

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

**COOPERATIVE ENDEAVOR AGREEMENT
For
Louisiana Office of Tourism Sponsorship 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," or "LOT" and the Winnsboro Gun Club, Incorporated, 204 Fair Avenue, (P. O. Box 429) Winnsboro, LA 71295, 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 R. S. 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, effective public initiatives, the State desires to cooperate with the Contractor by supporting marketing and production activities associated with the implementation of 2011 Southern National Rifle Association Regional Air Rifle and Smallbore Rifle Silhouette Championship to be held Thursday-Sunday, June 2-5, 2011 in Winnsboro Louisiana; and

WHEREAS, the Southern National Rifle Association Regional Air Rifle and Smallbore Rifle Silhouette Championship has become the largest competitive National Rifle Association (NRA) event in the world, attracting over 240 out-of-state competitors including in-state, national and international markets, with the total attendance estimated between 270 and 284. The event is expected to generate over \$150,000 in total economic impact because of hotel, restaurant and travel activities in the area as a result of participant entries in the competition and support of families, spectators and sponsors attending the four day event; and

WHEREAS, the Office of Tourism encourages events and activities that are creative and innovative in drawing attention to the State's tourism industry by providing funding support for initiatives designed to increase attendance at events, attract tourists and stimulate the interest of visitors; and

WHEREAS, the public purpose of this endeavor is to support an event that will 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 the 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, resulting in 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 utilize funding to support publicity and production costs associated with the implementation of the Southern NRA Regional Air Rifle and Smallbore Rifle Silhouette Championship to be held Thursday-Sunday, June 2-5, 2011 in Winnsboro, Louisiana and shall recognize the State as a supporting sponsor in the following manner:

1. In all media, marketing, advertising, and promotional activities, Contractor shall acknowledge the State's support by prominently displaying the State's official tourism logo in printed promotional material and shall include a link to the **LouisianaTravel.com** in all media pieces funded by the State, to include a minimum at least one full page ad to be requested from the State to represent Louisiana tourism in the official program, and shall include signage on site at the event acknowledging the State's support at no additional cost to the State. Contractor shall also acknowledge the State's funding support in all electronic, verbal and broadcast media that promotes the event leading up to and during the event.
2. Contractor shall include the prominent placement of the State's tourism logo with link to **LouisianaTravel.com** on the Contractor's official website, **www.winnsborogunclub.com** as well as any other official websites used to publicize the event, during the full duration of this agreement, which includes leading up to and during the event, should such websites be available and active. The State will verify and monitor websites to ensure the prominent placement of the logo with link. The State's official tourism logo can be found at <http://www.crt.state.la.us/tourism/industrypartners.aspx#CMP>.
3. At least fourteen (14) days prior to the event, Contractor shall provide complimentary tickets and/or passes (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 mailed to Charlotte Galloway, DCRT, Office of Tourism, 1051 North Third Street, Room 342, Baton Rouge, LA 70802, or Post Office Box 94291, Baton Rouge, LA 70804-9291, for tracking purposes.**
4. Contractor shall grant the opportunity for a representative of the Office of Lieutenant Governor, or the Department of Culture, Recreation and Tourism, Office of Tourism to address attendees at the event should this request be made by the State.
5. Contractor also agree to submit a **Final Report** at the conclusion of the event (**Exhibit C**) which shall include but is not limited to 1) details of the activities, 2) the estimated attendance, 3) a comparative analysis of attendance in the last three years if applicable, 4) information regarding the economic impact on the area as well as the state, and 5) information regarding the effectiveness of this endeavor as it relates to the goals and objectives, deliverables and performance measures, outlined in **Exhibit A**.

Contractor shall also submit supporting documentation of acknowledgement of the State as a sponsor, as well as supporting documentation for all incurred costs that is included in the

reimbursement request. Documentation for reimbursement shall include such items as a list of publicity activities, including source and dates, and proof of media purchases (invoices with ad tear sheets, broadcast logs from purchasing agents, copies of ads and sources, news releases, and associated media/press clippings). Contractor shall note media reach in mile or distance from the event. Contractor shall also submit a copy of the official program, flyers, publicity posters, photographs of the event and tourism signage displayed at the event and other items of proof relating to the event and associated publicity. **Contractor agrees to submit the Final Report (Exhibit C) by July 15, 2011.** The final report form can be downloaded from the Louisiana Office of Tourism State website at <http://www.crt.state.la.us/tourism/grants.aspx>.

