Transmittal to Louisiana Legislative Auditor of Comprehensive Budget Information

Transferring Agency: Office of the Lt. Governor/Department of Culture, Recreation & Tourism

Agency #: 267/Tourism **Program #: 200**

Receiving Agency or Entity

Name	Type	$ Amount
Louisiana Tourism Coastal Coalition	~CEA-BP Funds	$5,000,000.00
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Please attach email submission/documentation.

Submitted by: Charlotte Galloway **Date Submitted:** 12/15/10

DCRT-OT-10-91
CFMS #693899
Amendment # 1

Amendment to Agreement between State of Louisiana
Department of Culture, Recreation and Tourism
Office of Tourism
AND
Houma Area Convention and Visitors Bureau
Representing the Louisiana Tourism Coastal Coalition
1114 Tourist Drive, Gray, LA 70359
Vendor Number: 72-0872641

Amendment Provisions

The initial agreement was entered into between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, and the Houma Area Convention and Visitors Bureau acting on behalf of the Louisiana Tourism Coastal Coalition (LTCC) to implement services funded by monies provided by British Petroleum as a result of the BP-Deepwater Horizon Oil Spill, services to mitigate damages to the Louisiana tourism industry. Upon implementation of the agreement the LTCC was not considered an official legal entity, operating under an assigned tax identification number, and was not organized with management staff to ensure operations and services. The organization is now established and has hired the needed staff; therefore all parties agree that this amendment 1) ensures that all financial requirements and service responsibilities and obligations are transferred to the LTCC 2) changes the tax identification number in order that payments will be received by the LTCC instead of Houma Area CVB and 3) extends the termination date of the agreement from December 31, 2010 to extend on June 30, 2011 in order to allow additional time to implement services according to the proposed plan.

Change 1)

Delete the following language from page 1, paragraph 1:

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "State," and Houma Area Convention and Visitors Bureau, domiciled at 1114 Tourist Drive, Gray, LA 70359 and whose mailing address is P. O. Box 2792, Houma, LA 70361, representing the Louisiana Tourism Coastal Coalition; hereinafter referred to as "Contractor."

Add the following language to page 1, paragraph 1:

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "State," and the Louisiana Tourism Coastal Coalition; 3330 North Causeway Boulevard, Suite 318, Metairie, LA, 70002, hereinafter referred to as "Contractor."

Change 2)

Delete the following language from page 5, under Taxes:

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under the Federal tax identification number 72-0872641.

Add the following language to page 5, under Taxes:

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under the Federal tax identification number **27-3137790.**

Change 3)

Delete the following language from page 6, Term of the Contract:

This contract shall begin on June 1, 2010 and shall terminate on December 31, 2010.

Add the following language to page 6, Term of the Contract:

This agreement shall begin on June 1, 2010 and shall terminate on June 30, 2011.

Amendment becomes effective: August 11, 2010

Justification for amendment:

Initially when entering into the agreement, Houma Area Convention and Visitors Bureau was acting as fiscal agent on behalf of the Louisiana Tourism Coastal Coalition (LTCC) to implement services to mitigate damages to the tourism industry caused by the BP-Deepwater Horizon Oil Spill. The LTCC is now an official legal entity, operating under an assigned tax identification number, and is organized with management staff to ensure operations. All parties agree by signature under this amendment to transfer all services and fiscal responsibilities to the Louisiana Tourism Coastal Coalition as intended in order that the LTCC has the ability to receive funding for services.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

JHutchinson 9-16-10

Jim Hutchinson, Assistant Secretary (Date)
DCRT, Office of Tourism

Pam Breaux 9-15-10

Pam Breaux, Secretary (Date)
Department of Culture, Recreation and Tourism

Sharon Aucoin Alford 9/14/10

Sharon Aucoin Alford, Chairperson (Date)
Houma Area Convention and Visitors Bureau

9/14/10

Kristin McLaren Mickal, Executive Director (Date)
Louisiana Tourism Coastal Coalition

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "State," and Houma Area Convention and Visitors Bureau, domiciled at 1114 Tourist Drive, Gray, LA 70359 and whose mailing address is P. O. Box 2792, Houma, LA 70361, representing the Louisiana Tourism Coastal Coalition; hereinafter referred to as "Contractor."

