

GREATER MANDEVILLE SEAFOOD ASSOCIATION, INC

Anticipated Income and Revenue

Year 2010

<u>Sources</u>	<u>Amounts</u>
Cash on Hand/Bank	\$15,000
Corporate Sponsorships	\$26,000
Projected Revenue from Festival	\$400,000
Sponsorship, Louisiana Office of Tourism	\$12,000

Anticipated Expenses

<u>Expenses Categories</u>	<u>Amounts</u>	<u>Application of State Funds</u>
Festival Expenses		
Advertising/Publicity – TV, newspaper, magazine, radio, etc.	\$18,000	\$ 34,250.00
Printing and Production – Brochures and Direct Mail	\$13,000	\$ 6,500.00
Entertainment	\$40,000	\$
Fireworks	\$10,000	\$
Insurance	\$8,600	\$
Maintenance-Waste Disposal	\$12,820	\$
Maintenance-Janitorial/Grounds	\$4,900	\$
Miscellaneous, Office and Other	\$11,825	\$
Postage	\$8,000	\$
Fencing	\$8,500	\$
Transportation (Shuttle, Buses)	\$22,000	\$
Professional Services	\$16,000	\$
Rentals – Equipment	\$22,500	\$
Rentals – Site/Grounds	\$13,000	\$
Security	\$6,000	\$
Supplies	\$10,600	\$
Music	\$64,400	\$
Stages (2), sound, & lights	\$58,200	\$
Portable lights (Parking areas)	\$5,000	\$
Utilities – Electricity, telephone	\$7900	\$
Vendors, Beverages, Ice, etc.	\$42,000	\$
<u>TOTALS</u>	\$384,645.00	\$ 46,750.00

11/2

12/ 19

;985 626 3493

04-16-10;04:46PM;

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

**COOPERATIVE ENDEAVOR AGREEMENT
For
Louisiana Office of Tourism Competitive Sponsorship Program**

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," or "LOT" and Greater Mandeville Seafood Association, Inc., 540 Jackson Avenue, (Post Office Box 1000, 70470-1000) Mandeville, Louisiana 70448, 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 RS 51:1254, the Louisiana 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, sites, attractions, accommodations, and events and is also mandated to assist local government and private sector development for the promotion of tourism; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase the economic impact of tourism in Louisiana through strong and effective public initiatives, the State desires to cooperate with the Contractor by supporting approved marketing and advertising associated with the implementation of Greater Mandeville Seafood Festival held July 1-4, 2010 at the Fontainebleau State Park in Mandeville, Louisiana; and

WHEREAS, the activities of the event include seafood dishes, arts and crafts from 11 states, musical entertainment on two stages, a children's entertainment area, annual fireworks show over the lake, Classic Car Show, boat show, a fishing rodeo, carnival rides and many more attractions. The event is expected to draw approximately 40,000 attendees including program participants and visitors; and

WHEREAS, the LOT Competitive Sponsorship Program encourages events and activities that are creative and innovative in drawing attention to the State's tourism industry by providing funding support for these marketing and advertising initiatives that are designed to attract and stimulate the interest of visitors, serving to maintain the State of Louisiana as a unique and desirable travel destination; and

WHEREAS, the public purpose of this endeavor is to assist in maintaining awareness and a positive image of the state as a unique and desirable travel destination, proportionate to obligations undertaken by the State. The State will receive recognition at this event through media, printed materials, in related advertisements and other publicity efforts. The State's overall economy and tourism industry will benefit from this endeavor because of increased visitations and increased tax revenue.

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 herein and in greater detail in Exhibit A, which is by this reference incorporated herein:

Contractor shall use funding to support approved marketing and advertising associated with the implementation of the Greater Mandeville Seafood Festival held July 1-4, 2010 at the Fontainebleau State Park in Mandeville, Louisiana.

Deliverables

In media, marketing, advertising, and promotional activities, Contractor shall acknowledge the State's support by visibly displaying the State's official LouisianaTravel.com logo in media pieces funded by the State, in the event's official program, signage and other printed publicity pieces at no additional cost to the State and shall acknowledge the State's funding support in all electronic, verbal and printed publicity efforts leading up to and during the event.

