



## CONTRACT FISCAL INFORMATION SHEET

PLEASE COMPLETE THIS FORM AND ATTACH TO CONTRACT WHEN IT IS TIME TO ROUTE CONTRACT FOR APPROVALS AND SIGNATURES.

CONTRACTOR'S NAME: Louisiana Tourism Coastal Coalition

CONTRACTOR'S ADDRESS: P O Box 1579, Metairie, LA 70004

CONTRACTOR'S FEDERAL ID# 27-3137790

or

SOCIAL SECURITY # N/A

CONTRACTOR'S TELEPHONE: 504-982-6278

CONTRACTOR'S CONTACT NAME: Rebecca Buras

EMAIL ADDRESS: Rebecca@VisitLouisianaCoast.com

AMENDMENT AMOUNT: N/A

TOTAL CONTRACT AMOUNT: \$38,765.00

CONTRACT PERIOD From: 1/01/13 To: 7/15/13

### SOURCE OF FUNDS:

State: _____	Percent
Federal _____	Percent
Self-generated 100%	Percent

### Line Item Appropriation

Organ. 6786	Object 3000	Sub Object <u>01</u>	Reporting Cat. 7313 <i>nu</i>
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____

### BRIEF DESCRIPTION OF SERVICES:

The LTCC is a not -for-profit organization that was created to mitigate negative publicity that resulted after the 2010 Gulf of Mexico BP Deepwater Horizon Oil Spill. The State has agreed to provide funding to the Contractor to support approved publicity efforts associated with the current Marketing Campaign, that are designed to mitigate remaining public concerns.

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STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE  
PARISH OF JEFFERSON

### COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter sometimes referred to as the "State" or "LOT," and the Louisiana Tourism Coastal Coalition, P. O. Box 1579, Metairie, LA 70004, hereinafter sometimes referred to as the "LTCC" or "Contractor," under the following terms and conditions:

WITNESSETH:

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

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

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

WHEREAS, the Louisiana Tourism Coastal Coalition (LTCC) is a non-profit, tourism destination, marketing organization, created following the historic 2010 Gulf of Mexico BP Deepwater Horizon oil spill "Oil Spill" to mitigate negative publicity and public perceptions that resulted from the Oil Spill by presenting a positive image of the affected coastal regions and Louisiana as a desirable tourism destination, by promoting the quality and abundance of Louisiana seafood, and by promoting nature-based tourism to attract tourists back to the region ; and

WHEREAS, the LTCC represents eleven Louisiana parishes: Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Plaquemines, St. Bernard, St. Mary, St. Tammany, Terrebonne and Vermillion. Tourism leaders from each of these parishes have agreed to continue in collaboration with each other and with the State to mitigate potentially long-term damage to the tourism industry in the region through marketing, advertising and other promotions as described herein; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of Louisiana as a unique and desirable travel destination is proportionate to the obligations that have been undertaken by the State; the State will receive recognition for its support through verbal acknowledgements, website promotions, internet marketing and in other related publicity. Louisiana's economy and tourism industry will benefit from this endeavor.

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

## **1. Scope of Services**

The State is providing funding to the LTCC to support a Marketing Campaign designed to promote the unique coastal assets of Louisiana including natural resources, fishing, seafood and other related cuisine, outdoor recreation, culture, and the unique lifestyles of Louisianans. The Marketing Campaign shall be designed to entice leisure and business consumers to visit Louisiana. The Marketing Campaign shall include:

### **a. Print Advertisements**

Contractor shall develop and implement a print advertising campaign to showcase Louisiana's tourism assets in the coastal areas to the general public. The Marketing Campaign shall specifically target, but is not be limited to, consumers from the neighboring states of Arkansas, Georgia, Florida, Alabama and Texas.

Contractor shall place print advertisements that have been pre-approved by LOT in known outdoor adventure magazine publications, including but not limited to, Louisiana Outdoor Adventures, Louisiana Kitchen, Thunder Roads Magazine, and the History Channel Magazine. The goal is to reach thousands of consumers whose interests include fishing, seafood, outdoor recreation and adventure, motorcycling, and the enjoyment of natural environments. Additional information regarding print advertisements is provided in the attached Exhibits A through B3.

LOT will not reimburse for any ad that is placed without prior approval of the Assistant Secretary of the Louisiana Office of Tourism. LOT must pre-approve both the print ad layout and the advertising source.