WITNESSETH:

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

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

WHEREAS, the Governor of the State of Louisiana issued Proclamation No. 20 BJ 2010 and extended by Proclamation No. 37 BJ 2010 declaring a State of Emergency in regards to the BP - Deepwater Horizon Oil Spill and under this proclamation Section 1 declares, "Pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act, R. S. 29:721, et seq., a state of emergency is declared to exist in the State of Louisiana as a result of the potential impact of oil leaking from the Deepwater Horizon along the Louisiana coast which has created emergency conditions that threaten the natural resources of the State, and the economic livelihood and property of the citizens of the State"; and

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

WHEREAS, BP in response to the oil spill damages created by the accident in the Gulf of Mexico, granted $15 million ($15,000,000.00) to Louisiana for the purpose of mitigating damages and impairments that have resulted from the incident to the Louisiana tourism industry, and

WHEREAS, from the $15 million BP grant to Louisiana, funding in the amount of **Five Million dollars and no/cents ($5,000,000,00)** shall be allocated under this agreement to the Louisiana Tourism Coastal Coalition (LTCC) to mitigate damages to the tourism industry caused by the disaster by publicizing, promoting, advertising and marketing Louisiana's tourism assets to potential visitors such as vacationers, business travelers, meeting and convention attendees, special and sporting event attendees and other potential tourists; and

WHEREAS, since the April 20, 2010 Deepwater Horizon oil rig explosion in the Gulf of Mexico, millions of gallons of oil have oozed into the waters of the coast of Louisiana making it the largest

environmental disaster in U. S. history, affecting wildlife and fisheries, causing casualties of affected species to wash upon the gulf shores such as fish, sea turtles, dolphins, and migratory birds; therefore charter fishing and associated businesses of Louisiana have been significantly affected impacting lodging, marine fishing, restaurants, fishing suppliers and other businesses in the region; and

WHEREAS, after a series of meetings the coastal parishes have united in a collaborative effort to address the challenges created and to find ways to counter the ecological and economical tourism impact of the disaster by communicating in one voice to form the Louisiana Tourism Coastal Coalition (LTCC). The Louisiana coastal parishes represented in this collaboration are Calcasieu/Cameron, Iberia, Jefferson, Lafourche, Plaquemines, St. Bernard, St. Mary, St. Tammany, Terrebonne, and Vermillion, and

WHEREAS, the LTCC has developed and proposed to the State a plan inclusive of strategies for marketing, advertising, public relations, and government relations campaigns; which will involve branding, managing, retention and expansion of fishing and nature-based tourism, broadcast advertising, print and outdoor advertising, trade show marketing, internet and e-commerce marketing, FAM tours, public relations, and other related marketing activities, and

WHEREAS, the Department of Culture, Recreation and Tourism has the legal authority to engage in this agreement and a reasonable expectation of receiving at least equivalent value in exchange for this expenditure. The public benefit is to continue to maintain awareness and a positive image of the state as a tourism destination, despite the negative media and publicity associated with the oil spill. The goal is to continue promoting Louisiana as a unique and desirable travel destination, notify the public that Louisiana is still open for tourism business and to counter negative publicity with positive publicity to stabilize and maintain Louisiana's economy and tourism industry.

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

Scope of Services

Contractor hereby agrees to furnish the following services as provided in greater detail in Exhibits: A) Monitoring, B) Budget and C) Proposed Plan (submitted for a $10,000,000.00 budget), which are by this reference incorporated herein:

Implementation of the Plan

Contractor shall begin the implementation of the collaborated plan to counter negative publicity associated with the BP Gulf oil spill which is affecting businesses in the area to include charter fishing and related businesses, tour operators, hospitality arenas such as hotels and restaurants, park and recreation facilities, festivals, attractions, shopping and other tourism related business facilities.

Contractor shall effectively provide the following services:

Management – Contractor shall ensure the success of the coalition by employing a qualified and experienced Executive Director to be responsible for all services and to establish accountability measures as it relates to marketing and publicity services, subcontractors, grantees, partners, vendors, and other stakeholders and shall be fully accountable for all budgetary elements of expenditures.

Branding- Contractor shall develop an image strategy and shall define and implement marketing to include strategies for logo, image, collateral materials, online marketing, packaging, website development, video productions for broadcast advertising, trade show displays, e-commerce campaigns, outdoor media, and print advertising.