Contractor shall include the LouisianaTravel.com logo and hyperlink to the LouisianaTravel.com website which shall be prominently visible on the Contractor's official website, www.seafoodfest.com, during the term of the agreement to include leading up to and during the event. The State will verify that a hyperlinked logo is displayed and actively links to the State's official travel website, LouisianaTravel.com.

At least fourteen (14) days prior to the event or activity, Contractor shall provide complimentary tickets and/or passes to events and of activities should any fees be required for admission in a quantity necessary for all appropriate staff to represent Louisiana tourism and monitor the event to ensure compliance with the terms of this agreement and the application guidelines. Any tickets or passes should be sent to Charlotte Galloway, DCRT, Office of Tourism, 1051 North Third Street, Room 342, Baton Rouge, LA 70804, for tracking purposes.

Contractor shall provide opportunities for a representative of the Office of Lieutenant Governor, or Department of Culture, Recreation and Tourism, Office of Tourism to address attendees at the event should this request be made by the State.

Contractor also agrees to submit a **Final Report** at the conclusion of the event (**Exhibit C**) which shall include but is not limited to details of the event and associated activities, the estimated attendance, a comparative analysis of attendance in the last three years if applicable, information regarding the effectiveness of this endeavor regarding to the economic impact, goals and objectives, deliverables and performance measures as outlined in **Exhibit A**, and a report of all activities. Contractor shall submit an original invoice, and documentation of acknowledgement of the State as a sponsor, and supporting documentation for the reimbursement requests to include details of ongoing and incurred publicity activities and expenses, and proof of media purchases (e.g., invoices with ad tear sheets, broadcast logs from purchasing agents, copies of ads and sources, associated media/press clippings derived and shall note media coverage area in miles or distance from the event etc.) The request must also be accompanied by copies of news releases, newspaper clippings, flyers, programs, agendas, schedules of activities and other items of proof relating to the event's publicity. **Contractor agrees to submit the Final Report (Exhibit C) by November 30, 2010.** The final report form can be downloaded from the Louisiana Office of Tourism State website at <http://www.crt.state.la.us/tourism/industrypartners.aspx>.

Entire Agreement/Order of Precedence Clause

This Agreement, together with the LOT Competitive Sponsorship Application guidelines, the application submitted by the Contractor, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Payment Terms

In consideration of the services described above, the State hereby agrees to reimburse the Contractor in an amount not to exceed **FIVE THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 50/CENTS (\$5,437.50)**. Travel and other expenses for the event are not reimbursable under the terms of this agreement and the Competitive Sponsorship Program guidelines, therefore will not be paid or reimbursed. Payment will be made only on approval of Janis LeBourgeois (Contract Monitor), /her designee, supervisor, and/or successor.

If progress and/or completion to the reasonable satisfaction of the State are obtained, payments shall be disbursed as follows:

Upon receipt of the **Final Report (Exhibit C)** of the event, the State shall reimburse the Contractor for approved reimbursable expenses as per the attached **Exhibit B, Budget**, up to the maximum amount payable under this agreement. Contractor shall submit the invoice and **Final Report** with supporting documentation for approved marketing and advertising. All deliverables including the **Final Report (See Exhibit C)** and invoice must be received by the State no later than **November 30, 2010**.

Eligible reimbursable expenses include approved: advertising, marketing & media publicity outlets such as: newspapers, magazines, radio, television, billboards, direct mail, and internet marketing

Ineligible reimbursable expenses include: promotional items, posters/flyers, guides, directories, programs, videos, and social media

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

If it is found 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 as agreed, it shall be required to repay the state in accordance with the State's terms.

If it is determined by the Contract Monitor or by an audit that state funds were expended on non-reimbursable expenses, Contractor will be required to repay the state in accordance with the State's terms.

No funds appropriated under Act 11 of the 2010 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the entity (e.g., a contractor, contracting party, grantee, etc.) executes a copy of the Agreement (or contract, grant, etc.) and submits to the transferring agency (e.g., CRT, LOT, OCD, etc.), 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 transferring agency shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be Contractor's obligation and identified under Federal tax identification number 20-1894838.

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 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 records and accounts

of Contractor, which relate to this contract.

Fiscal Funding Clause

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 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.

Terms of Contract

This contract shall begin on **July 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, 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 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 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 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.