Payment Terms

In consideration of the services described above, the State hereby agrees to reimburse the Contractor in an amount not to exceed **Seven Thousand Five Hundred and no/dollars (\$7,500.00)**. Travel and related expenses for the event are not reimbursable under the terms of this agreement, therefore will not be paid or reimbursed. Payment will be made only on approval of Charlotte Galloway, 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** of the event as specified above in the Scope of Services, along with the invoice which shall note the event supported, accompanied by supporting documentation for expenses, not to exceed the maximum amount payable, the State shall reimburse the Contractor for eligible expenses as per the attached **Budget, Exhibit B**. All deliverables including the **Final Report** and invoice shall be received by the State no later than **July 15, 2011**.

Contractor is informed that 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 Contractor executes a copy of this Agreement and submits to 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. LOT shall submit the Agreement, the budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov

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 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, 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, recipient will 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 agreement shall be Contractor's obligation and identified under Federal tax identification number 72-1170714.

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 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 auditors shall have the option of auditing all records and accounts of Contractor, which relate to this contract. The State, the Louisiana Legislative Auditors and/or the Division of Administration are authorized to request additional information regarding services, profitability or data as it relates to services performed under this agreement.

Fiscal Funding Clause

The continuation of this contract is contingent upon the legislative appropriation of funds to fulfill the requirements of the contract. 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 **January 1, 2011** and shall terminate on **July 31, 2011**.

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.

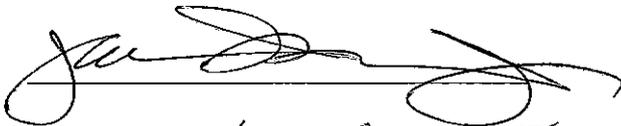
Amendments in Writing

Except as otherwise provided herein, any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, duly executed by all parties, and approved by the Director of the Office of Contractual Review, of the Louisiana Division of Administration.

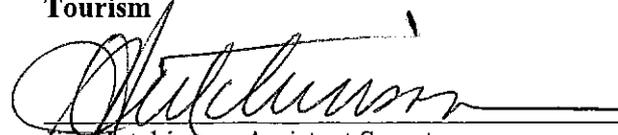
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 17th day of March 2011.

WITNESSES:

Department of Culture, Recreation, & Tourism



Martine Curcio



Jim Hutchinson, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 17th day of March 2011.

WITNESSES:







Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor and
Department of Culture, Recreation & Tourism

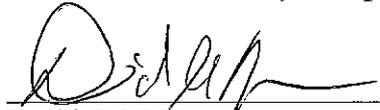
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 22 day of MARCH 2011.

WITNESSES:

Winnsboro Gun Club, Incorporated







David G. McLemore
President

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Winnsboro Gun Club, Incorporated
Contract Monitor: Charlotte Galloway

Brief Description of Services: the Contractor is being provided funding to support publicity efforts and production costs associated with promoting and implementing the Southern NRA Rifle Association Regional Air Rifle and Smallbore Rifle Silhouette Championship to be held Thursday-Sunday, June 2-5, 2011 in Winnsboro, Louisiana.

Detailed Goals and Objectives: The goal is to utilize publicity opportunities associated with this event as an opportunity to assist the State in maintaining awareness and a positive image of Louisiana as a unique and desirable tourism travel destination. The State will receive recognition at this event through verbal mention of State as a sponsor, the printed program, website acknowledgement and other related publicity efforts. The event will provide economic benefits to the region and will support Louisiana's overall economy and tourism industry, though increased travel activity and increased tax revenue.

Deliverables: Deliverables include successful implementation of the event, copies of publicity materials used to promote the event, a copy of the official program that provides at least a one page ad for State tourism, proof of other acknowledgements of the State's support in the official program and other publicity materials, verbal acknowledgement of Louisiana tourism support at activities, adequate documentation for expenses as described in the Scope of Services, complimentary tickets/passes to activities, opportunity for tourism representative to attend activities to promote tourism, proof of the prominent placement of the tourism logo with link to **LouisianaTravel.com** on the Contractor's website, and the **Final Report** and invoice with documentation for expenses and activities upon conclusion of the event (see reporting format Exhibit C).

