;
- (2) the Department's LaGov number and project title;
- (3) the dates of the reporting period;
- (4) the number and title of the task; and
- (5) a description of the progress made during the previous thirty (30) day period including problems experienced, requested or approved changes in personnel, and the effect of problems/ changes on the due date of deliverables or activities necessary to meet the schedule.

The Monthly Progress Report must be signed by the Contractor's Project Manager or be sent from the Contractor's Project Manager's email account. The format of this report may be determined by the Contractor, however, the Department reserves the right to require format revisions.

4.2 Deliverables

The Contractor shall prepare and submit the following written deliverables to the Department within the time specified:

- Meeting agendas and sign in sheets
- Inventory of potential Brownfield sites in the community
- Photographs of activities in electronic format
- Summary report of all activities conducted under this contract including but not limited to:
 - a. Dates of meetings, number of people in attendance, summary of the meeting and any outcomes or outputs.
 - b. Summary of how the inventory of potential Brownfield sites was generated including a discussion of community involvement.
 - c. Discussion of outcomes and outputs from the process and next steps to facilitate the redevelopment of Brownfield sites in the community.
 - d. List of people involved in the technical assistance process (name, title, organization, role in the project, email and phone number).

e. Table of any leveraged funding indicating the amount of funding, the sources, and a brief discussion of its applicability to this contract.

One (1) reproducible original of the report should be sent to the attention of the Department's Project Manager. The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

5.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under the contract, the Department shall:

- (1) Provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager); and
- (2) Provide Department materials (documents, reports, photographs, etc.) for the Contractor's work as necessary.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

6.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department's Project Manager will monitor the progress of the Contractor during the contract by:

- (1) Monitoring the Contractor's work through telephone communication, emails, meetings and review of Monthly Progress Reports;
- (2) Meeting with the Contractor as necessary to provide guidance or answer questions;
- (3) Ensuring that deliverables are submitted within the time frame of the contract; and
- (4) Reviewing, requiring correction as necessary, and approving all deliverables and submittals.

The Department's Project Manager will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

7.0 PAYMENT ITEM DESCRIPTION DETAILS

The Contractor shall be compensated for the tasks required in this Scope of Services according to the rates specified in Attachment 2, Schedule of Prices.

ATTACHMENT 2 SCHEDULE OF PRICES

"FY2021 Brownfields Technical Assistance - West Bank of Jefferson Parish, LA"

| Payment Item | Payment Unit | Total (not to exceed) |
|--|--------------|--------------------------|
| Provide technical assistance to the West Bank of Jefferson Parish to address Brownfields in their community | Lump Sum | \$20,000 |
| TOTAL PRICE | | \$20,000 |

• The rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line item and profit.



ATTACHMENT 3 FORM A

MONITORING REPORT

| Date: | | | | | | |
|---|---|--|--|--|--|--|
| Contractor: <u>Jefferson Parish Economic Development Commission</u> | | | | | | |
| Project Title: "FY2021 Bro | ownfields Technical Assistance – West Bank of Jefferson Parish, | | | | | |
| Total Contract Amount: \$_ | | | | | | |
| Invoice No.: | Invoice Amount: | | | | | |
| Reporting Period: | | | | | | |
| Total Invoiced to Date: \$ | | | | | | |
| completed to date) | Outlined by Tasks (include tasks completed or portion of task | | | | | |
| A. <u>Tasks and/or mil</u> | lestones accomplished (give dates) | | | | | |
| | | | | | | |
| | | | | | | |
| B. <u>Tasks and/or mi</u> | lestones not accomplished with explanation of assessment of: | | | | | |
| 1. Nature of prol | blems encountered: | | | | | |
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ATTACHMENT 4

REQUIREMENTS OF THE GRANT

In accordance with the EPA grant award from which this contract is partially funded, the Contractor is responsible for meeting the applicable requirements of the EPA General Terms and Conditions found at https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018 regarding this contract and all subcontracts awarded by the Contractor. Note that under the terms and conditions of this EPA grant award, the Contractor is defined by EPA as a subrecipient / subawardee and this contract is defined as a subaward.

1. <u>DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPETITION REQUIREMENTS</u>

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE's on solicitation lists and soliciting them whenever they are potential sources.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE's in the competitive process.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. If the Contractor awards subcontracts, the Contractor is required to take steps outlined above (a. e.).

The Contractor shall also maintain records documenting compliance with the six good faith efforts.

The Contractor shall not discriminate on the basis of race, color, national origin, sex, handicap, or age in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the

Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the Department.

The Contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

If a DBE subcontractor fails to complete work for the Contractor for any reason, the Contractor shall employ the six good faith efforts if soliciting a replacement subcontractor.

2. DBE PROGRAM CERTIFICATION INFORMATION

The Department wishes to encourage uncertified DBE's to seek certification. For more information refer to https://www.epa.gov/resources-small-businesses/getting-epa-dbe-certified.

3. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

As provided in the EPA General Terms and Conditions, the Contractor is required to report to the Department the total compensation of its five most highly compensated executives for the preceding completed fiscal year if:

- a. in the Contractor's preceding fiscal year, the Contractor received:
 - (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts); and
- b. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

4. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Contractor shall ensure that subcontract awards are not made to parties listed on the government-wide exclusions in the System for Award Management (SAM), "Debarment and Suspension", at: https://www.sam.gov/SAM/. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. <u>LIMITS ON FEES CHARGED BY INDIVIDUAL CONSULTANTS</u>

The Contractor shall ensure that the salary rate (excluding overhead) paid to individual consultants is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; (the Contractor will pay these in accordance with their normal travel reimbursement practices.) This restriction

is based on EPA requirements implemented at 2 CFR 1500.9(a) and the EPA General Terms and Conditions.

6. MANAGEMENT FEES

The Contractor is prohibited from charging management fees or similar charges in excess of direct costs and approved indirect cost rates, in accordance with the EPA General Terms and Conditions.

7. EQUIPMENT USE, MANAGEMENT AND DISPOSITION

The Contractor is required to comply with EPA requirements found in 2 CFR §200.313 Equipment. These regulations are found at:

http://www.ecfr.gov/cgi-bin/text-

idx?SID = d81398610bef01b29e7bc0ff5980e72b&mc = true&node = pt2.1.200&rgn = div5#sp2.1.200.a.

Equipment is defined as tangible personal property having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the non-Federal entity for financial statement purposes (see 2 CFR §200.12 Capital assets)

8. PROCUREMENT REQUIREMENTS

The Contractor is required to comply with EPA requirements found in 2 CFR 200 regarding procurement contracts, particularly §200.318 General procurement standards through §200.326 Contract provisions. These regulations are found at:

http://www.ecfr.gov/cgi-bin/text-

idx?SID=d81398610bef01b29e7bc0ff5980e72b&mc=true&node=pt2.1.200&rgn=div5#sp2.1.200.a.

9. CLEAN AIR AND CLEAN WATER ACT

Section 306 of the Clean Air Act (CAA) and Section 208 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the SAM. The Contractor is required to check in the SAM to ensure that any facilities used to perform this contract work, or any subcontract work, are not disqualified.

10. ENVIRONMENTAL AUTHORITIES

Where applicable, the Contractor is required to comply with federal environmental requirements as they relate to the specific project funded by this Contract. These environmental requirements include, but are not limited to:

- National Environmental Policy Act (NEPA)
- National Historic Preservation Act (NHPA)
- Archeological and Historic Preservation Act (AHPA)
- Farmland Protection Policy Act
- Coastal Zone Management Act
- Coastal Barriers Resources Act
- Wild and Scenic Rivers Act
- Endangered Species Act (ESA)

- Magnuson-Stevens Fisheries Conservation and Management Act
- Clean Air Conformity Act
- Safe Drinking Water Act
- Executive Order No. 12898 (1994)
- Protection of Wetlands, Executive Order No. 11990 (1973), as amended; and
- Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015).

11. CYBERSECURITY GRANT CONDITION

The Contractor shall ensure compliance with EPA cybersecurity requirements if the Contractor's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange network or EPA's Central Data Exchange. If the Contractor's connections do not go through the Environmental Information Exchange network or EPA's Central Data Exchange, the Contractor agrees to contact the EPA Region 6 Project Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Services Agreements as appropriate.

12. <u>REPORTING REQUIREMENTS</u>

a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted <u>annually</u> by the Contractor on Attachment 4, Form A. The information in the report should cover the period ending September 30th and must be submitted within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality Financial Services Division Attn: Contracts P.O. Box 4303 Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

b. The Contractor must provide its Data Universal Numbering System (DUNS) number by completing Attachment 4, Form B, Transparency Act Reporting Information Form. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

This form should be submitted to:

Louisiana Department of Environmental Quality Financial Services Division Attn: Contracts P.O. Box 4303 Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

ATTACHMENT 4 Form A

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD EPA Financial Assistance Agreement Number:

| Procurement Made By | | 2. Business Enterprise | | | | 5. Type of | |
|---|--------------------|------------------------|---------------|----------------------------|---------------------------------|---------------------------------------|--|
| Contractor | Sub- Contractor | Minority | Women | 3. \$ Value of Procurement | 4. Date of Award MM/DD/YY | Product or Service (Enter Code) | 6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Type of produ | ct or service co | odes: | | | | | |
| | 1 = Construc | ction | | 2 = Supplies | | 3 = Services | 4 = Equipment |
| A good faith effort has been made to obtain MBE/WBE vendors Signature DATE: | | | | | | | |
| | | | | | Print Name | 3 | |
| Annua | I Reporting for: (| Oct | Sept) Year | | Contractor | | |

ATTACHMENT 4 FORM B TRANSPARENCY ACT REPORTING INFORMATION FORM

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

| Name: | Jefferson Parish Economic Development Commission |
|---|--|
| Data Universal Numbering system (DUNS) No.*: | |
| LDEQ LaGov Number: | 2000520877 |
| Street Address | 700 Church Hill Parkway |
| City, State and Zip | Avondale, LA 70094 |
| (Zip must include 4 digit extension) | |
| Federal Congressional District(s) of contractor | |
| Utility Service Area: | |

^{*}If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

| DUNS Name | | | |
|-----------|--|--|--|

<u>DUNS Registration Information:</u> http://fedgov.dnb.com/webform OR 1-866-705-5711

Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

| Street Address | |
|--|--|
| City, State and Zip | |
| (Zip must include 4 digit extension) | |
| Federal Congressional District(s) of Project | |
| Location | |

Description of the project:

to complete a Phase I Environmental Site assessment by a qualified contractor

Reliance upon Federal Assistance (please answer the below questions Yes or No):

| procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year? | |
|---|--|
| Did contractor receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year? | |
| Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986? | |



MEMORANDUM

DATE: September 17, 2020

TO: JEDCO Executive Committee

FROM: Jerry Bologna, President & CEO

via Lacey Bordelon, Vice President & COO (lgb)

SUBJECT: Approval of an unbudgeted expense not to exceed \$13,000 for an analysis of the

economic impact of the COVID-19 pandemic on the Jefferson Parish economy proposed

by Chmura

Background:

Since the COVID-19 pandemic's initial impact on the Jefferson Parish residents, businesses and overall economy, JEDCO has served as the clearinghouse for our community for information pertaining to resource programs, PPE availability by listing companies that have pivoted to providing these items, webinars focused on available grants and loans and a variety of timely helpful topics during this crisis. As part of JEDCO's efforts to assist our business community during this crisis, JEDCO has done tremendous outreach to the business community to assess the virus' impact on business operations through direct interviews and online surveys. Furthermore, JEDCO commenced the strategic planning effort of the Jefferson EDGE update, which, in light of the COVID-19 economic impact, will include a recovery plan and resiliency strategy.