### **b. Internet Marketing**

Contractor shall improve and maintain the [www.VisitLouisianaCoast.com](http://www.VisitLouisianaCoast.com) website, and develop and engage in an internet marketing strategy to maximize website viewership.

- Contractor shall ensure the [www.VisitLouisianaCoast.com](http://www.VisitLouisianaCoast.com) website is constantly updated to provide current coastal area tourism information. The website shall also include direct links to available tourism attractions and events in the coastal areas of Louisiana. The website must also include a downloadable, full-color Louisiana Coast Adventure Guide and other available tourism information that will assist potential visitors in planning trips to Louisiana.
- Contractor shall purchase advertisements in conjunction with features of the Swamp People, on [www.historychannel.com](http://www.historychannel.com), which will link to the [www.VisitLouisianaCoast.com](http://www.VisitLouisianaCoast.com) website (see Exhibit B3).
- Contractor shall invest in Search Engine Optimization (SEO) to maximize the website's ranking, number of hits, and number of "click-throughs" and downloads.

### **c. Other Tourism Promotions**

Contractor shall produce new promotional materials on tourism assets and related coastal area attractions to be distributed through various outlets, including trade shows and public relations efforts.

Contractor shall contact the Louisiana Office of Tourism's Programs and Services department to ensure the appropriate use and placement of the State's official tourism logo.

### State Recognition as Sponsor

In all marketing and public relations efforts, including the activities described herein and in verbal communications, the LTCC shall recognize the Louisiana Office of the Lieutenant Governor and Department of Culture, Recreation and Tourism, Office of Tourism as a supporting sponsor of the LTCC in the following manner:

- Prominently place the State's official tourism logo "**Louisiana Pick Your Passion**" in the form of a banner ad on the Contractor's website [www.VisitLouisianaCoast.com](http://www.VisitLouisianaCoast.com) and provide an active hyperlink to [www.Louisiana.Travel.com](http://www.Louisiana.Travel.com) for the entire term of this Agreement.
- Prominently display the State's official tourism logo "**Louisiana Pick Your Passion**" on printed advertisements and other promotional materials to acknowledge the State's support.
- Verbally recognize the State's support during public meetings and in other public publicity settings including media and public relations efforts.

### 2. Reporting

With all requests for payment, Contractor shall submit to the State a detailed **Progress Report** which shall include: 1) a summarized update regarding the progress of Marketing Campaign activities listed in the Scope of Services, 2) a list of other marketing initiatives and promotional efforts, 3) information on the number of hits on the LTCC website and click-throughs to the area attractions', websites and the LouisianaTravel.com, 4) supporting documentation to verify recognition of the State as supporter of the LTCC (copies of publications with print ads and other collateral material produced, and 5) a detailed expense log and supporting documentation for promotional expenses to be reimbursed.

### 3. Payment Terms

In consideration of the services and deliverables described above and the Contractor's compliance with all terms and conditions set forth in this Agreement, the State hereby agrees to pay Contractor a maximum amount of **THIRTY EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$38,765.00)**. Payments will be made only on approval of the State's Contract Monitor, Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor or successor.

Upon reasonable progress and proof of deliverables in accordance with the Scope of Services to the reasonable satisfaction of the State, the Contractor shall be reimbursed for pre-approved expenses, upon submission of a detailed **Progress Report** as noted above, an original invoice on official organization letterhead, a detailed expense log, and adequate supporting documentation for approved reimbursable expenses that are submitted in compliance with the Budget (Exhibit B). **All services must be complete, and documentation submitted to the State not later than June 30, 2013.** Advance payments are not allowed.

Documentation of expenses may include copies of vendor invoices, advertising or media logs with dates of services and charges, accompanied by copies and/or proof of the resulting printed promotional materials such as magazine publications, copies of signed agreements, copies of electronic bank statements and cash transfers, or other documents showing proof of deliverables and incurred costs in compliance with the Budget.

Payment is also contingent on approval of this Agreement by the director of the Louisiana Division of Administration, Office of Contractual Review and the availability of funds to fulfill the requirements of the Agreement.

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

If the Contractor defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the State in accordance with the State's terms.

#### **4. Taxes**

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

#### **5. Amendments in Writing**

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

#### **6. Termination for Cause**

The State may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement; provided that the State shall give the 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 Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **7. Termination for Convenience**

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

#### **8. Remedies for Default**

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

#### **9. Ownership**

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

#### **10. Assignment**

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

claims for money due or to become due to 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.