Public Relations- Contractor shall keep appropriate media, journalists, stakeholders and public officials informed on the progress, providing ongoing communication on a regional and national level to include providing updates in regards to the success of tourism efforts in the coastal parishes.

Strategic TV Advertising Placement –Louisiana coastal charter fishermen are largely affected by the disaster and LTCC has identified target markets to be reached. Five 60-second commercials, five 30-second commercials and five 15-second commercials will be developed to feature stakeholders impacted most by the disaster which will include charter fishing, nature trails and tours, boating including kayaking, canoeing, pirogueing, outdoor attractions and other coastal experiences.

The media broadcasts will air in the following identified markets: Alabama, Arkansas, Georgia, Mississippi, Missouri, Tennessee, Texas, and any additional markets that will target the appropriate audiences (see details in the proposal).

Strategic Print Placement - Contractor shall work to revive the fishing, hunting, birding and boating industries through a creative print campaign in leading journals and publications to include publications such as Bassmaster, Field and Stream, Fly Rod and Reel, In The Bite, Saltwater Sportsmen, Sport Fishing, Outdoor Life, ESPN Magazine, National Geographic Traveler, Outside Magazine, Canoe and Kayak, Boating Magazine, Wild Bird Magazine and National Wildlife (see details in the proposal).

Outdoor Marketing – Contractor shall initiate an aggressive eye-catching billboard campaign to attract visitors to VisitLouisianaCoast.com, a website intended to promote Louisiana tourism in coastal areas. The intent is to produce attractive, colorful billboards that showcase Louisiana's coastal area adventures and ensure that the outdoor marketing is strategically placed in markets that comprise the highest coastal visitor travel areas to lure visitors back to the waters of Louisiana.

Direct Mail - Contractor shall compile a comprehensive database of clients to promote the Louisiana Coast and offer timely information on fishing and outdoor recreational opportunities. Contractor shall create a 16-page "Visit Louisiana Coast Adventure Guide" to send to all members of the databases and to others who are responsive to the ad campaigns. A personalized "Wish you were here" postcard campaign will be implemented for visitors who have chartered Louisiana fishing boats in the past.

Internet Marketing - Contractor shall develop an interactive coastal adventure website with components that will allow visitors to navigate the coast and the many available amenities. Online webmercials will bring site visitors up-close and provide access to a virtual multimedia brochure that will catalogue the many adventures, amenities and attractions, and Contractor shall maintain a database for all e-mail subscribers to distribute e-newsletters on at least a quarterly basis.

Festivals and Rodeos- Contractor shall develop an outreach program for festival and rodeo providers impacted by the oil spill disaster that will assist them in promoting the return of festivals to revive visitor participation. Guidelines will be developed, which will be designed to dedicate funds to be issued by the LTCC Board to allow festivals and rodeos to regain footing. Guidelines for dissemination of funds and promotional support will be provided to the state once established.

Trade Shows – Contractor shall participate in a variety of trade shows designed to promote the Louisiana Coastal Areas (see detailed list in the proposed plan)

Familiarization Tours – Contractor shall plan, organize and implement familiarization tours, at free and reduced rates to travel professionals to acquaint them with destinations, attractions, and suppliers of Louisiana tourism services. The goal is a minimum of 10 participants bi-monthly to include travel planners, travel journalists, group planners and other professionals who are positioned to provide information to the traveling public. The tours are intended to offer opportunities to national and international professionals to experience Louisiana's coastal, nature-based, leisure tourism, charter services, lodging, food and restaurants, and attractions.

Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement with attached Exhibits shall take precedence, followed by the terms of the Contractor's proposal.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of Five Million Dollars and no/cents ($5,000,000.00) from the initial Fifteen Million Dollars and no/cents ($15,000,000.00) outlay by BP to mitigate tourism losses. Travel and other reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed separately. Payment will be made only on approval of Jack Warner, Deputy Assistant Secretary of Tourism, his supervisor, designee or successor. All subcontractors to this agreement must be fully disclosed by the Contractor to the State. All businesses that are subcontractors to this agreement must be registered and "in good standing" with the Louisiana Secretary of State's Office.