Our continued and post-COVID efforts to bring assistance to the business community will benefit greatly from a comprehensive understanding of the virus' impact on our local economy through sound data mining and analysis. Toward this end, the JEDCO Team has explored various data points and data sources for evaluating COVID impact on our parish economy, and has evaluated capacity within the staff team to retrieve the data and compile it in a format that is useful for both internal analysis and external publication. One of those data sources identified is Chmura JobsEQ, a cloud-based proprietary program to which JEDCO's EDS team currently subscribes primarily for labor market data. Chmura, a womanowned small business, is a nationally recognized economic consulting firm. Our team contacted Chmura to learn more about their offerings related to assessing COVID impact.

Discussion:

In response to our inquiries, we have received a proposal from Chmura to conduct an analysis of the economic impact of the COVID-19 pandemic on the Jefferson Parish economy, which will pull data from a variety of data sources, including the JobsEQ database, unemployment claims, Gross Domestic Product, among many others. The full proposal entitled "Statement of Work, Economic Impact of the COVID-19 Pandemic on Jefferson Parish Industries" dated August 20, 2020 follows this memorandum. The final product will be presented as an easy-to-digest document with tables and simple narrative that can be used both by the JEDCO Team to contemplate our response to the business community through such things as program development and/or outreach strategies, for example, as well as by Parish leaders, business owners and the general public through the posting of the report on JEDCO's website.



Memo to JEDCO Executive Commitee_09.24.20 Meeting: Approving an unbudgeted expense. Page 2

The estimated cost of the proposal is based on Chmura's experience with similar projects and reflects the hourly rates of professionals utilized, and is quoted at \$12,320. As JEDCO's 2020 budget was prepared by staff and approved by the JEDCO Board prior to the virus pandemic, it does not currently accommodate this expenditure.

JEDCO anticipates seeking reimbursement of this cost, as it has done for previous necessary COVID-related expenditures, through Jefferson Parish's submittal to the state for reimbursement through the CARES Act funding. The final round of reimbursement consideration opens October 1st through the 15th for expenses incurred through September 30th.

Recommendation:

JEDCO staff recommends the approval of the unbudgeted expense as requested.

Attachments (1): 1. Chmura Statement of Work, dated August 20, 2020



Statement of Work

Economic Impact of the COVID-19 Pandemic on Jefferson Parish Industries





1309 E Cary St, 2nd FL Richmond, VA 23219 804.554.5400 1025 Huron Road E Cleveland, OH 44115 216.357.4730



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August 20, 2020

Mary L. Martens
Business Retention and Expansion Specialist
Jefferson Parish Economic Development Commission
mmartens@jedco.org

Dear Mary,

We are pleased to submit this proposal to conduct an analysis of the economic impact of the COVID-19 pandemic on the Jefferson Parish economy.

Chmura Economics & Analytics (Chmura), a nationally recognized economic consulting firm, is uniquely qualified to support your efforts based on our previous experience as well as our existing set of analysis tools, datasets, and models.

Please call or email me if you would like additional information. My contact details are (804) 554-5400 ext. 104 (office), and (804) 625-5668 (mobile), or sharon.simmons@chmuraecon.com. Please sign this page to indicate acceptance of the proposal, and we look forward to working with you soon.¹

Sincerely,

Sharon Simmons

Director of Operations

Sharon Smimors

Mary L. Martens (Date)

¹ Chmura is a woman-owned small business (VA SWAM Vendor Number S-9700).



Background

Jefferson Parish, Louisiana is part of the New Orleans-Metairie Metropolitan Statistical Area (MSA). The parish sprawls the southern shore of Lake Pontchartrain, ending 60 miles later at the Gulf of Mexico and is adjacent to New Orleans. Tourism and hospitality are important drivers of Jefferson Parish's economy. Jefferson Parish Economic Development Commission (JEDCO) is an independent arm of Jefferson Parish government. Its purpose is to provide a business-friendly environment. JEDCO accomplishes this by working to attract, grow, and nurture new business. More specifically, JEDCO helps businesses in the region by providing financial assistance, tax credits and rebates, assessments and consultation, data and customized reporting, seminars, site selection, marketing, and a new business incubator.²

JEDCO is interested in understanding the following in Jefferson Parish:

- Economic impact of the COVID-19 pandemic on industries,
- Recovery path for industries,
- What jobs workers who have been laid off due to COVID can be transitioned into, and
- How its tourism industry has fared compared with Orleans Parish.

Chmura Economics & Analytics (Chmura) is pleased to offer this Statement of Work (SOW) to conduct this analysis. The rest of this SOW details Chmura's approach, deliverables, and price for consideration.

Approach and Deliverables

Chmura will first estimate the direct impact of the pandemic on jobs and gross domestic product (GDP) in all two-digit Northern America Industry Classification System (NAICS) industries. In addition, Chmura will identify the 20 industries (at 3-digit NAICS level) with the largest changes in employment due to COVID-19.

Multiple sources will be used to estimate the direct impact on regional sectors. Chmura will conduct internet research on news reports/expert opinions related to the industry impact in the region and state and federal policies such as "stay-athome" orders and gradual reopening in Louisiana and the federal CARES Act. Chmura will also examine job postings data from its proprietary JobsEQ® RTI database, and the latest unemployment claims data to quantify the impact on different occupations in those key industries and estimate the overall industry employment impact.

Chmura will also provide an estimate of what the long-term recovery (2+ years) may look like for industries in Jefferson Parish based on the most up-to-date research available.

In addition, JEDCO is interested in understanding what jobs workers who have been laid off due to the pandemic can transition to. Chmura will first estimate the unemployment by occupation in Jefferson Parish, and use the "Willing and Able" analytic in JobsEQ to evaluate which new industries or occupations these displaced workers can transition into.

Finally, JEDCO would like to understand how Jefferson Parish's tourism and hospitality industry has fared compared to the same industry in Orleans Parish. Chmura will perform additional analysis on the job losses and recovery for the tourism and hospitality industry for the Orleans Parish and compare the performances of those two parishes.

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² https://www.linkedin.com/company/jpeconomicdevelopment/about/



The output of this research will be presented as a document with tables and a simple narrative (bullet points). The draft report can be completed in six weeks after approval of this proposal. In addition, Chmura will provide a price to update the study on a quarterly basis.

Professional Arrangements

Sharon Simmons, Director of Operations, will assume overall responsibility for the process, pricing, and final products delivered to the client. Xiaobing Shuai, PhD is the technical contact for the project and is the modeling point-of-contact to the client.



Data Needed

- Recent studies related to regional economy and workforce, if available
- Results of any recent surveys of local businesses, if available

It is understood and agreed that the client will provide all reasonable support to help Chmura achieve a successful project completion within the targeted timeframe. Chmura expects the client to participate in the execution and delivery of this product with regard to the following:

- Timely feedback regarding the initial inputs and trends
- Active participation to facilitate the resolution of project-related issues
- Reasonable edit cycles
- No model reworks

After Chmura receives comments and/or approvals to the preliminary draft from JEDCO, a revised submission will be provided in 'pdf' and Microsoft Word formats suitable for downloading and printing. Chmura reserves the 'right-to-review' any and all materials in pre-print, print, or pre-publication formats before releasing for public consumption. Any violation of this right-to-review is subject to legal reviews.

Chmura's pricing reflects the hourly rates assigned to the professionals on the project and includes historical data to estimate billable hours. Alterations to the model, including 'tweaking' will be billed to client on an hourly rate of \$250.

Pricing

The price is based on prior experience with similar projects. The following represents the price for this project:

• Initial report: \$12,320

• Each quarterly update: \$3,080

The above prices do not include a formal presentation of the results.



It is understood between Chmura and JEDCO that payment for these services is due within 10 days upon submitting the final report and associated invoice to JEDCO. Additional value-added services can be available beyond this analysis for an additional negotiated fee. If final payment is not received in the terms of this agreement, JEDCO agrees that a 1.5% penalty is applied for every 30-day period payment is not made and that consulting services are suspended to the client after a 60-day window until open invoices are paid. A signature on page 3 is required to execute this contract between Chmura and JEDCO.

Company Profile

Founded in 1998 by Dr. Christine Chmura, and headquartered in Richmond, Virginia, with a regional office in Cleveland, Ohio, Chmura has steadily evolved to become a nationally recognized consulting firm that has consistently demonstrated its expertise in economic impact analysis, economic research, strategic planning, and technology development. Since its inception, Chmura's consulting work has produced reliable:

- Economic and fiscal impacts;
- Cost and benefit analyses;
- Labor market studies;
- Educational alignment assessments;
- Workforce skills gaps analyses;
- Economic diversification plans;
- Industry cluster analyses;
- Economic feasibility reports;
- Customized web-based labor market information platforms.

Chmura's clients include workforce development boards (WDBs), economic development organizations (EDOs), higher education institutions, governors, non-profit organizations, private businesses, cities, counties, states, and federal agencies, amongst others.

Chmura's professional staff includes a mix of economists, data scientists, strategists, and technical writers who will contribute to the execution of this project. The company maintains a highly efficient organizational structure, and an open and collegiate working style. Chmura's collective skills have been honed through academic training and:

- More than thirty years' experience in economic research;
- Fifteen years of strategic planning specific to supporting workforce and economic development;
- Four years as interim Workforce Investment Board staff;
- Fourteen years producing software solutions for economic and workforce development, education, private enterprise, and government entities.

JEDCO COVID-19 Impact



Key Personnel

Xiaobing Shuai

PhD, Director of Research – Xiaobing conducts model building and regional and macroeconomic trend forecasting. His interest rate forecasts are published in the "Blue Chip Financial Forecasts." A prior senior analyst with Capital One Financial Corporation, he studied at the University of Wisconsin-Madison and obtained an M.A. in Agricultural Economics and a Ph.D. in Economics. Xiaobing won the NABE 2005 Contributed Paper Award, published in Business Economics; this paper investigated the economic relationship between Virginia's center cities and their suburbs.

Sharon Simmons

Director of Operations – Sharon has 13 years of professional experience. Prior to joining Chmura, she worked for an intellectual property consulting firm. Her areas of expertise were intellectual property valuations and patent litigation. Before spending four years as an intellectual property consultant, Sharon was an Associate Economist at the Federal Reserve Bank of Chicago. After spending six years at Chmura working on several of the firm's publications including the Weekly Economic Update and gaining extensive experience working on defense-related projects, Sharon transitioned into her current role as Director of Operations in 2017. Sharon graduated from the University of Virginia with a Bachelor's degree in Economics.

Alex Doherty

Economist – Alex graduated from the University of Virginia with a Bachelor's degree in Mathematics and Economics where he led several student organizations and helped develop curricula for the University's Data Science Institute. Alex's experience includes macro- and micro-economic analyses, economic impact reports, and workforce studies. He designs surveys for a wide range of projects at Chmura. Alex brings an analytical mindset for finding key insights in the data that allow Chmura's clients to make strong business decisions.

Olivia Rollins

Research & Editorial Assistant – Olivia obtained a Bachelor's degree from Virginia Tech. Her responsibilities at Chmura include writing, editing, survey work, and assisting economists in research and analysis.

MONTHLY FINANCIAL REPORT HIGHLIGHTS

August 2020

JEDCO-

Revenues:

• Departmental service fees collected in August totaled \$41,312 (\$25,432-Finance, \$14-EDS, \$9,959-Tech Park, \$4,877-COVID 19 Reimbursement and \$1,030 in interest).

Expenses:

- P/R and Advertising expenses of \$7,787 (\$4,500-Finance and \$3,287-EDS)
- Dues and Subscriptions fees of \$8,273 (Finance \$3,941, EDS \$2,383 and Strategic Initiatives \$1,158, Marketing \$313 and Administration \$478)
- Special Projects charges equaling \$8,040 for Stewart Enterprises and Avondale (EDS)
- Computer/Equipment/Services expenses totaling \$4,843 for purchase of computer, maintenance and monthly services (Administration)
- Attorney Fees totaling \$1,230 (Administration)

Others:

• JEDCO LAMP account balance at August 31, 2020 was \$4.1M.