**11. Auditors Clause**

It is hereby agreed that in accordance with La. R.S. 24:513, the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration, and/or the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all records and accounts of the Contractor which relate to this Agreement. The Contractor shall designate an individual who shall serve as the point of contact and responsible party for audit compliance and reporting.

**12. Fiscal Funding Clause**

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

**13. Term of Contract**

This Agreement shall begin on **January 1, 2013** and shall terminate on **July 15, 2013**.

**14. 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 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, 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 Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**15. Indemnification Clause**

Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any negligent act or omission, operation or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 3/21/13, 2013.

WITNESSES:

Department of Culture, Recreation  
and Tourism

[Handwritten Signature]  
[Handwritten Signature]

Kyle Edmiston 3/21/13  
Kyle Edmiston, Assistant Secretary  
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 3/27, 2013.

WITNESSES:

Linda C. Smith  
[Handwritten Signature]

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

THUS DONE AND SIGNED AT Metairie, Louisiana on April 1, 2013.

WITNESSES:

Louisiana Tourism Coastal Coalition

Violet Peters  
Jessie P. Behil

[Handwritten Signature]  
Rebecca Buras, Executive Director

## EXHIBIT A

**Agency Name:** Office of Tourism  
**Contractor's Name:** Louisiana Tourism Coastal Coalition  
**Contract Monitor:** Jack Warner

**Goal:** To mitigate remaining public concerns that have resulted from the 2010 BP Deepwater Horizon Oil Spill in the Gulf of Mexico, by promoting the unique coastal areas of Louisiana, with a focus on natural resources, fishing, seafood and related cuisine, outdoor recreation, culture, and the unique lifestyles of Louisianans.

**Objective:** To attract positive public attention to the Louisiana coastal areas, to entice potential visitors including leisure and business consumers to visit or host events in Louisiana, through the use of print advertisements, website enhancements, and improved internet marketing.

**Deliverables:** 1) Progress Reports providing summarized updates regarding the progress of promotions and related activities as listed above in the Scope of Services, 2) the reporting of marketing initiatives and other promotional efforts, 3) supporting documentation to verify recognition of the State as a supporter of the LTCC (copies of publications with print ads and other collateral material produced), 4) available information regarding the number of links/hits on the LTCC website, and 5) invoices accompanied by detailed expense logs and supporting documentation for incurred promotional expenses in compliance with the Budget (Exhibit B).

**Performance Measures:** The Contractor's performance will be measured by 1) the quality and impact of the overall Marketing Campaign on visitor interest in Louisiana, which will be based on public feedback, 2) the amount of media publicity and/or attention that the State's tourism industry receives as a result of the Marketing Campaign, 3) increased traffic to the LTCC website, 4) the ability of the Contractor to effectively work within the terms of the Scope of Services, and 5) by the ability of the Contractor to provide timely invoices and complete Progress Reports, accompanied by expense logs and supporting documentation to verify incurred expenses in compliance with Exhibit B.

**Monitoring Plan:** The Contract Monitor shall monitor activities and evaluate the Contractor's performance to ensure that all services and deliverables are provided in compliance with the terms of this Agreement and will ensure the achievement of the goals and objectives to the satisfaction of the State as follows:

The Contractor Monitor shall:

- Communicate with the Contractor as necessary to verify activities and review services to ensure compliance.
- Review all deliverables, and documentation including the invoices and Progress Reports to ensure satisfactory progress prior to authorizing the release of any payment to Contractor.
- Complete a Performance Evaluation and submit it to the Office of Management and Finance within 45 days of the termination or expiration of this Agreement.

**Utility of Final Product:** The State is supporting the LTCC's Marketing Campaign to mitigate negative publicity and public perceptions that are associated with Louisiana tourism in the coastal areas that were negatively impacted by the 2010 BP Deepwater Horizon Oil Spill in the Gulf of Mexico. The goal is to promote coastal tourism assets by enticing potential visitors to visit Louisiana for the purpose of generating added tourism revenue. Positive publicity for the Louisiana coastal areas will directly support the State's tourism mission of inviting local, regional, national and international visitors to Louisiana to improve Louisiana's overall economy.