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, duly signed and executed by all parties and approved by the Director of the Office of Contractual Review, of the Louisiana Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 17th day of Sept. 2010

WITNESSES:

Department of Culture, Recreation, & Tourism

Amie B. B.

Pam Breaux

Pam Breaux, Secretary

C. D. Weisman

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 14th day of Sept. 2010.

WITNESSES:

Office of Tourism

Markus Curcio

Jim Hutchinson

Jim Hutchinson, Assistant Secretary

Jenelle Bourgeois

THUS DONE AND SIGNED AT Mandeville, Louisiana on 21 day of Sept 2010.

WITNESSES:

Greater Mandeville Seafood Association, Inc.

Louise G. Baumfield
Karen B. Baumfield

Bill Dobson, Jr.

Bill Dobson, Jr., President

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Greater Mandeville Seafood Association, Inc.
Contract Monitor: Janis LeBourgeois

Brief Description of Services: Under the Louisiana Office of Tourism's Competitive Sponsorship Program guidelines, the Contractor is being provided funding support for approved marketing and advertising activities associated with the implementation of the Greater Mandeville Seafood Festival held July 1-4, 2010 at Fontainebleau State Park in Mandeville, Louisiana.

Detailed Goals and Objectives: LOT Competitive Sponsorship Program guidelines stipulate reimbursement up to the total amount of the sponsorship award for marketing and advertising. Funding is being provided to increase attendance at the event supporting the goal of presenting Louisiana as a unique and desirable tourism travel destination.

Deliverables: Deliverables include State recognition as a sponsor of the event that has been preapproved by the State in all publicity efforts as noted in the Scope of Services, invoices and supporting documentation for marketing, advertising and promotional activities, complimentary tickets/passes for events, a hyperlink to LouisianaTravel.com from the Contractors website, opportunities for State to speak at events on behalf of the Louisiana tourism industry and the Final Report upon conclusion of the event (Exhibit C).

Performance Measures: Contractor's performance will be measured by the ability of the Contractor to adhere to all terms of this agreement and the guidelines provided in the approved application completed for Competitive Sponsorship to include reporting and supporting documentation for expenses, and by the information provided in the Final Report to include the selection of media outlets, publicity received by the State as a result of the event, number in attendance and the economic impact of the event.

Monitoring Plan: Contractor's performance will be monitored and evaluated to ensure compliance with all terms of the agreement in the following manner:

- Contract monitor will review and verify submitted invoice(s) and supporting documentation for eligible approved marketing, advertising and promotional expenses in accordance with the approved plan prior to authorizing any release of payment to Contractor.
- Contract Monitor will review the information provided in the final report to ensure compliance and to measure the effectiveness of this endeavor with regard to stated goals and objectives.
- Contract monitor will submit an evaluation of the Contractor's performance to the DCRT, Office of Management and Finance to be submitted to the Louisiana Division of Administration within 45 days of the termination or expiration of this Agreement.

Utility of Final Product: The purpose of this endeavor is to support marketing, advertising, and promotional activities for an event that supports the State tourism goal of maintaining awareness and a positive image of the state as a unique and desirable travel destination, proportionate to obligations undertaken by the State. The Louisiana Office of Tourism will receive recognition at this event through media, printed materials, in related advertisements and other publicity efforts. Louisiana's overall economy and tourism industry will benefit from this endeavor through increased visitations and increased tax revenue.

Exhibit B

EVENT BUDGET

Name of Contractor: Greater Mandeville Seafood Festival Association, Inc.

Name of Event: Greater Mandeville Seafood Festival

Anticipated Income or Revenue

Please include anticipated funding including cash, participant fees, and all sponsorships including the Louisiana Office of Tourism (LOT), in order to establish the need for funding.

<u>Sources of Revenue</u>	<u>Amounts</u>
Cash on hand	\$ 15,000.00
Corporate Sponsorships	\$ 26,000.00
Projected Revenue from Festival	\$400,000.00
Sponsorship, Louisiana Office of Tourism	<u>\$ 5,437.50</u>
Total Expected Revenue	\$446,437.50

Anticipated Expenses

Please provide a comprehensive budget for the entire project. **Note: this is a sample format;** therefore budget line item categories may be modified based on actual expectations. Note that the goal for Louisiana Office of Tourism is to fund advertising and publicity efforts associated with the project.