JEFFERSON EDGE-

Revenues:

• Earned interest of \$421

Expenses:

- Local Marketing Campaign expenses of \$12,508 (\$7,010-Printing Etc., \$2,000-Clear Channel Outdoor, \$2,657-Deep Fried Adverting, \$315-Documart, \$526-Vivid Ink Graphics)
- Planning charges from TIPS Strategies of \$23,250

Others:

• EDGE LAMP account balance at August 31, 2020 was \$862K.

SUPPLEMENTARY INFORMATION-

• JEDCO received second reimbursement of \$6,259 as a sub-recipient of the CARES Act via Jefferson Parish. Totaled submitted and received equals \$11,136.

MONTHLY CASH REPORT

| ACCOUNTS: | @12/31/198 | REVENUES | EXPENSES | OTHERS | BALANCE |
|--------------------|----------------|--------------|--------------|----------------|----------------|
| JEDCO Checking | \$530,641.32 | | | | |
| January '20 | φεεσ,σ.1.ε2 | \$176,775.68 | \$437,061.29 | \$213,975.01 | \$484,330.72 |
| February '20 | | 34,496.56 | 176,712.80 | (195,253.68) | 146,860.80 |
| March '20 | | 13,931.13 | 241,367.35 | 217,951.39 | 137,375.97 |
| April '20 | | 31,168.79 | 238,525.10 | 563,474.71 | 493,494.37 |
| May '20 | | 29,275.00 | 197,303.26 | 1,361,137.61 | 1,686,603.72 |
| June '20 | | 7,108.35 | 168,087.59 | (1,387,017.14) | 138,607.34 |
| July '20 | | 97,470.00 | 208,700.10 | 286,688.44 | 314,065.68 |
| August '20 | | 17,346.67 | 228,756.86 | 0.00 | 102,655.49 |
| September '20 | | 0.00 | 0.00 | 0.00 | 102,655.49 |
| October '20 | | 0.00 | 0.00 | 0.00 | 102,655.49 |
| November '20 | | 0.00 | 0.00 | 0.00 | 102,655.49 |
| December '20 | | 0.00 | 0.00 | 0.00 | 102,655.49 |
| Jefferson EDGE Ck. | \$232,000.81 | | | | |
| January '20 | | \$1,250.00 | \$2,824.00 | (\$4,108.54) | \$226,318.27 |
| February '20 | | 13,500.00 | 14,378.28 | (2,574.00) | 222,865.99 |
| March '20 | | 5,000.00 | 17,651.35 | (6,123.69) | 204,090.95 |
| April '20 | | 0.00 | 4,000.00 | (5,599.74) | 194,491.21 |
| May '20 | | 5,000.00 | 6,680.00 | 391.48 | 193,202.69 |
| June '20 | | 0.00 | 6,000.00 | (5,629.69) | 181,573.00 |
| July '20 | | 0.00 | 0.00 | (8,003.26) | 173,569.74 |
| August '20 | | 0.00 | 35,756.71 | 304.68 | 138,117.71 |
| September '20 | | 0.00 | 0.00 | 0.00 | 138,117.71 |
| October '20 | | 0.00 | 0.00 | 0.00 | 138,117.71 |
| November '20 | | 0.00 | 0.00 | 0.00 | 138,117.71 |
| December '20 | | 0.00 | 0.00 | 0.00 | 138,117.71 |
| INVESTMENTS: | | | | | |
| JEDCO Lamp | \$2,891,502.39 | | | | |
| January '20 | | \$4,138.91 | \$0.00 | \$0.00 | \$2,895,641.30 |
| February '20 | | 4,151.09 | 0.00 | 450,000.00 | 3,349,792.39 |
| March '20 | | 3,837.16 | 0.00 | 0.00 | 3,353,629.55 |
| April '20 | | 2,610.24 | 0.00 | (350,000.00) | 3,006,239.79 |
| May '20 | | 1,810.19 | 0.00 | 0.00 | 3,008,049.98 |
| June '20 | | 1,801.09 | 0.00 | 1,400,000.00 | 4,409,851.07 |
| July '20 | | 1,099.59 | 0.00 | (250,000.00) | 4,160,950.66 |
| August '20 | | 564.57 | 0.00 | 0.00 | 4,161,515.23 |
| September '20 | | 0.00 | 0.00 | 0.00 | 4,161,515.23 |
| October '20 | | 0.00 | 0.00 | 0.00 | 4,161,515.23 |
| November '20 | | 0.00 | 0.00 | 0.00 | 4,161,515.23 |
| December '20 | 04 000 | 0.00 | 0.00 | 0.00 | 4,161,515.23 |
| Septemb | er 24, 202 | 20 | | | 89 |

| Jefferson EDGE Lamp | \$856,428.54 | | | | |
|---------------------|--------------|------------|--------|--------|--------------|
| January '20 | | \$1,225.90 | \$0.00 | \$0.00 | \$857,654.44 |
| February '20 | | 1,116.53 | 0.00 | 0.00 | 858,770.97 |
| March '20 | | 983.71 | 0.00 | 0.00 | 859,754.68 |
| April '20 | | 705.26 | 0.00 | 0.00 | 860,459.94 |
| May '20 | | 518.11 | 0.00 | 0.00 | 860,978.05 |
| June '20 | | 364.81 | 0.00 | 0.00 | 861,342.86 |
| July '20 | | 223.60 | 0.00 | 0.00 | 861,566.46 |
| August '20 | | 116.90 | 0.00 | 0.00 | 861,683.36 |
| September '20 | | 0.00 | 0.00 | 0.00 | 861,683.36 |
| October '20 | | 0.00 | 0.00 | 0.00 | 861,683.36 |
| November '20 | | 0.00 | 0.00 | 0.00 | 861,683.36 |
| December '20 | | 0.00 | 0.00 | 0.00 | 861,683.36 |

JEDCO'S INVESTMENT REPORT

8/31/2020

| ACTIVE DATE | INSTITUTIONS | OPENING BALANCE | CURRENT BALANCE | INTEREST | TERMS | MATURITY DATE | CURRENT STATUS |
|----------------|--------------|--------------------|--------------------|----------|-------|------------------|-------------------|
| 12/04/03 | JEDCO LAMP | \$350,000 | \$4,161,515 | 0.12% | DAILY | | OPEN |
| | TOTAL | \$350,000 | \$4,161,515 | | | | |

Updated September 14, 2020

| | | (A) | | (B) | | (C) | | (D) | | (E) | (F) Projected | | |
|---------------------------------------|-----|------------------------------|------|-----------------------|----|--------------------|----|--------------------------------------|----|----------------------------------|--------------------|--|--|
| | Fin | 2019 al Amended Budget | 20 | 20 Proposed Budget | A | Actual ugust-20 | | Actual ear-to-Date 08/31/2020) | _ | Estimate emaining for Year | Act Ye | ual Result at ar End-2020 nended Budget) | |
| SUMMARY OF REVENUES BY SOURCES | | | | | | | | | | | | | |
| LOCAL SOURCES: | | | | | | | | | | | | | |
| Occupational Licenses | \$ | 2,111,837 | \$ | 2,145,626 | \$ | - | \$ | 2,145,626 | \$ | - | \$ | 2,145,626 | |
| Business Innovation Ctr. (Schedule A) | | - | | 24,000 | | - | | - | | - | | - | |
| Financing Activities (Schedule B) | | 395,000 | | 435,000 | | 25,432 | | 198,732 | | 228,768 | | 427,500 | |
| Econ. Dev. Svc. Fees (Schedule C) | | 299,220 | | 269,880 | | 14 | | 162,667 | | 124,478 | | 287,145 | |
| Strategic Initiatives (Schedule D) | | 25,230 | | 25,000 | | - | | 25,000 | | - | | 25,000 | |
| Marketing - P/R (Schedule E) | | 70,000 | | 72,650 | | - | | 949 | | 16,701 | | 17,650 | |
| Administration (*) (**) (Schedule F) | | 90,000 | | - | | - | | 90,000 | | - | | 90,000 | |
| Interest, Misc. | | 70,000 | | 40,000 | | 1,030 | | 26,247 | | 3,753 | | 30,000 | |
| Tech. Park Revenues (Schedule H) | | 21,000 | | 22,000 | | 9,959 | | 9,959 | | 12,041 | | 22,000 | |
| Conference Center (Schedule I) | | 13,700 | | 21,000 | | - | | 2,227 | | 273 | | 2,500 | |
| Delgado Escrow Revenues | | - | | - | | - | | - | | - | | - | |
| C COVID-19 Reimbursement Revenues | | | # | - | | 4,877 | | 4,877 | | (4,877) | | - | |
| Committed funds for 2019 | | | # | | | | | <u> </u> | | | | | |
| Committed funds for 2020 | \$ | 3,095,987 | # \$ | 3,055,156 | \$ | 41,312 | \$ | 2,666,284 | \$ | 381,137 | \$ | 3,047,421 | |
| SU Total 2020 Committed Funds | | | # | | | | | | | | | | |
| JEDCO | | | | | | | | | | | | | |
| Total Expenditures by Agency | \$ | 2,721,930 | \$ | 2,924,814 | \$ | 228,215 | \$ | 1,818,855 | \$ | 1,191,979 | \$ | 3,010,834 | |
| SUMMARY OF EXPENDITURES BY DEPARTMEN | ITS | | | | | | | | | | | | |
| Departments: | | | | | | | | | | | | | |
| Business Innovation Ctr. (Schedule A) | | 62,800 | | 65,050 | | 5,431 | | 44,250 | | 20,800 | | 65,050 | |
| Finance (Schedule B) | | 299,600 | | 334,600 | | 31,412 | | 210,095 | | 220,070 | | 430,165 | |
| Econ. Dev. Svc. (Schedule C) | | 330,700 | | 361,300 | | 33,694 | | 222,455 | | 146,185 | | 368,640 | |
| Strategic Initiatives (Schedule D) | | 138,450 | | 179,900 | | 14,458 | | 93,541 | | 70,759 | | 164,300 | |
| Marketing - P/R (Schedule E) | | 247,200 | | 246,650 | | 12,493 | | 84,701 | | 118,149 | | 202,850 | |
| Admin. Exp. (Schedule F) | | 1,039,230 | | 1,074,900 | | 97,199 | | 710,595 | | 421,520 | | 1,132,115 | |
| JEDCO Bldg. Expenses (Schedule G) | | 504,100 | | 521,414 | | 22,973 | | 380,321 | | 142,893 | | 523,214 | |
| Tech. Park Expenses (Schedule H) | | 56,800 | | 78,000 | | 9,065 | | 49,575 | | 28,425 | | 78,000 | |
| Conference Center (Schedule I) | | 43,050 | | 63,000 | | 1,490 | - | 23,322 | - | 23,178 | | 46,500 | |
| Total Expenditures by Departments | \$ | 2,721,930 | \$ | 2,924,814 | \$ | 228,215 | \$ | 1,818,855 | \$ | 1,191,979 | \$ | 3,010,834 | |

^{*}Restricted funds of \$49,725 received from J.P. in 2015 for Strategic Neighborhood Revitalization Plan project with expenses occurring in 2016 (\$47,948) and 2017 (\$1,777). Additional related expenses incurred by JEDCO are also included.

^{**}Restricted funds of \$158,330 received from J.P. in 2017 for Select Comfort project. Expenses are expected to be paid out in 2018 (\$100,000), 2019 (\$33,330) and 2020 (\$25,000).