**EXHIBIT B1**  
**Louisiana Tourism Coastal Coalition**  
**Fiscal Year 2012-13**

**Budget**  
**Page 1 of 2 budget pages**

**Income**

<b>Anticipated and/or Revenue</b>	<b>Income</b>	<b>Amount</b>
<b>Membership Income (Parishes)</b>		
Cameron/Calcasieu Parish		\$10,000.00
Iberia		\$ 7,500.00
Jefferson		\$10,000.00
Lafourche		\$10,000.00
Plaquemines		\$10,000.00
St. Bernard		\$7,500.00
St. Mary		\$10,000.00
St. Tammany		\$10,000.00
Terrebonne		\$10,000.00
Vermilion		\$7,500.00
<b>Louisiana Tourism</b>		<b>\$38,765.00</b>
<b>TOTAL</b>		<b>\$131,265.00</b>

**Exhibit B2**  
**Louisiana Tourism Coastal Coalition**  
**Fiscal Year 2012-13**  
**Budget**  
**Page 2 of 3 budget pages**

**Operating Expenses**

<b>Anticipated Operating Expenses</b>	<b>Total this Category</b>	<b>Anticipated Expense</b>	<b>LOT's Contribution</b>
<b>Administrative Staff</b>	<b>\$45,000.00</b>	\$45,000.00	
Administrative Expenses	<b>\$22,800.00</b>		
Phone		\$2,400.00	
P/R Taxes		\$4,200.00	
Audit		\$7,200.00	
Office Supplies/Postage		\$3,300.00	
Insurance		\$2,200.00	
Bank/Payroll Processing Fees		\$2,000.00	
Email Hosting		\$1,500.00	
<b>Marketing and Promotions</b>	<b>\$1,000.00</b>		
Print Collateral (LTPA Visitor Distribution)		\$1,000.00	
<b>Print Ad Placement</b>	<b>\$18,765.00</b>		
Louisiana Outdoor Adventure		\$6,000.00	<b>\$6,000.00</b>
Louisiana Kitchen		\$3,265.00	<b>\$3,265.00</b>
Thunder Roads Magazine		\$4,000.00	<b>\$4,000.00</b>
History Channel Magazine		\$2,500.00	<b>2,500.00</b>
Creative Print Design (fees)		\$3,000.00	<b>\$1,000.00</b>
<b>Professional Services</b>	<b>\$375.00</b>		
Louisiana Travel Promotion Association (LTPA)		\$375.00	
<b>Research and Development (product development)</b>	<b>\$11,500.00</b>	\$11,500.00	
<b>Tradeshows &amp; Conference Registrations</b>	<b>\$2,885.00</b>		
Los Angeles Times Travel Show (Feb. 2013), Los Angeles, CA		\$2,000.00	
Participation in the Lieutenant Governor's Summit		\$885.00	
<b>Website/Internet Promotions</b>	<b>\$28,940.00</b>		
Search Engine Optimization (SEO)		\$13,440.00	<b>12,000.00</b>
History Channel.com (promotional expenses)		\$10,000.00	<b>\$10,000.00</b>
Website Hosting		\$1,000.00	
Web Maintenance		\$2,500.00	
LouisianaTravel.com		\$2,000.00	
<b>TOTAL EXPENSES</b>	<b>\$131,265.00</b>	<b>\$131,265.00</b>	<b>\$38,765.00</b>

*Contractor is hereby notified that any payments for salaries, professional and other sub-contracted services and related fees must be **Fully Disclosed** to the State in detail upon the request for reimbursement. Contractor must disclose the names of all such organizations and/or individuals receiving payments for services and provide contact information, the specific services performed, and the specific amount to be paid under this Agreement. All such services are subject to State audits.*

### Exhibit B3

**Budget**  
**Page 3 of 3**  
**budget pages**

**History Channel Promotions**  
**Cost Breakdown**

History.com – 2013

Site	Placement	Ad Size	Dates	Impressions	CPM	Cost
History	History.com Swamp People Targeted Media	300x250	1 month TBD	200,000	\$15.00	\$3,000
History	History.com Swamp People Targeted Media	728x90	1 month TBD	308,333	\$12.00	\$3,700
History	History.com Swamp People Targeted Video	:30 Pre-roll	1 month TBD	100,000	\$33.00	\$3,300
History	History.com Swamp People Targeted Video	300x250 Companion Banner	1 month TBD	100,000	\$0.00	\$0
History	History.com Swamp People Targeted Video	728x90 Companion Banner	1 month TBD	100,000	\$0.00	\$0
<b>Total Cost</b>	<b>History Channel</b>					<b>\$10,000.00</b>