Upon completion of services to the reasonable satisfaction of the State, Contractor shall request payments in the following manner:

LTCC Initial Funding:

The Contractor (the LTCC) is an unfunded, recently-formed 501(c)6 entity established for the original purpose of creating a united voice of all coastal parishes in the mitigation of tourism losses due to the BP oil spill disaster of April 20, 2010, and as such, the Contractor will require initial funding to operate effectively and efficiently as a tourism marketing organization.

The Contractor, therefore, will receive 20% of the dedicated funds upon execution of the contract, receipt of an original invoice requesting payment, and a comprehensive start-up plan detailing anticipated operational expenses with a comparable value of $1,000,000.00 to utilize for start-up costs and initial funding needs.

LTCC Reimbursable Funding:

The Reimbursable Funding program is as outlined:

Contractor shall submit at least, quarterly comprehensive **Progress Reports** and an original invoice for the total amount of funding being requested. All requests for payments must include a complete listing of services being provided, accompanied by attached supporting documentation for the payment request such as detailed monthly operating expenses, approved proposals or commitments, contractual agreements, copies of invoices and canceled checks, and a listings of services including media outlets dates of services, timelines, number of advertising ads, etc, in accordance with the attached budget (Exhibit B) of this agreement. All **Progress Reports** shall provide the full details of services in order to justify each payment request. Upon verification of the billable services noted on the invoice request, and in accordance with the terms the agreement, the Contract Monitor will authorize the release of the payment. The State reserves the right to reconcile downward adjustments to any payment request that is not in compliance with the budget.

State will make every attempt to process any invoice request to release funds within 30 days of the receipt of any invoice on the condition that all required documentation for expenditures are provided with the invoice request.

LTCC Final Funding:
In the event that the final 10% of the total grant is the only remaining funding of the LTCC, then the Contractor shall revert to monthly Expense and Progress Reports submitting original "paid" invoices on the 15th day of each month beginning the month following the LTCC's last reimbursable payment until all funds are expended.

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

If it is found in any audit that the Contractor defaulted on the agreement, breached the terms of the agreement, ceased to do business as agreed, or ceased to do business in Louisiana, the Contractor shall be required to repay the State in accordance with the State's terms.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under the Federal tax identification number 72-0872641.

Termination for Cause

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

Termination for Convenience

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

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

Ownership

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

Assignment

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for

money due or to become due to the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

Fiscal Funding Clause

The continuation of this contract is contingent upon Five Million Dollars and no/cents ($5,000,000.00) being granted to the Contractor (LTCC) from the initial Fifteen Million Dollars and no/cents ($15,000,000.00) outlay by BP to mitigate tourism losses.

Term of Contract

This contract shall begin on June 1, 2010 and shall terminate on December 31, 2010.

Discrimination Clause

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, Federal Executive Order 11246, 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, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

Indemnification Clause

Contractor shall indemnify and hold harmless the State against any and all final judgments of sums of money to any party for loss of life or injury or damage to person or property to the extent that any such final judgment results from any negligent act or omission of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

Amendment Clause

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on June 29, 2010.

WITNESSES:

Department of Culture, Recreation, & Tourism

Pam Breaux, Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on June 29, 2010.

WITNESSES:

Jim Hutchinson, Assistant Secretary
DCRT, Office of Tourism

THUS DONE AND SIGNED AT Houma, Louisiana on June 29, 2010.

WITNESSES:

Louisiana Tourism Coastal Coalition

Sharon Aucoin Alford
Chairperson

EXHIBIT A

Agency Name: DCRT, Office of Tourism

Contractor's Name: Louisiana Tourism Coastal Coalition

Contract Monitor: Jack Warner, Deputy Assistant Secretary of Tourism

Detailed Goals and Objectives: The goal is to implement the Louisiana Tourism Coastal Coalition marketing, publicity, advertising and public relations plan designed to mitigate tourism losses and impairments that have resulted from the BP oil spill disaster which has greatly impacted the Louisiana tourism industry. The objectives are to develop a branding logo, collateral materials, packaging criteria, online marketing communication, website presence, video productions for advertising, promotional tools for ad displays, e-commerce campaign designs, and outdoor and print advertising materials.