^{***}Restricted funds of \$90,000 received from J.P. for GNO, Inc. with expenses occuring ind 2019 (\$45,000) and 2020 (\$45,000)

| | 2019 Final Amended Budget | 2020 Proposed Budget | Actual August-20 | Actual Year-to-Date (@ 08/31/2020) | Estimate Remaining for Year | Projec Actual Re Year End (1st Amended |
|---|---------------------------------|-------------------------|---------------------|---|-----------------------------------|---|
| SUMMARY OF EXPENDITURES BY CHARACTERS | | | | (0 ::, - , - :, | | • |
| Salaries/HB&Taxes/SEP-Retirement | 1,586,800 | 1,675,850 | 144,682 | 1,119,404 | 606,986 | 1 |
| Communications | 33,900 | 39,000 | 3,274 | 23,992 | 20,088 | |
| Equipment Rental/Maintenance | 5,100 | 10,200 | 312 | 2,184 | 33,016 | |
| Office Supplies & Postage | 24,950 | 32,550 | 768 | 7,691 | 29,859 | |
| Dues & Subscriptions | 61,100 | 73,400 | 8,272 | 48,546 | 25,854 | |
| PR/Advertising/Video Equip. Expense | 88,300 | 90,500 | 7,708 | 25,141 | 60,359 | |
| Travel/Mileage | 16,000 | 20,600 | - , | 1,528 | 17,672 | |
| Staff & Professional Development | 17,000 | 23,500 | _ | 7,558 | 10,492 | |
| Special Project/Programs/Events | 41,500 | 38,000 | 8,040 | 12,525 | 26,225 | |
| Attorney Fees | 12,000 | 10,500 | 1,230 | 1,810 | 9,190 | |
| Data Base Analysis/Website Update | 2,000 | 5,000 | 355 | 1,825 | 3,175 | |
| Gretna Expenses | 25,000 | 25,000 | 555 | 25,000 | 3,173 | |
| · | | | _ | | (125) | |
| Entrepreneur Challenge Seminars/Conferences & Conventions | 45,000 16,500 | 45,000 14,000 | - | 125 3,057 | (125) 7,943 | |
| | | | | | | |
| Admin.Fees/Personnel & Emergency Exp. Computer/Equip./Svc. | 16,000 | 23,000 80,000 | 1,499 | 9,730 | 13,270 55,383 | |
| | 60,000 | | 4,843 | 24,617 | | |
| Committee Mtg./Business Development | 13,200 | 15,000 | (900) | 3,905 | 11,095 | |
| Utilities/Water | 46,700 | 67,400 | 7,887 | 34,872 | 22,528 | |
| Repairs and Maintenance | 14,200 | 16,000 | 2 426 | 450 | 15,550 | |
| Janitorial & Contract Services | 47,500 | 53,500 | 3,136 | 28,796 | 24,704 | |
| Insurance and Security | 88,400 | 87,500 | 5,631 | 42,141 | 44,859 | |
| Accounting/Audit | 40,000 | 40,000 | 12,000 | 22,420 | 17,580 | |
| Lawn Maintenance | 15,000 | 15,000 | - | 5,150 | 9,850 | |
| Generator Expenses | 4,000 | 5,500 | 488 | 488 | 5,012 | |
| Bldgs. Supplies | 6,700 | 15,500 | (1,443) | 7,298 | 12,702 | |
| HVAC Expenses | 18,000 | 18,000 | 1,444 | 11,552 | 6,448 | |
| Elevator Repairs and Maintenance | 5,500 | 5,400 | 568 | 4,530 | 870 | |
| Landscaping | 9,500 | 12,500 | - | 9,636 | 2,864 | |
| Grass Cutting/Clearing/Fill | 7,700 | 15,000 | 2,000 | 6,000 | 9,000 | |
| Access Road Expenses | - | 5,000 | - | - | 5,000 | |
| Hog Abatement | 38,500 | 38,500 | 6,425 | 28,910 | 9,590 | |
| Appraisal Expenses | - | - | - | - | - | |
| Sales and Marketing | - | 5,500 | - | - | - | |
| Program Costs | 5,500 | 5,000 | - | 198 | 4,802 | |
| Garbage Collection/Pest Control/Door Mat | 5,300 | 6,600 | 773 | 3,296 | 3,304 | |
| JEDCO Loan Payment | 212,100 | 211,514 | - | 211,513 | 1 | |
| Food & Beverage Expenses | 250 | 1,000 | - | 442 | 58 | |
| Neighborhood Revitalization Expenses * Services | 2,000 | 2,000 | - | - | 2,000 | |
| Contract Svc./Loan Processing | - | - | - | - | 20,000 | |
| AEDO Accrediation | - | - | - | - | - | |
| Business Attraction | 1,000 | 2,500 | - | 500 | 2,000 | |
| Economic Dev. (Select Comfort) Bad Debt | 33,330 | 25,000 | - | 25,000 | - | |
| Prosper Jefferson | 3,500 | 1,800 | - | 752 | 1,048 | |
| Pond Maintenance | 800 | 3,000 | - | - | 3,000 | |
| Press Announcements Expenses | - | - | _ | _ | -, | |
| Fire System | 7,100 | _ | _ | _ | _ | |
| Parish IGA (GNO, Inc.) | 45,000 | 45,000 | _ | 45,000 | 45,000 | |
| Video Conferencing | - | - | (1,993) | 137 | 4,863 | |
| | _ | - 2 of | | 11,136 | (11,136) | |
| tembrais 24 ster 202 | 2,721,930 | 2,924,814 | 228,135 | 1,818,855 | 1,191,979 | - |

| • | | (A) | | (B) | (C) | | (D) | (| E) | | (F) Projected |
|--|-----|----------------------|----|-----------------------|------------------|----|-------------------------|-------|-----------------|------|-----------------------------|
| | | 2019 | | | | | Actual | Estin | | Actu | ial Result at |
| | Fin | al Amended Budget | | 20 Proposed Budget | ctual gust-20 | | r-to-Date 3/31/2020) | | ning for ear | | r End-2020 ended Budget) |
| SUMMARY OF OTHER FINANCING USES | | - | | | | | | | | • | |
| Transfer to other funds | | - | | - | - | | - | | - | | - |
| Transfer from other funds | | | - | - | | - | - | | | | - |
| Total Other Financing Uses | \$ | <u> </u> | \$ | <u>-</u> | \$ - | \$ | - | \$ | | \$ | <u>-</u> |
| NET CHANGE IN FUND BALANCE | | 374,057 | | 130,342 | (186,903) | | 847,429 | | (810,842) | | 36,587 |
| ESTIMATED BEGINNING BALANCE | | 3,085,254 | | 3,179,452 | | | | | | | 3,179,452 |
| Committed Funds (Capital Improvements) | | 440,000 | | 495,000 | | | | | | | 495,000 |
| Committed Funds (Future T.P. Expenses) | | | | - | | | | | | | - |
| Unassigned Fund Balance | | 3,151,197 | | 2,814,794 | | | | | | | 2,721,039 |
| ESTIMATED ENDING BALANCE | \$ | 3,456,111 | \$ | 3,179,452 | | | | | | \$ | 3,216,039 |

| Capital Expense | R | Total eplacement Cost | Lifespan (Years) | (| Cost Per Year | Cost Per Month |
|---------------------------------|----|-----------------------------|---------------------|----|------------------|-------------------|
| End of Month-August 2020 | | | | | | |
| Roof | \$ | 200,000.00 | 25 | \$ | 8,000.00 | \$ 666.67 |
| Water Heater | \$ | 6,000.00 | 10 | \$ | 600.00 | \$ 50.00 |
| All Appliances | \$ | 8,000.00 | 10 | \$ | 800.00 | \$ 66.67 |
| Driveway/Parking Lot | \$ | 250,000.00 | 50 | \$ | 5,000.00 | \$ 416.67 |
| Elevator | \$ | 80,000.00 | 20 | \$ | 2,019.00 | \$ 168.25 |
| HVAC | \$ | 175,000.00 | 20 | \$ | 8,750.00 | \$ 729.17 |
| Flooring | \$ | 80,000.00 | 10 | \$ | 8,000.00 | \$ 666.67 |
| Plumbing | \$ | 25,000.00 | 30 | \$ | 833.33 | \$ 69.44 |
| Windows | \$ | 50,000.00 | 50 | \$ | 1,000.00 | \$ 83.33 |
| Paint/Stucco | \$ | 75,000.00 | 10 | \$ | 7,500.00 | \$ 625.00 |
| Cabinets/Counters | \$ | 16,000.00 | 20 | \$ | 800.00 | \$ 66.67 |
| Structure (foundation, framing) | \$ | 75,000.00 | 50 | \$ | 1,500.00 | \$ 125.00 |
| Components (lighting, etc.) | \$ | 60,000.00 | 10 | \$ | 6,000.00 | \$ 500.00 |
| Landscaping | \$ | 35,000.00 | 20 | \$ | 1,750.00 | \$ 145.83 |
| Total | \$ | 1,135,000.00 | | \$ | 52,552.33 | \$ 4,379.36 |