Performance Measures: Contractor's performance will be measured by attendance, event media and publicity, the ability of the Contractor to adhere to all terms of this agreement, including the submission of an adequate Final Report with supporting documentation for expenses, media outlets, publicity received by the State as a result of the event, and by the estimated 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 information submitted in the Final Report for compliance with the requirements of this agreement, prior to authorizing any release of payment to Contractor.
- Contract Monitor will review supporting documentation to validate activities, and to measure the effectiveness of this endeavor with regard to stated goals and objectives.
- Contract Monitor will complete and submit an evaluation of the Contractor's performance to the DCRT, Office of Management and Finance within 45 days of the termination or expiration of this Agreement.

Utility of Final Product: The purpose of this endeavor is to support an event whose activities will serve to support the State's tourism goal of maintaining awareness and a positive image of Louisiana as a unique and desirable travel destination. LOT will receive sponsorship recognition at this event through verbal mention of the State's support, media, printed materials, website advertisement and other publicity efforts. Louisiana's overall economy and tourism industry are expected to benefit from this endeavor through increased visitation and tax revenue.

**Exhibit B
EVENT BUDGET**

Proposed 2010-2011 Event Budget

Event: Friday-Saturday, June 3-6, 2011

Name of Contractor: Winnsboro Gun Club, Incorporated

Name of Event: Southern National Rifle Association Regional Smallbore and Air Rifle Silhouette

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>
Entry Fees	\$21,835.00
Donations	\$ 1,500.00
Sponsorship, Franklin Parish Tourism	\$ 2,500.00
LOT sponsorship	\$ 7,500.00
Total Expected Revenue	\$33,335.00

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>
Fees, National Rifle Association	\$ 1,235.00	\$1,235.00
Labor: Target Setters, Score Card Runners	\$ 1,750.00	\$ 615.00
Labor, Office, Range construction & preparation	\$ 7,000.00	\$
Marketing/Publicity (printing)	\$ 2,700.00	\$2,700.00
Maintenance – Waste Disposal	\$ 500.00	\$ 500.00
Miscellaneous Supplies	\$ 500.00	\$
Paint	\$ 1,000.00	\$
Office Supplies	\$ 1,200.00	\$
Awards/Trophies	\$ 8,000.00	\$
Professional Services –Catering	\$ 7,000.00	\$
Rentals –Equipment/Port A Johns	\$ 450.00	\$ 450.00
Postage	\$ 2,000.00	\$2,000.00
Total anticipated expenditures	\$33,335.00	\$ 7,500.00

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. Contractor must disclose all subcontractors who are receiving State funds under this agreement. Upon any request for payment for subcontracted services, please provide Contractor's name, contact information, amount paid and services provided.

Exhibit C

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

Event Name: Southern National Regional Smallbore and Air Rifle Silhouette
Event Date: Friday-Saturday, June 3-6, 2011
Organization: Winnsboro Gun Club, Incorporated
Sponsorship Award Amount: \$7,500.00

Primary Contact for Event: _____
Primary Phone: _____
Mobile/Secondary Phone: _____
Email Address: _____

Final Report Format: Contractor shall include the following in the Final Report

- Provide 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:
 - 1) Details of the activities;
 - 2) Estimated attendance;
 - 3) Comparative analysis of attendance in the last three years if applicable and demographics;
 - 4) Information regarding the economic impact on the area and state;
 - 5) Information regarding the effectiveness of this endeavor as it relates to the goals and objectives in **Exhibit A**
 - 6) Supporting documentation of acknowledgement of the State as a sponsor
 - 7) Proof of placement of the State’s official tourism logo with link to **LouisianaTravel.com** on the **www.winnsborogunclub.com** website
 - 8) Supporting documentation for all incurred costs represented in the payment request. Documentation for reimbursement shall include such items as media logs, if any to include source and dates, and other proof of media purchases (vendor invoices with ad tear sheets, broadcast logs from purchasing agents, copies of ads and sources, news releases, associated media/press clippings and Contractor shall note media reach in miles of distance from the event etc).
 - 9) Provide a copy of the official program, flyers, publicity posters, and photographs of the event to include tourism signage that was displayed at the event.