Deliverables: include all services listed under the Scope of Services to include branding, management and financial accounting, production of video commercials, public relations efforts, ad placement to include radio, print and television, outdoor marketing, direct mail marketing, internet marketing, assistance to festival and rodeo providers, participation in trade shows, website design, familiarization tours, progress reports and supporting documentation for services.

Performance Measures: Contractor's performance will be measured by the timeliness of services, and results derived from the marketing efforts to include quality marketing tools developed, ad visibility, number and attendance at FAM tours, media attention, website quality and links, number and sources for media buys, quality of billboard advertising, tourism impact as a result of marketing efforts, stabilization of the tourism economy with the least possible reduction of revenue, tourism inquiries generated and the financial accounting of funding.

Monitoring Plan: Jack Warner of the Office of Tourism will serve as the State's Contract Monitor and will ensure the Contractor's adherence to the terms of the contract.

- Contract monitor will ensure that the LTCC Initial Funding (10% of the total contract) will be used to facilitate start-up costs and initial expenses.
- Contract Monitor will review services and verify the completion of services prior to authorizing the release of payment for an invoice to the Contractor.
- Contractor Monitor will verify the information provided in progress reports and will review supporting documentation for expenses to determine compliance and to measure the effectiveness of results relative to the stated goals, objectives and performance measures.
- Contract monitor will submit to the Office of Management and Finance an evaluation report of the Contractor's performance within 45 days of the termination date.

Utility of Final Product: Services provided under this agreement will assist the state in maintaining awareness and a positive image of the state, despite the tragedy of the oil spill, as a unique and desirable travel destination, open for tourism business. The goal is to implement the tourism marketing and publicity plan to increase tourism activities in the coastal areas and to stabilize and maintain Louisiana's economy and tourism industry, despite the tourism challenges that are resulting from the spill.

EXHIBIT B

BUDGET
Louisiana Tourism Coastal Coalition 2010 Plan

LTCC BUDGET EXHIBIT B		$ 5,000,000.00
Line Item	Description	Projected Cost
Branding	Contract	$ 28,000.00
LTCC Management & Performance Incentives	Executive Director	$ 90,000.00
LTCC Office Supplies & Products	LTCC Office	$ 15,000.00
Fishing Shows on Location	10 Shows	$ 120,000.00
Public Relations	Contract	$ 88,000.00
Government Relations	Contract	$ 48,000.00
Television Production/Placement	5 commercials + 20 TV Flights	$ 2,635,000.00
Print Production Campaign/Placement	9 Full Page Print Ads + 14 Publications	$ 382,000.00
Billboard Production/Placement	20 boards/6 months	$ 284,000.00
Direct Mail Production/Printing/Mailing	8 mailers/Charter Operators Lists	$ 172,000.00
Web Design /Management/Optimization/Advertising & E-Commerce Campaigns with Lists	Contract	$ 162,000.00
Festival Restoration Campaigns	LTCC Internal Grant Application	$ 200,000.00
Tournament Hosting Fees	LTCC Internal Grant Application	$ 200,000.00
Trade Show Display	3D with video	$ 42,000.00
Trade Show Registration/Expenses	Fees & Expenses	$ 152,000.00
New Orleans Hotel Marketing Collateral	16 Page Guide 100,000	$ 72,000.00
FAM Tours	Management/Expenses	$ 225,000.00
Transitional Tourism Development	Product Promotion	$ 85,000.00
TOTAL		$ 5,000,000.00

AGREEMENT

This agreement ("Agreement") dated as of June 1, 2010, by and between BP Exploration & Production Inc. ("BP") and the State of Louisiana, acting through its Lieutenant Governor and Secretary of the Department of Culture, Recreation & Tourism (the "State").

RECITALS

A. The explosion at the Deepwater Horizon Oil Rig located in the Gulf of Mexico and the resulting oil spill (the "Event") have the potential to affect the State's tourism industry. BP desires to assist the State by providing fifteen million dollars ($15,000,000) (the "Payment") to the State for use in addressing tourism concerns in the State resulting from the Event as provided herein.

B. The United States Coast Guard has designated BP as a Responsible Party for the Event under the Oil Pollution Act of 1990.