Committed funds for 2011 to 2018 (2018) \$ 385,000.00

Committed funds for 2019 \$ 55,000.00 Committed funds for 2020 \$ 55,000.00

Total 2020 Committed Funds \$ 495,000.00

| | (A) 2019 Final Amended Budget | | (B) 2020 Proposed Budget | | (C) Actual August-20 | | Yea | (D) Actual ar-to-Date | (E) Estimate Remaining for Year | | Actı Yea | (F) Projected Hal Result at Ir End-2020 |
|---|--|------------|--------------------------------|----------|------------------------------|----------|-----|-----------------------|---------------------------------|-----------|-------------|--|
| SUMMARY OF REVENUES BY SOURCES | | Budget | | Budget | А | ugust-20 | (@0 | 8/31/2020) | | Year | (1st Am | ended Budget) |
| LOCAL SOURCES: | | | | | | | | | | | | |
| Private Funds | \$ | 250,000 | \$ | 250,000 | \$ | _ | \$ | 30,250 | \$ | 219,750 | \$ | 250,000 |
| Investment Income | ۲ | 20,000 | ٠ | 8,000 | ۲ | 421 | Ą | 8,378 | Ą | (2,378) | Ą | 6,000 |
| mvestment income | | 20,000 | | 8,000 | | 421 | | 6,376 | | (2,376) | | 0,000 |
| Total Revenues from Local Sources | \$ | 270,000 | \$ | 258,000 | \$ | 421 | \$ | 38,628 | \$ | 217,372 | \$ | 256,000 |
| SUMMARY OF EXPENDITURES BY CHARACTERS | | | | | | | | | | | | |
| Marketing P/R: | | | | | | | | | | | | |
| Local Market/PR Campaign | | 50,000 | | 30,000 | | 12,508 | | 54,363 | | (4,363) | | 50,000 |
| Site Selection Initiative | | 5,000 | | - | | - | | - | | 5,000 | | 5,000 |
| Cub Tatal | \$ | FF 000 | Ċ | 30,000 | <u>,</u> | 12 500 | \$ | F4 3C3 | \$ | 637 | \$ | FF 000 |
| Sub-Total | \$ | 55,000 | \$ | 30,000 | \$ | 12,508 | \$ | 54,363 | > | 637 | \$ | 55,000 |
| Committed funds for 2011 to 2018 (2018) | | | # | | | | | | | | | |
| Te Committed funds for 2019 | | 00.000 | # | | | | | | | 400.000 | | 100.000 |
| Tr Committed funds for 2020 | | 80,000 | # | | | - | | - | | 100,000 | | 100,000 |
| Site Selection Initiatives | | - | | 5,000 | | - | | - | | | | - |
| Total 2020 Committed Funds | | - | # | 50,000 | | - | | - | | 50,000 | | 50,000 |
| Phase I Development | | | | 20,000 | | - | | - | | 20,000 | | 20,000 |
| Tech Park Marketing | | 5,000 | | 40,000 | | - | | - | | 10,000 | | 10,000 |
| Misc. Master Plan Projects | | - | | 5,000 | | - | | - | | 5,000 | | 5,000 |
| Infrastructure Expenses | | - | | - | | - | | - | | - | | - |
| Sub-Total | \$ | 85,000 | \$ | 120,000 | \$ | | \$ | | \$ | 185,000 | \$ | 185,000 |
| Economic Development Strategic Plan: | | | | | | | | | | | | |
| | ć | | , | FO 000 | <u>,</u> | 22.250 | ٠. | 24 200 | ć | 125 702 | . | 150,000 |
| Planning | \$ | - | \$ | 50,000 | \$ | 23,250 | \$ | 24,298 | \$ | 125,702 | \$ | 150,000 |
| Progress Reports & Technical Assist. | | 13,600 | | 6,000 | | - | | - | | 6,000 | | 6,000 |
| Sub-Total | \$ | 13,600 | \$ | 56,000 | \$ | 23,250 | \$ | 24,298 | \$ | 131,702 | \$ | 156,000 |
| Administrative: | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Misc. Project Fund | | 2 252 | | 2 200 | | - | | - | | - | | - |
| Travel Expenses | | 3,250 | | 3,300 | | - | | 3,610 | | 390 | | 4,000 |
| Dues & Subscriptions | | 500 | | 1,000 | | 354 | | 2,334 | | (1,134) | | 1,200 |
| EDGE Fundraising | | 19,200 | | 19,200 | | 1,653 | | 12,829 | | 6,371 | | 19,200 |
| Strategic Initiatives | | 27,500 | | 28,000 | | - | | 28,000 | | - | | 28,000 |
| Master Plan Staff Support | | - | | 60,000 | | - | | - | | - | | - |
| Investor Relations/Staff Support | | 100 | | 500 | | - | | 607 | | 393 | | 1,000 |
| Meetings/Meals | | 3,000 | | 5,000 | | - | | 406 | | 4,594 | | 5,000 |
| Sub-Total | \$ | 53,550 | \$ | 117,000 | \$ | 2,007 | \$ | 47,786 | \$ | 10,614 | \$ | 58,400 |
| Total Expenditures by Characters | \$ | 207,150 | Ś | 323,000 | Ś | 37,765 | \$ | 126,447 | \$ | 327,953 | \$ | 454,400 |
| rotal expenditures by Characters | Þ | 207,130 | Þ | 323,000 | Þ | 37,705 | Þ | 120,447 | Þ | 327,333 | Þ | 434,400 |
| SUMMARY OF OTHER FINANCING USES | | | | | | | | | | | | |
| Transfer to other funds(JEDCO-Clearing | | - | | - | | - | | - | | - | | - |
| Transfer from other funds | | - | | - | | - | | - | | - | | - |
| Total Other Financing Uses | | - | | - | | - | | - | | - | | - |
| NET CHANGE IN FUND BALANCE | \$ | 62,850 | \$ | (65,000) | \$ | (37,344) | \$ | (87,819) | \$ | (110,581) | \$ | (198,400) |
| ESTIMATED BEGINNING FUND BALANCE | \$ | 985,373 | \$ | 959,786 | | | | | | | \$ | 959,786 |
| otember 24, 20 | ቢኃ | Ω | , | 894,786 | | 5 of 12 | | | | | . | 701 200 |
| | | = (BIV 777 | • | VU/1 706 | | | | | | | | 761,386 |

| | | (A) | | (B) | (C) | | (D) | | (E) | | (F) rojected | |
|---|-------|---------------------------|------|----------------------|--------------------|------|---------------------------------|------|----------------------------|------|---|--|
| | Final | 2019 Amended Budget | |) Proposed Budget | Actual ugust-20 | Year | ctual -to-Date :/31/2020) | Rema | mate aining for Year | Year | al Result at r End-2020 ended Budget) | |
| SUMMARY OF REVENUES BY SOURCES | | | | | | | | | | | | |
| LOCAL SOURCES: | | | | | | | | | | | | |
| Account Balance | \$ | 10,000 | \$ | - | \$ - | \$ | - | \$ | - | \$ | - | |
| JEDCO Bldg. Lease Income | | - | | - | - | | - | | - | | - | |
| Insurance Revenues | | - | | - | - | | - | | - | | - | |
| Total Revenues from Local Sources | \$ | 10,000 | \$ | - | \$ - | \$ | - | \$ | - | \$ | - | |
| SUMMARY OF EXPENDITURES BY CHARACTERS | | | | | - | | | | | | | |
| Debt Service/Capital One Loan | | - | | - | - | | - | | - | | - | |
| Monthly Lease Payments | | - | | - | - | | - | | - | | - | |
| Insurance | | - | | - | - | | - | | - | | - | |
| Committed funds for 2011 to 2018 (2018) | | | # | | | | - | | | | - | |
| Committed funds for 2019 | | | # | | | | | | | | | |
| Committed funds for 2020 | \$ | - | # \$ | - | \$ - | \$ | - | \$ | - | \$ | - | |
| SU Total 2020 Committed Funds | | | # | | | | | | | | | |
| Transfer to other funds (JEDCO) | | | | | - | | | | | | - | |
| Total Other Financing Uses | | - | | - | - | | - | | - | | - | |
| NET CHANGE IN FUND BALANCE | \$ | 10,000 | \$ | - | \$ - | \$ | - | | - | \$ | - | |

| | | (A) | | (B) | | (C) | | (D) | | (E) | (F) Projected | |
|------------------------------------|-----|------------|------|--------------|----|----------|-----|-------------|-----|-------------|---------------|----------------|
| | | 2019 | | | | | | Actual | | timate | | tual Result at |
| | Fin | al Amended | 2 | 020 Proposed | | Actual | | ar-to-Date | Ren | naining for | Ye | ar End-2020 |
| | | Budget | | Budget | Α | ugust-20 | (@(| 08/31/2020) | | Year | (1st An | mended Budget) |
| SUMMARY OF REVENUES BY SOURCES | | | | | | | | | | | | |
| LOCAL SOURCES: | | | | | | | | | | | | |
| Interest Earned from Payment | \$ | 245,000 | \$ | 234,000 | \$ | 36,010 | \$ | 145,956 | \$ | 19,044 | \$ | 165,000 |
| Interest Earned from Investment | | 18,000 | | 2,500 | | 1,850 | | 16,502 | | 8,498 | | 25,000 |
| Recovery Revenues | | - | | - | | - | | - | | - | | - |
| Total Revenues From Local Sources | \$ | 263,000 | \$ | 236,500 | \$ | 37,860 | \$ | 162,458 | \$ | 27,542 | \$ | 190,000 |
| SUMMARY OF EXPENDITURES | | | | | | - | | | | | | |
| Administration Expenses | | 100,000 | | 100,000 | | 6,610 | | 57,971 | | 27,029 | | 85,000 |
| Loan Loss Reserve | | - | | - | | - | | - | | - | | - |
| Bad Debt | | - | | - | | - | | - | | - | | - |
| C Total Expenditures by Characters | | | # \$ | 100,000 | \$ | 6,610 | \$ | 57,971 | \$ | 27,029 | \$ | 85,000 |
| Committed funds for 2019 | | | # | | | | | | | | | |
| Committed funds for 2020 | | | # | | | | | | | | | |
| NET CHANGE IN FUND BALANCE | \$ | 263,000 | \$ | 136,500 | \$ | 31,250 | \$ | 104,487 | \$ | 513 | \$ | 105,000 |
| Total 2020 Committed Funds | | | ## | | | | | | | | | |
| ESTIMATED BEGINNING FUND BALANCE | \$ | 6,297,686 | \$ | 8,339,865 | | | | | | | \$ | 8,339,865 |
| ESTIMATED ENDING FUND BALANCE | \$ | 6,560,686 | \$ | 8,476,365 | | | | | | | \$ | 8,444,865 |

EDA
End of Month-August 2020
Fiscal Year Ending December 31, 2020

| | Fin | (A) 2019 al Amended Budget | 2 | (B) 020 Proposed Budget | (C) Actual igust-20 | Yea | (D) Actual ar-to-Date 08/31/2020) | (E) stimate naining for Year | Act Ye | (F) Projected ual Result at ar End-2020 nended Budget) | |
|---|-----|----------------------------|-------|---------------------------------|---------------------------|-----|-------------------------------------|---------------------------------------|-----------|--|--|
| SUMMARY OF REVENUES BY SOURCES | | 0 | | | U | , , | , , , , , | | (===== | | |
| LOCAL SOURCES: | | | | | | | | | | | |
| Interest Earned from Payment | \$ | 45,000 | \$ | 48,000 | \$ 7,159 | \$ | 34,313 | \$ (313) | \$ | 34,000 | |
| Interest Earned from Investment | | 6,000 | | 600 | 381 | | 2,763 | 3,237 | | 6,000 | |
| Total Revenues from Local Sources | \$ | 51,000 | \$ | 48,600 | \$ 7,540 | \$ | 37,076 | \$ 2,924 | \$ | 40,000 | |
| SUMMARY OF EXPENDITURES BY CHARACTERS | | | | | | | | | | | |
| Administrative Expenses | | 50,000 | | 50,000 | 5,537 | | 22,066 | 45,934 | | 68,000 | |
| Total Expenditures by Characters | \$ | 50,000 | \$ | 50,000 | \$ 5,537 | \$ | 22,066 | \$ 45,934 | \$ | 68,000 | |
| NET CHANGE IN FUND BALANCE | \$ | 1,000 | \$ | (1,400) | \$ 2,003 | \$ | 15,010 | \$ (43,010) | \$ | (28,000) | |
| Committed funds for 2011 to 2018 (2018) | | | ## | | | | | | | | |
| ESTIN Committed funds for 2019 | \$ | 1,306,297 | ## \$ | 1,357,925 | | | | | \$ | 1,357,925 | |
| Committed funds for 2020 | | | ## | | | | | | | | |
| ESTIMATED ENDING FUND BALANCE | \$ | 1,307,297 | \$ | 1,356,525 | | | | | \$ | 1,329,925 | |
| Total 2020 Committed Funds | | | ## | | | | | | | | |

| | | (A) | | (B) | | (C) | | (D) | | (E) | | (F) Projected |
|---|-----|------------|-------|---------------|----|----------|-----|-------------|-----|-------------|---------|--------------------|
| | | 2019 | | | | | | Actual | Es | stimate | Act | ual Result at |
| | Fin | al Amended | : | 2020 Proposed | | Actual | Ye | ar-to-Date | Ren | naining for | Ye | ar End-2020 |
| | | Budget | | Budget | Α | ugust-20 | (@(| 08/31/2020) | | Year | (1st An | nended Budget) |
| SUMMARY OF REVENURES BY SOURCES | | | | | | | | | | | | |
| LOCAL SOURCES: | | | | | | | | | | | | |
| Interest Earned from Payment | \$ | 75,000 | \$ | 72,000 | \$ | 9,169 | \$ | 37,908 | \$ | 32,092 | \$ | 70,000 |
| Interest Earned from Investment | | 8,000 | | 1,000 | | 743 | | 8,527 | | 5,473 | | 14,000 |
| Total Revenues from Local Sources | \$ | 83,000 | \$ | 73,000 | \$ | 9,912 | \$ | 46,435 | \$ | 37,565 | \$ | 84,000 |
| SUMMARY OF EXPENDITURES BY CHARACTERS | | | | | | | | | | | | |
| Administrative Expenses | | 50,000 | | 40,000 | | 5,784 | | 40,742 | | 19,258 | | 60,000 |
| Total Expenditures by Characters | \$ | 50,000 | \$ | 40,000 | \$ | 5,784 | \$ | 40,742 | \$ | 19,258 | \$ | 60,000 |
| NET CHANGE IN FUND BALANCE | \$ | 33,000 | \$ | 33,000 | \$ | 4,128 | \$ | 5,693 | \$ | 18,307 | \$ | 24,000 |
| Committed funds for 2011 to 2018 (2018) | | | ## | | | | | | | | | |
| ESTIN Committed funds for 2019 | \$ | 2,414,559 | ## \$ | 2,426,865 | | | | | | | \$ | 2,426,865 |
| Committed funds for 2020 | | | ## | | | | | | | | | |
| ESTIMATED ENDING FUND BALANCE | \$ | 2,447,559 | \$ | 2,459,865 | | | | | | | \$ | 2,450,865 |
| Total 2020 Committed Funds | | <u> </u> | ## | | | | | | | | | |