<u>Expense Categories</u>	<u>Total amount</u>	<u>LOT</u>
Festival Expenses		
Advertising/Publicity – TV, newspaper, magazine, radio, etc.	\$ 18,000	\$ 5,437.50
Printing and Production – Brochures and Direct Mail	\$ 13,000	
Entertainment	\$ 40,000	
Fireworks	\$ 10,000	
Insurance	\$ 8,600	
Maintenance – Waste Disposal	\$ 12,820	
Maintenance – Janitorial/Grounds	\$ 4,900	
Miscellaneous, Office and Other	\$ 11,825	
Postage	\$ 8,000	
Fencing	\$ 8,500	
Transportation (Shuttle, Buses)	\$ 22,000	
Professional & Contract services (Disclose subcontractors on a separate sheet–name, address, contact information, amount paid and services provided.)	\$ 16,000	
Rentals – Equipment	\$ 22,500	
Rentals – Site/Grounds	\$ 13,000	
Security	\$ 6,000	
Supplies	\$ 10,600	
Music	\$ 64,400	
Stages (2), sound and lights	\$ 58,200	

Portable lights (Parking areas)	\$ 5,000	
Utilities – Electricity, telephone	\$ 7,900	
Vendors, Beverages, Ice, etc.	\$ 42,000	\$
Total anticipated expenditures	\$403,245	\$ 5,437.50

(Budget categories listed above reflect a typical budget and may be adjusted by the State and/or recipient to reflect actual categories necessary for each individual project or program.)

Exhibit C

Louisiana Office of Tourism Competitive Sponsorship Final Report –FY 2010-11

NOTE: Please submit with an original invoice to the State upon completion of the event or activity.

Event Name _____
 Event Date _____
 Organization _____
 Sponsorship Award Amount _____
 Primary Contact for Event _____
 Phone Number _____
 Email _____

SECTION II: Reimbursable Media
Reimbursable Items

***List only approved advertisements eligible for reimbursement through the Competitive Sponsorship Program.

Print Placement (Magazine, Newspaper)

Publication Name	Audience Reach	Ad Size/ Color	Issue Date	Circulation No.	Actual Cost	100% request of LOT
Totals					\$ _____	\$ _____

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Actual Cost	100% request of LOT
Totals				\$ _____	\$ _____

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Actual Cost	100% request of LOT
Totals				\$ _____	\$ _____

Online Placement (Website)

Web Site Name	Web Site Address	Target Description	Dates	Actual Cost	100% request of LOT
Totals				\$ _____	\$ _____

Postage for Direct Mail

Direct Mail Piece	Target Audience/Mailing List Group	Quantity	Dates	Budgeted Cost	100% request of LOT
Totals				\$ _____	\$ _____

Grand total spent on approved advertising \$ _____
 Requested amount to be reimbursed, not to exceed sponsorship award \$ _____

LOT STAFF USE ONLY

LOT Approved Reimbursement Amount \$ _____

Section III: Reimbursement Documentation for Proof of Media Purchase

Note: All media must contain the LouisianaTravel.com logo to be eligible for reimbursement.

- **Vendor invoice:** Submit itemized media invoice reflecting date, description and dollar amount
- **Proof of implementation:** Documentation can include any of the following:
 - Original Tear sheets for print advertisements
 - Broadcast log reports
 - DVDs or CDs of broadcast advertisements
 - Screenshots for online advertisements
 - Photographs of billboards
 - Mailing lists, addresses and postage receipts are required for direct mail

Section IV: Final Report Format (Only for Letters of Agreement. Cooperative Endeavor Agreement final report format will be detailed in contract.)

- A 1–2 page typed detailed summary on the outcome of the event and the impact it had on tourism in the area.
Which should include:
 - Measurement of fulfillment of goals
 - Economic impact
 - Attendance or Registration Numbers
 - Event’s benefit to the state (Measurements of success to include but not limited to the following: admissions revenue, registration fees collected, number of hotel room nights/ occupancy rates/ADR, food and beverage tax and average visitor spending, etc.)
 - Media relations report including, but not limited to, copies of news releases, newspaper clippings from newspapers, flyers, programs and other deliverables as detailed in your Letter of Agreement or Cooperative Endeavor Agreement.