C. BP and the State do not intend the Payment to hamper, limit, or otherwise affect in any way, any other payments or sources of funding available to the State in responding to the Event, removing or assessing damages to the State's natural resources, or any other causes of action, claims or remedies available to the State resulting from or related to the Event; and, such Payment shall not affect funds received by the State from the National Pollution Fund Center (NPFC) through the Pollution Removal Fund Authorization (PRFA) process.

D. BP and the State do not intend the Payment to hamper, limit, or otherwise affect in any way, any other payments or sources of funding available to any other person, parish, or other political subdivision in responding to the Event, or any other causes of action available to them resulting from or related to the Event; and, such Payment shall not affect funds received by persons or political subdivisions from the National Pollution Fund Center (NPFC) through the Pollution Removal Fund Authorization (PRFA) process.

E. BP and the State do not intend the Payment to replace any other funds, grants, assistance, or reimbursement BP is providing, or would otherwise provide, to a parish or other political subdivision of the State directly; and, any such funds, grants, assistance or reimbursement BP is providing, or would otherwise provide to the parish or other political subdivisions are not intended or required to flow through the State.

F. BP and the State do not intend this Agreement to affect any right to reimbursement exercised or exercisable by the NPFC in connection with the Event. BP and the State also do not intend this Agreement to affect, modify, alter, hinder or forestall any claims that the State may have against any other Responsible Party.

G. BP and the State agree that the State shall not seek reimbursement from the

NPFC, or any similar fund, or from BP or any of its affiliates, for costs that the State has already paid out of the Payment, the intent being that the State shall not receive a double payment for the same costs.

NOW, THEREFORE, BP and the State hereby agree as follows:

1. Payment. Promptly after the execution and delivery of this Agreement, BP shall provide the Payment to the State by wire transfer of such amount to an account established for such purpose by the Designated State Agency (as defined below). The Payment shall be irrevocable and nonrefundable.

2. Use of the Payment. The Payment shall be used by the Designated State Agency to promote tourism in the State in a manner designed to alleviate or mitigate concerns resulting from the Event; provided, for the avoidance of doubt, that the physical location for events promoting such tourism shall not be restricted so long as such events have the purpose and effect of alleviating or mitigating tourism-related concerns in the coastal areas of Louisiana affected by the Event. In addition, the Payment shall be used by the Designated State Agency no later than six months from the last to occur of: i) the date of total cessation of hydrocarbon flow from the MC 252 #1 Well, Macondo Prospect, OCS-G-32306 (the "Well"); or ii) the date that cement plugs have isolated the reservoir in the Well, (the "Payment Use Date"). In the event that, at the time of the Payment Use Date, fishing, water activity or beach areas remain closed by order of federal, state or local governmental authorities due to the Event, then BP and the State shall meet in good faith to agree an extension of time to the Payment Use Date as applied to the specific portion of the Payment that the State has dedicated for use in the relevant closed areas. Subject to the foregoing, the Designated State Agency shall have full discretion to determine the appropriate use of the Payment for such purpose and shall keep reasonably detailed records of how the Payment has been used and disbursed. The State shall send BP a report of disbursements of the Payment promptly after Payment Use Date. In addition, BP shall have reasonable access to the State's disbursement records and shall have the ability to make inquiries to the Designated State Agency from time to time to monitor the use and disbursement of the Payment. The parties further agree that the payment and disbursement of the Payment will be in compliance with all applicable laws and regulations.

3. Designated State Agency. As used herein, the "Designated State Agency" shall be the Louisiana Department of Culture, Recreation & Tourism or such other agency or authority as to which the State and BP may agree.

4. Miscellaneous. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein and supersedes all prior negotiations. understandings and agreements with regard thereto. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement. This Agreement may be executed in one or more counterparts each of which shall be considered an original counterpart, and shall become a binding agreement when each of the parties shall have each executed one counterpart. This Agreement shall not constitute an admission of liability or fact by any Party. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana

applicable to contracts.

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Agreement as of the date first written above.

BP EXPLORATION & PRODUCTION INC.

By: _____

Doug J. Suttles
Chief Operating Officer

STATE OF LOUISIANA

By: _____
Lieutenant Governor Scott A. Angelle

Name: Scott A. Angelle

Title: Lieutenant Governor

STATE OF LOUISIANA

By: Pam Breaux
Secretary Pam Breaux
Department of Culture, Recreation & Tourism

Name: Pam Breaux

Title: Secretary