| | (A) 2019 al Amended Budget | 202 | (B) 20 Proposed Budget | (C) Actual ugust-20 | Yea | (D) Actual nr-to-Date 8/31/2020) | (E) stimate naining for Year | Actu Yea | (F) Projected ual Result at ar End-2020 nended Budget) |
|---|----------------------------|-----|------------------------------|---------------------------|-----|---|---------------------------------------|-------------|--|
| SUMMARY OF REVENUES BY SOURCES LOCAL SOURCES | | | | | | | | | |
| Fee Payments | \$ 177,800 | \$ | 90,000 | \$ 7,219 | \$ | 58,762 | \$ 31,238 | \$ | 90,000 |
| Total Revenues from Local Sources | \$ 177,800 | \$ | 90,000 | \$ 7,219 | \$ | 58,762 | \$ 31,238 | \$ | 90,000 |
| SUMMARY OF EXPENDITURES BY CHARACTERS Administrative Expenses | 177,800 | | 90,000 | 7,001 | | 57,264 | 32,736 | | 90,000 |
| Total Expenditures by Characters | \$ 177,800 | \$ | 90,000 | \$ 7,001 | \$ | 57,264 | \$ 32,736 | \$ | 90,000 |
| NET CHANGE IN FUND BALANCE | \$ - | \$ | - | \$ 218 | \$ | 1,498 | \$ (1,498) | \$ | - |
| Committed funds for 2011 to 2018 (2018) | # | # | | | | | | | |

| | (A) | A) | (| В) | (| C) | | (D) | P | (E) rojected |
|--|-----|----------------|--------|---------|--------|----------------|-----|-----------------------|---------|-----------------|
| | | Final ended | 2020 F | roposed | Year-t | tual o-Date | | timate naining for | Actu | r End-2020 |
| | Bud | dget | Bu | dget | 8/31, | /2020 | (@0 | 8/31/2020) | (1st Am | ended Budget) |
| SUMMARY OF REVENUES BY SOURCES | | | | | | | | | | |
| LOCAL SOURCES: | | | | | | | | | | |
| Interest Earned from Payment | \$ | - | \$ | - | \$ | - | \$ | 3,000 | \$ | 3,000 |
| Interest Earned from Investment | | - | | - | | - | | 6,000 | | 6,000 |
| Total Revenues from Local Sources | \$ | - | \$ | - | \$ | - | \$ | 9,000 | \$ | 9,000 |
| SUMMARY OF EXPENDITURES BY CHARACTERS | | | | | | | | | | |
| Administrative Expenses | | - | | - | | - | | 25,000 | | 25,000 |
| Total Expenditures by Characters | \$ | - | \$ | - | \$ | - | \$ | 25,000 | \$ | 25,000 |
| NET CHANGE IN FUND BALANCE | \$ | - | \$ | - | \$ | - | \$ | (16,000) | \$ | (16,000) |
| Committed funds for 2011 to 2018 (2018) | | # | | | | | | | | |
| ESTIN Committed funds for 2019 Committed funds for 2020 | \$ | - ## | \$ | - | | | | | \$ | 500,000 |
| ESTIMATED ENDING FUND BALANCE | \$ | - ## | \$ | - | | | | | \$ | 484,000 |
| Total 2020 Committed Funds | | ## | | | | | | | | <u> </u> |

| | (| A) | (1 | В) | ((| 2) | | (D) | i | (E) Projected |
|---|-----|------------------------|----|-----------------|-------------------------|--------|-----|---------------------------------------|-----|--|
| | Ame | Final ended dget | | roposed Iget | Act Year-to 8/31/ | o-Date | Ren | stimate naining for 08/31/2020) | Yea | ual Result at ar End-2020 nended Budget) |
| SUMMARY OF REVENUES BY SOURCES | | | | | | | | | • | <u> </u> |
| LOCAL SOURCES: Interest Earned from Payment | \$ | - | \$ | - | \$ | _ | \$ | 5,000 | \$ | 5,000 |
| Interest Earned from Investment | | - | | - | | - | | 10,000 | | 10,000 |
| Total Revenues from Local Sources | \$ | - | \$ | - | \$ | - | \$ | 15,000 | \$ | 15,000 |
| SUMMARY OF EXPENDITURES BY CHARACTERS Administrative Expenses | | - | | - | | - | | 80,000 | | 80,000 |
| Total Expenditures by Characters | \$ | - | \$ | - | \$ | - | \$ | 80,000 | \$ | 80,000 |
| NET CHANGE IN FUND BALANCE | \$ | - | \$ | - | \$ | - | \$ | (65,000) | \$ | (65,000) |
| ESTIMATED EBGINNING FUND BALANCE | \$ | | \$ | | | | | | \$ | 1,320,000 |
| ESTIMATED ENDING FUND BALANCE | \$ | - | \$ | - | | | | | \$ | 1,255,000 |

Jefferson Economic Development Commission End of Month-August 2020 Business Innovation Center (BIC)-Schedule A

| business innovation center (bic)-schedule A | (A) | (B) | (C) | | (D) | (E) | D | (F) rojected |
|--|------------------------------|----------------------------|--------------------|-----|------------------------------------|--------------------------------|---|-----------------|
| | 2019 al Amended Budget | 2020 Proposed Budget | Actual Igust-20 | Yea | Actual ar-to-Date 8/31/2020) | stimate naining for Year | Actual Result at Year End-2020 (1st Amended Budget) | |
| PROGRAM REVENUES | | | | | | | | |
| Tenant Revenue | \$ _ | \$ 24,000 | \$ | \$ | | \$0 | \$ | _ |
| Services | | | | | | | | |
| Total Revenues | \$ - | \$ 24,000 | \$ - | \$ | - | \$ - | \$ | - |
| PROGRAM EXPENDITURES | | | | | | | | |
| Staff Salaries | 48,000 | 50,000 | 4,313 | | 34,506 | 15,494 | | 50,000 |
| Health Benefits & Taxes | 8,100 | 8,150 | 534 | | 5,072 | 3,078 | | 8,150 |
| SEP/IRA-Retirement | 5,900 | 6,100 | 526 | | 4,208 | 1,892 | | 6,100 |
| Communications | 700 | 700 | 58 | | 464 | 236 | | 700 |
| Equipment Rental/Maintenance | - | - | - | | - | - | | - |
| PR/Advertising | - | - | - | | - | - | | - |
| Office Supplies | - | - | - | | - | - | | - |
| Dues & Subscriptions | 100 | 100 | - | | - | 100 | | 100 |
| Postage | - | - | - | | - | - | | - |
| Travel/Mileage | - | - | - | | - | - | | - |
| Staff Development | - | - | - | | - | - | | - |
| Special Projects | - | - | - | | - | - | | - |
| Services | - | - | - | | - | - | | - |
| Bad Debt | | | | | - | - | | - |
| Total Expenditures | \$ 62,800 | \$ 65,050 | \$ 5,431 | \$ | 44,250 | \$ 20,800 | \$ | 65,050 |
| OTHER FINANCING SOURCES (USES) Transfer to other funds | <u>-</u> | | | | <u>-</u> | | | |
| Total other financing sources (uses) | - | - | - | | - | - | | - |
| NET PROGRAM SURPLUS/DEFICIT | \$ (62,800) | \$ (41,050) | \$ (5,431) | \$ | (44,250) | \$ (20,800) | \$ | (65,050) |

| - | | (A) | | (B) | | (C) | | (D) | | (E) | P | (F) rojected | |
|----------------------------------|------|---------------------------------|----|------------------------------|----|---------------------|----|--|----|-----------------------------------|----|--|--|
| | Fina | 2019 Final Amended Budget | | 2020 d Proposed Budget | | Actual August-20 | | Actual Year-to-Date (@ 08/31/2020) | | Estimate Remaining for Year | | ral Result at r End-2020 ended Budget) | |
| PROGRAM REVENUES | | | | | | | | | | | | | |
| Financing Income | \$ | 280,000 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | |
| BRGL & LRCF Fees | | 115,000 | | - | | - | | - | | - | | - | |
| HUD Revenues | | - | | - | | - | | - | | - | | - | |
| EDA Revenues | | - | | 100,000 | | 6,037 | | 24,576 | | 11,424 | | 36,000 | |
| LRCF Revenues | | - | | 120,000 | | 6,610 | | 67,721 | | 27,279 | | 95,000 | |
| ILTAP Revenues | | - | | 65,000 | | 5,784 | | 49,172 | | 25,828 | | 75,000 | |
| EDA COVID Revenues | | - | | - | | - | | - | | 84,000 | | 84,000 | |
| CDBG Fish Fund Revenues | | - | | - | | - | | - | | 27,500 | | 27,500 | |
| JEDCO Development Corp. Revenues | | - | | 150,000 | | 7,001 | | 57,263 | | 52,737 | | 110,000 | |
| Other fees | | | | <u>-</u> | | <u>-</u> | | <u> </u> | | <u>-</u> | | <u> </u> | |
| Total Revenues | \$ | 395,000 | \$ | 435,000 | \$ | 25,432 | \$ | 198,732 | \$ | 228,768 | \$ | 427,500 | |
| PROGRAM EXPENDITURES | | - | | | | | | | | | | | |
| Staff Salaries | | 191,000 | | 207,000 | | 18,137 | | 143,586 | | 100,614 | | 244,200 | |
| Health Benefits & Taxes | | 17,000 | | 22,600 | | 1,653 | | 15,139 | | 17,861 | | 33,000 | |
| SEP/IRA-Retirement | | 23,500 | | 25,300 | | 2,213 | | 17,519 | | 9,996 | | 27,515 | |
| Communications | | 6,000 | | 6,000 | | 779 | | 4,066 | | 3,434 | | 7,500 | |
| Program Costs | | - | | - | | - | | - | | - | | - | |
| Equipment Rental/Maintenance | | 900 | | 1,000 | | 71 | | 497 | | 25,503 | | 26,000 | |
| PR/Advertising | | 30,000 | | 35,000 | | 4,500 | | 10,750 | | 19,250 | | 30,000 | |
| Office Supplies | | 3,500 | | 5,000 | | 65 | | 606 | | 9,394 | | 10,000 | |
| Postage & Coping | | 2,700 | | 1,200 | | 53 | | 717 | | 483 | | 1,200 | |
| Travel/Mileage | | 2,000 | | 4,000 | | - | | 30 | | 2,970 | | 3,000 | |
| Staff Development | | 6,000 | | 6,000 | | - | | 3,594 | | 1,406 | | 5,000 | |
| Dues & Subscriptions | | 12,000 | | 20,000 | | 3,941 | | 12,768 | | 7,232 | | 20,000 | |
| Attorney Fees | | 5,000 | | 1,500 | | - | | 100 | | 1,900 | | 2,000 | |
| Contract Svc./Loan Processing | | - | | - | | - | | - | | 20,000 | | 20,000 | |
| Special Events | | | | - | | | | 723 | | 27 | | 750 | |
| Total Expenditures | \$ | 299,600 | \$ | 334,600 | \$ | 31,412 | \$ | 210,095 | \$ | 220,070 | \$ | 430,165 | |
| NET PROGRAM SURPLUS/DEFICIT | \$ | 95,400 | \$ | 100,400 | \$ | (5,980) | \$ | (11,363) | \$ | 8,698 | \$ | (2,665) | |

Jefferson Economic Development Commission End of Month-August 2020 Economic Development Services (EDS)-Schedule C

| Economic Development Services (EDS) Series | (A) 2019 Final Amended Budget | | | (B) | | (C) | | (D) | | (E) | _ | (F) |
|--|--|----------|----------------------------|----------|---------------------|----------|--|------------|-----------------------------------|----------|--|----------|
| | | | 2020 Proposed Budget | | Actual August-20 | | Actual Year-to-Date (@ 08/31/2020) | | Estimate Remaining for Year | | Projected Actual Result at Year End-2020 (1st Amended Budget) | |
| PROGRAM REVENUES | | | | | | | | | | | | |
| Incentive Fees | \$ | 5,600 | \$ | 2,000 | \$ | 14 | \$ | 1,122 | \$ | 878 | \$ | 2,000 |
| Gretna Revenues | · | - | , | - | | _ | | , <u>-</u> | · | - | · | - |
| Pilot Administration Fees | | 293,620 | | 245,475 | | - | | 139,597 | | 123,600 | | 263,197 |
| Bond Revenues | | <u> </u> | | 22,405 | | | | 21,948 | | <u> </u> | | 21,948 |
| Total Revenues | \$ | 299,220 | \$ | 269,880 | \$ | 14 | \$ | 162,667 | \$ | 124,478 | \$ | 287,145 |
| PROGRAM EXPENDITURES | | | | | | | | | | | | |
| Staff Salaries | | 215,000 | | 225,000 | | 17,952 | | 144,549 | | 85,001 | | 229,550 |
| Health Benefits & Taxes | | 32,000 | | 36,500 | | 2,400 | | 22,087 | | 15,413 | | 37,500 |
| SEP/IRA-Retirement | | 25,500 | | 27,500 | | 2,190 | | 17,634 | | 10,426 | | 28,060 |
| Communications | | 6,200 | | 8,300 | | 565 | | 4,312 | | 5,218 | | 9,530 |
| Program Costs | | 4,000 | | 4,000 | | - | | - | | 4,000 | | 4,000 |
| Equipment Rental/Maintenance | | 1,000 | | 2,000 | | 71 | | 497 | | 1,503 | | 2,000 |
| Office Supplies | | 1,000 | | 1,000 | | 40 | | 460 | | 540 | | 1,000 |
| Dues & Subscriptions | | 32,000 | | 32,000 | | 2,383 | | 20,314 | | 11,686 | | 32,000 |
| Postage | | 2,000 | | 2,000 | | 53 | | 707 | | 1,293 | | 2,000 |
| Data Base Analysis | | - | | 3,000 | | - | | - | | 3,000 | | 3,000 |
| Travel/Mileage | | 4,000 | | 6,000 | | - | | 926 | | 5,074 | | 6,000 |
| Staff Development | | 2,000 | | 6,000 | | - | | 2,524 | | 3,476 | | 6,000 |
| Special Projects | | - | | 4,000 | | 8,040 | | 8,040 | | (4,040) | | 4,000 |
| Seminars/Conferences & Conventions | | 6,000 | | 4,000 | | - | | 405 | | 3,595 | | 4,000 |
| Total Expenditures | \$ | 330,700 | \$ | 361,300 | \$ | 33,694 | \$ | 222,455 | \$ | 146,185 | \$ | 368,640 |
| NET PROGRAM SURPLUS/DEFICIT | \$ | (31,480) | \$ | (91,420) | \$ | (33,680) | \$ | (59,788) | \$ | (21,707) | \$ | (81,495) |

Jefferson Economic Development Commission End of Month-August 2020 Strategic Initiatives-Schedule D

| Statege initiatives suitedate B | - Final | | | (B) 2020 | | (C) | | (D) Actual | (E) Estimate Remaining for | | (F) Projected Actual Result at Year End-2020 | |
|-------------------------------------|------------|----------------------|----|--------------------|----|--------------------|------|-------------------------|-------------------------------|---------------------|---|-----------------------------|
| | | al Amended Budget | F | Proposed Budget | ۸ | Actual ugust-20 | | r-to-Date 8/31/2020) | Rer | maining for Year | | r End-2020 ended Budget) |
| | | Buuget | | Buuget | | ugust-20 | (@ 0 | 0/31/2020) | | Teal | (1St AII | lended Budget) |
| PROGRAM REVENUES | | | | | | | | | | | | |
| Gretna Revenues | \$ | 25,000 | \$ | 25,000 | \$ | - | \$ | 25,000 | \$ | - | \$ | 25,000 |
| Program Revenue | | 230 | | - | | - | | - | | - | | - |
| Total Revenues | \$ | 25,230 | \$ | 25,000 | \$ | | \$ | 25,000 | \$ | | \$ | 25,000 |
| | • | | , | | • | | , | | • | | • | |
| PROGRAM EXPENDITURES | | | | | | | | | | | | |
| Staff Salaries | | 60,500 | | 94,000 | | 10,667 | | 32,859 | | 47,141 | | 80,000 |
| Health Benefits & Taxes | | 7,800 | | 9,000 | | 1,407 | | 10,387 | | 413 | | 10,800 |
| SEP/IRA-Retirement | | 15,000 | | 15,000 | | 1,301 | | 10,473 | | 5,727 | | 16,200 |
| Communications | | 2,000 | | 2,000 | | (160) | | 1,110 | | 1,440 | | 2,550 |
| Program Costs | | 1,500 | | 1,000 | | - | | 198 | | 802 | | 1,000 |
| Equipment Rental/Maintenance | | 400 | | 700 | | 28 | | 196 | | 504 | | 700 |
| Office Supplies | | 550 | | 400 | | 25 | | 313 | | 87 | | 400 |
| Dues & Subscriptions | | 10,000 | | 15,000 | | 1,158 | | 10,302 | | 4,698 | | 15,000 |
| Postage | | 200 | | 200 | | 32 | | 52 | | 148 | | 200 |
| Conferences/Conventions | | 6,500 | | 6,000 | | - | | 2,011 | | 989 | | 3,000 |
| Travel/Mileage | | 2,000 | | 1,600 | | - | | 388 | | 812 | | 1,200 |
| Staff Development | | 4,500 | | 3,500 | | - | | (490) | | 2,240 | | 1,750 |
| Business Attraction Strategy | | 1,000 | | 2,500 | | - | | 500 | | 2,000 | | 2,500 |
| Gretna Expenses | | 25,000 | | 25,000 | | - | | 25,000 | | - | | 25,000 |
| Special Projects | | 1,500 | | 4,000 | | | | 242 | | 3,758 | | 4,000 |
| Total Expenditures | \$ | 138,450 | \$ | 179,900 | \$ | 14,458 | \$ | 93,541 | \$ | 70,759 | \$ | 164,300 |
| NET PROGRAM SURPLUS/DEFICIT | \$ | (113,220) | \$ | (154,900) | \$ | (14,458) | \$ | (68,541) | \$ | (70,759) | \$ | (139,300) |

| • | | (A) | | (B) | | (C) | | (D) | (E) | | (F) Projected |
|--|------|------------------------------|----|----------------------------|----|--------------------|-----|------------------------------------|--------------------------------|-------------|--|
| | Fina | 2019 al Amended Budget | ĺ | 2020 Proposed Budget | A | Actual ugust-20 | Yea | Actual ar-to-Date 8/31/2020) | stimate maining for Year | Acti Yea | rojected ual Result at r End-2020 ended Budget) |
| PROGRAM REVENUES | | | | | | | | | | | |
| Program/Event Revenues | \$ | 16,000 | \$ | 16,000 | \$ | - | \$ | - | \$ 16,000 | \$ | 16,000 |
| Entrepreneur Challenge | | 40,000 | | 40,000 | | - | | - | 0 | | 0 |
| Sponsorship | | 10,000 | | 15,000 | | - | | - | - | | - |
| Prosper Jefferson | | 4,000 | | 1,650 | | - | | 949 | 701 | | 1,650 |
| Press Announcement Fees | | - | | - | | - | | | - | | - |
| Total Revenues | \$ | 70,000 | \$ | 72,650 | \$ | - | \$ | 949 | \$ 16,701 | \$ | 17,650 |
| PROGRAM EXPENDITURES | | | | | | | | | | | |
| Staff Salaries | | 66,000 | | 69,000 | | 5,942 | | 46,753 | 22,247 | | 69,000 |
| Health Benefits & Taxes | | 7,600 | | 14,600 | | 468 | | 4,711 | 9,889 | | 14,600 |
| SEP/IRA-Retirement | | 8,000 | | 8,500 | | 725 | | 5,704 | 2,796 | | 8,500 |
| Communications | | 7,000 | | 7,000 | | 1,239 | | 3,603 | 3,597 | | 7,200 |
| Equipment Rental/Maintenance | | 1,800 | | 2,500 | | 71 | | 497 | 2,003 | | 2,500 |
| PR/Advertising | | 58,000 | | 55,000 | | 3,287 | | 14,254 | 40,746 | | 55,000 |
| Office Supplies | | 1,500 | | 3,000 | | 40 | | 213 | 2,787 | | 3,000 |
| Dues & Subscriptions | | 4,500 | | 4,500 | | 313 | | 2,133 | 3,367 | | 5,500 |
| Postage | | 1,500 | | 750 | | 53 | | 475 | 275 | | 750 |
| Travel/Mileage | | 500 | | 500 | | - | | - | 500 | | 500 |
| Staff Development | | - | | 2,000 | | - | | - | 2,000 | | 2,000 |
| Web-Site Update | | 2,000 | | 2,000 | | 355 | | 1,825 | 175 | | 2,000 |
| Programs/Event | | 40,000 | | 30,000 | | - | | 3,520 | 26,480 | | 30,000 |
| Video Equipment Expenses | | 300 | | 500 | | - | | 136 | 364 | | 500 |
| Entrepeneur Challenge | | 45,000 | | 45,000 | | - | | 125 | (125) | | - |
| Prosper Jefferson Press Announcement Expenses | | 3,500 - | | 1,800 | | <u>-</u> | | 752 - | 1,048 | | 1,800 |
| Total Expenditures | \$ | 247,200 | \$ | 246,650 | \$ | 12,493 | \$ | 84,701 | \$ 118,149 | \$ | 202,850 |
| NET PROGRAM SURPLUS/DEFICIT | \$ | (177,200) | \$ | (174,000) | \$ | (12,493) | \$ | (83,752) | \$ (101,448) | \$ | (185,200) |

| Auministration-schedule P | | (A) | (B) | | (C) | | (D) | | (E) | | (F) Projected |
|--|-----|-------------------------------|----------------------------|----|---------------------|----|--|----|-----------------------------------|--------|--|
| | Fin | 2019 aal Amended Budget | 2020 Proposed Budget | | Actual August-20 | | Actual Year-to-Date (@ 08/31/2020) | | Estimate Remaining for Year | | tual Result at ear End-2020 mended Budget) |
| | | - 0 | - 0 | | <u> </u> | 10 | ,,) | | | (-557) | |
| PROGRAM REVENUES | | | | | | | | | | | |
| Economic Assist. (Select Comfort) ** | \$ | - | \$ - | \$ | - | \$ | - | \$ | - | \$ | - |
| Parish IGA-(GNO, Inc.)*** | | 90,000 | - | | - | | 90,000 | | - | | 90,000 |
| COVID-19 Reimbursement Revenies | | 0 | = | | 4,877 | | 4,877 | | (4,877) | | - |
| Total Revenues | \$ | 90,000 | \$ - | \$ | 4,877 | \$ | 94,877 | \$ | (4,877) | \$ | 90,000 |
| PROGRAM EXPENDITURES | | | | | | | | | | | |
| Staff Salaries | | 616,000 | 605,000 | | 53,960 | | 434,150 | | 175,050 | | 609,200 |
| Health Benefits & Taxes | | 61,000 | 71,200 | | 5,082 | | 46,540 | | 25,560 | | 72,100 |
| SEP/IRA-Retirement | | 72,000 | 73,200 | | 6,346 | | 51,022 | | 22,693 | | 73,715 |
| Communications | | 10,000 | 11,000 | | 775 | | 9,710 | | 2,890 | | 12,600 |
| Equipment Rental/Maintenance | | 1,000 | 4,000 | | 71 | | 497 | | 3,503 | | 4,000 |
| Office Supplies | | 9,000 | 16,000 | | 354 | | 2,960 | | 13,040 | | 16,000 |
| Dues & Subscriptions | | 2,200 | 1,500 | | 478 | | 2,780 | | (1,280) | | 1,500 |
| Postage | | 3,000 | 3,000 | | 53 | | 1,189 | | 1,811 | | 3,000 |
| Committee Meetings | | 8,000 | 10,000 | | - | | 1,605 | | 8,395 | | 10,000 |
| Seminars/Conventions | | 4,000 | 4,000 | | - | | 641 | | 3,359 | | 4,000 |
| Accounting/Audit | | 40,000 | 40,000 | | 12,000 | | 22,420 | | 17,580 | | 40,000 |
| Insurance | | 36,000 | 36,000 | | 2,264 | | 15,604 | | 20,396 | | 36,000 |
| Business Development | | 5,200 | 5,000 | | (900) | | 2,300 | | 2,700 | | 5,000 |
| Travel/Mileage | | 7,000 | 8,000 | | - | | 184 | | 7,816 | | 8,000 |
| Staff Development | | 1,500 | 3,000 | | - | | 1,662 | | 1,338 | | 3,000 |
| Administrative Fees | | 13,000 | 13,000 | | 720 | | 6,601 | | 6,399 | | 13,000 |
| Computer/Equip./Svc. | | 60,000 | 80,000 | | 4,843 | | 24,617 | | 55,383 | | 80,000 |
| AEDO Accreditation | | - | - | | - | | - | | - | | - |
| Personnel Expenses | | 3,000 | 7,000 | | 780 | | 3,130 | | 3,870 | | 7,000 |
| Emergency Expenses | | - | 3,000 | | - | | - | | 3,000 | | 3,000 |
| Attorney Fees | | 7,000 | 9,000 | | 1,230 | | 1,710 | | 7,290 | | 9,000 |
| Neighborhood Revitalization Expenses * | | 2,000 | 2,000 | | - | | - | | 2,000 | | 2,000 |
| Economic Assist. (Select Comfort) ** | | 33,330 | 25,000 | | - | | 25,000 | | - | | 25,000 |
| Parish IGA-(GNO, Inc.)*** | | 45,000 | 45,000 | | - | | 45,000 | | 45,000 | | 90,000 |
| Video Conferencing | | = | = | | (1,993) | | 137 | | 4,863 | | 5,000 |
| COVID-19 Expenses | | - | - | | 11,136 | | 11,136 | | (11,136) | | <u>-</u> |
| Total Expenditures | \$ | 1,039,230 | \$ 1,074,900 | \$ | 97,199 | \$ | 710,595 | \$ | 421,520 | \$ | 1,132,115 |
| NET PROGRAM SURPLUS/DEFICIT | \$ | (949,230) | \$ (1,074,900) | \$ | (92,322) | \$ | (615,718) | \$ | (426,397) | \$ | (1,042,115) |

^{*}Restricted funds of \$49,725 received from J.P. in 2015 for Strategic Neighborhood Revitalization Plan project with expenses occurring in 2016 (\$47,948) and 2017 (\$1,777). Additional related expenses incurred by JEDCO are also included.

^{**}Restricted funds of \$158,330 received from J.P. in 2017 for Select Comfort project. Expenses are expected to be paid out in 2018 (\$100,000), 2019 (\$33,330) and 2020 (\$25,000).

^{***}Restricted funds of \$90,000 received from J.P. for GNO, Inc. with expenses occuring ind 2019 (\$45,000) and 2020 (\$45,000)

| | (A) | (B) | (C) | (D) | (E) | (F) |
|----------------------------------|---------------|------------|-----------|----------------|---------------|-------------------------------|
| | 2019 | 2020 | | Actual | Estimate | Projected Actual Result at |
| | Final Amended | Proposed | Actual | Year-to-Date | Remaining for | Year End-2020 |
| | Budget | Budget | August-20 | (@ 08/31/2020) | Year | (1st Amended Budget) |
| PROGRAM EXPENDITURES | | | | | | |
| Staff Salaries | 83,000 | 82,000 | 6,940 | 55,724 | 26,276 | 82,000 |
| Health Benefits & Taxes | 14,000 | 16,000 | 1,079 | 9,979 | 6,021 | 16,000 |
| SEP/IRA-Retirement | 9,900 | 10,200 | 847 | 6,801 | 3,399 | 10,200 |
| Communications | 2,000 | 4,000 | 18 | 727 | 3,273 | 4,000 |
| Travel/Mileage | 500 | 500 | - | - | 500 | 500 |
| Repairs and Maintenance | 11,100 | 6,500 | - | 450 | 6,050 | 6,500 |
| Janitorial Services | 29,000 | 35,000 | 3,238 | 13,611 | 21,389 | 35,000 |
| Utilities | 32,000 | 40,000 | 5,390 | 22,484 | 17,516 | 40,000 |
| Security | 1,900 | 1,000 | 120 | 1,134 | (134) | 1,000 |
| Insurance | 50,000 | 50,000 | 3,246 | 25,402 | 24,598 | 50,000 |
| Lawn Maintenance | 15,000 | 15,000 | - | 5,150 | 9,850 | 15,000 |
| Garbage Collection | 1,700 | 2,000 | 361 | 823 | 1,177 | 2,000 |
| Generator Maintenance | 4,000 | 3,000 | 488 | 488 | 2,512 | 3,000 |
| Bldg. Supplies | 5,500 | 5,500 | (1,202) | 6,830 | 3,170 | 10,000 |
| Water | 1,200 | 2,400 | 24 | 132 | 2,268 | 2,400 |
| Dues and Subscriptions | 300 | 300 | - | 250 | 50 | 300 |
| HVAC Maintenance | 18,000 | 18,000 | 1,444 | 11,552 | 6,448 | 18,000 |
| Elevator Repairs and Maintenance | 5,500 | 5,400 | 568 | 4,530 | 870 | 5,400 |
| Door Mat Services | 2,100 | 2,100 | 412 | 1,281 | 819 | 2,100 |
| Pest Control | 1,500 | 2,500 | - | 1,192 | 1,308 | 2,500 |
| Generator Repairs | - | 2,500 | - | - | 2,500 | 2,500 |
| Professional Development | 3,000 | 3,000 | - | 268 | 32 | 300 |
| JEDCO Loan Payment | 212,100 | 211,514 | - | 211,513 | 1 | 211,514 |
| Pond Retention | 800 | 3,000 | - | - | 3,000 | 3,000 |
| Office Build-out | | | | | | |
| Total Expenditures | \$ 504,100 | \$ 521,414 | \$ 22,973 | \$ 380,321 | \$ 142,893 | \$ 523,214 |

Jefferson Economic Development Commission End of Month-August 2020 Tech Park Expenses-Schedule H

| | | (A) | | (B) | | (C) | | (D) | | (E) | , | (F) Projected |
|--|---------------------------------|----------|----------------------------|----------|---------------------|------------|--|------------|-----------------------------------|-------------|---|------------------|
| | 2019 Final Amended Budget | | 2020 Proposed Budget | | Actual August-20 | | Actual Year-to-Date (@ 08/31/2020) | | Estimate Remaining for Year | | Actual Result at Year End-2020 (1st Amended Budget) | |
| PROGRAM REVENUES | | | | | | | | | | | | |
| Common Area Revenues Insurance (Pond) | \$ | 21,000 | \$ | 22,000 | \$ | 9,959 - | \$ | 9,959 - | \$ | 12,041 - | \$ | 22,000 |
| Total Revenues | \$ | 21,000 | \$ | 22,000 | \$ | 9,959 | \$ | 9,959 | \$ | 12,041 | \$ | 22,000 |
| PROGRAM EXPENDITURES | | | | | | | | | | | | |
| Landscaping | | 9,500 | | 12,500 | | - | | 9,636 | | 2,864 | | 12,500 |
| Grass Cutting/Clearing/Fill | | 7,700 | | 15,000 | | 2,000 | | 6,000 | | 9,000 | | 15,000 |
| Utilities | | 1,000 | | 3,000 | | 640 | | 5,029 | | (2,029) | | 3,000 |
| Repairs and Maintenance | | 100 | | 4,000 | | - | | - | | 4,000 | | 4,000 |
| Access Road Expenses | | - | | 5,000 | | - | | - | | 5,000 | | 5,000 |
| Hog Abatement | | 38,500 | | 38,500 | | 6,425 | | 28,910 | | 9,590 | | 38,500 |
| Appraisal Expenses | | - | | - | | - | | - | | - | | - |
| Delgado Road Extension | | | | - | | | | - | | | | |
| Total Expenditures | \$ | 56,800 | \$ | 78,000 | \$ | 9,065 | \$ | 49,575 | | 28,425 | \$ | 78,000 |
| OTHER FINANCING SOURCES (USES) | | | | | | | | | | | | |
| Transfer to other funds | | - | | - | | - | | - | | - | | - |
| Transfer from other funds | | | | | | | | | | | | |
| Total other financing sources (uses) | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| NET PROGRAM SURPLUS/DEFICIT | \$ | (35,800) | \$ | (56,000) | \$ | 894 | \$ | (39,616) | | (16,384) | \$ | (56,000) |

Jefferson Economic Development Commission End of Month-August 2020 Conference Center-Schedule I

| | | (A) | (B) | | (C) | | | (D) | (E) | | (F) Projected | | |
|-----------------------------|--------|---------------|--------|----------|-----------|---------|------|-------------|-----------------------|----------|----------------------|--------------|--|
| | | 2019 | | 2020 | | | | Actual | Estimate | | Actu | al Result at | |
| | Fina | Final Amended | | Proposed | | Actual | | ar-to-Date | Remaining for Year | | Yea | r End-2020 | |
| | Budget | | Budget | | August-20 | | (@ 0 | 08/31/2020) | | | (1st Amended Budget) | | |
| PROGRAM REVENUES | | | | | | | | | | | | | |
| Building Rent | \$ | 13,700 | \$ | 20,000 | \$ | - | \$ | 1,785 | \$ | 215 | \$ | 2,000 | |
| Food & Beverage Revenues | | , - | | 1,000 | | - | | 442 | | 58 | | 500 | |
| | - | | | , | | | | | | , | | | |
| Total Revenues | \$ | 13,700 | \$ | 21,000 | \$ | - | \$ | 2,227 | \$ | 273 | \$ | 2,500 | |
| PROGRAM EXPENDITURES | | | | | | | | | | | | | |
| Repairs and Maintenance | | 3,000 | | 5,500 | | - | | - | | 5,500 | | 5,500 | |
| Utilities | | 12,500 | | 22,000 | | 1,833 | | 7,227 | | 4,773 | | 12,000 | |
| Contract Services | | 18,500 | | 18,500 | | (102) | | 15,185 | | 3,315 | | 18,500 | |
| Sales and Marketing | | - | | 5,500 | | - | | - | | - | | - | |
| Supplies | | 1,200 | | 10,000 | | (241) | | 468 | | 9,532 | | 10,000 | |
| Security | | 500 | | 500 | | - | | - | | - | | - | |
| Food & Beverage Expenses | | 250 | | 1,000 | | - | | 442 | | 58 | | 500 | |
| Fire System | | 7,100 | | | | | | | | | | - | |
| Total Expenditures | \$ | 43,050 | \$ | 63,000 | \$ | 1,490 | \$ | 23,322 | \$ | 23,178 | \$ | 46,500 | |
| NET PROGRAM SURPLUS/DEFICIT | \$ | (29,350) | \$ | (42,000) | \$ | (1,490) | \$ | (21,095) | \$ | (22,905) | \$ | (44,000) | |