

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: Winnsboro Gun Club, Inc.

CONTRACTOR'S ADDRESS: 204 Fair Ave., Winnsboro, LA 71295

CONTRACTOR'S FEDERAL ID#72-1170714 or

SOCIAL SECURITY # _____

CONTRACTOR'S CONTACT PERSON: David G. McLemore

CONTRACTOR'S TELEPHONE: 318-435-9081

EMAIL ADDRESS: jfuselier@pperron.com

TOTAL CONTRACT AMOUNT: \$7,500.00 Amendment Amount: N/A

CONTRACT PERIOD: 01/01/12-07/15/112

FUNDING AGENCY: DCRT, Office of Tourism

SOURCE OF FUNDS: Agency Appropriation (N/A)

State:

Federal _____ Percent

Self-generated 100% Percent

Organ. 6786 Object 3000 Sub object Reporting Cat. 7213

Organ. _____ Object _____ Sub Object _____ Reporting Cat. _____

Organ. _____ Object _____ Sub Object _____ Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

State sponsorship is being provided to assist with publicity and production of the 2012 Southern National Rifle Association's Smallbore Rifle Silhouette Championship to be held May 31st through June 3rd in Winnsboro. The goal is to increase visitor participation and ensure successful production of the event.

CHECK OFF IF APPLICABLE TO THE CONTRACTOR AND **PROVIDE THE NECESSARY DOCUMENTATION:**

CORPORATIONS:

_____ **State Commissioned Organization**

Nonprofit Corporation
(Requires Board Resolution of Authority)

_____ **Business Corporation**
(Requires Board Resolution of Authority and Disclosure of Ownership)

_____ *Limited Liability Company*

_____ **Out of State Corporation**
(Requires Certificate of Authority to do business in Louisiana and requires agency justification)

_____ *Limited Liability Company*

_____ **Sole Proprietor**
(Requires statement written on company letterhead/stationary stating that the person is indeed the sole owner and as such has the authority to sign on behalf of the company)

_____ **Out of State Contractor**
(Requires agency justification)

_____ **Contractor is a Consultant**
(Requires resume if contracting with individual or sole proprietor of a company)

_____ **Advance Payment**
(Requires justification from contractor and agency approval)

_____ **Multiyear Contract**
(Requires agency justification)

_____ **RFP Contract**

STAFF PERSON TO MONITOR CONTRACT: Charlotte Galloway, Contracts/Grants Reviewer
Supervisor

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF FRANKLIN

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 scenic resources, transportation, cuisine, sites, attractions, accommodations, and events and is also mandated to assist local governmental 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 the **2012 Southern National Rifle Association Regional Air Rifle and Smallbore Rifle Silhouette Championship to be held Thursday-Sunday, May 31- June 3, 2012 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. The 2011 Event was reported to have attracted approximately 245 competitors with a slight decrease in participation from previous years due to economic challenges, still attendees represented 19 states. The Contractor also reported that in 2011 the Event generated nearly \$106,000 in sales activities for the area, impacting hotels, restaurants, shopping outlets and other travel related businesses, due to spending by competitors, family supporters, spectators and sponsors attending the four-day Event; and

WHEREAS, the Office of Tourism supports events and activities that draw public attention and visitors to Louisiana, positively impacting Louisiana's tourism industry; by providing funding in support of marketing and advertising efforts that focus primarily on increasing the number of visitors to the local area and state for economic development purposes; and

WHEREAS, the public purpose of this endeavor is to support an event that assists the Office of Tourism in achieving the goal of maintaining awareness and a positive image of Louisiana as a unique and desirable travel destination, proportionate to obligations undertaken by the State. The State will receive recognition at the Event and through media coverage, printed promotional materials, related advertisements and other publicity efforts. The State's overall 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:

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 efforts that are concentrated on drawing visitors to Louisiana. Additional funding will be used to supplement production costs to ensure the successful implementation of the Southern NRA Regional Air Rifle and Smallbore Rifle Silhouette Championship to be held Thursday-Sunday, **May 31 – June 3, 2012** in Winnsboro, Louisiana. Contractor shall recognize the State as a supporting sponsor of the Event in the following manner:

1. In all media, marketing, advertising, and promotional activities, Contractor shall acknowledge the Office of the Lieutenant Governor and Department of Culture, Recreation and Tourism, Office of Tourism's support through verbal acknowledgement when the opportunity is available and by prominently displaying the State's official tourism logo "**Louisiana Pick Your Passion**" in printed materials produced to promote the Event. Contractor shall contact the Louisiana Office of Tourism's Programs and Services department to obtain the appropriate information needed to acknowledge the State's support.
2. Ensure that the State is recognized for its support in the official program that will be distributed to the public. Contractor shall also place signage on site at the Event to acknowledge the State's support at no additional cost to the State and shall acknowledge the State's support in all electronic, verbal and broadcast media when possible, leading up to and during the Event.
3. Prominently insert the State's official tourism logo "**Louisiana Pick Your Passion**" with a link to **LouisianaTravel.com** on the homepage of 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 should such websites be available and active.
4. 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 appropriate State staff to represent Louisiana tourism and monitor the Event to ensure compliance with the terms of this agreement. **Tickets and/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.**
5. Provide opportunities for a representative of the Office of the 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.
6. Submit at least quarterly **Progress Reports** to the State listing activities and providing updates regarding the current status of marketing and advertising efforts. See Exhibit C regarding what details should be included in the Progress Report.
7. At the conclusion of the Event, Contractor agrees to submit a **Final Report** (Exhibit C) which shall include but is not limited to 1) details of activities, 2) the estimated attendance with demographic characteristics if available on competitors, supporting spectators, sponsors, etc, 3) a comparative analysis of attendance for the Event in the last three years, 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 documentation for all incurred expenses represented in the payment request. Documentation for expenses shall include such items as advertising logs, signed commitments from

advertising sources, to include number of spots, run dates for media purchases, copies of invoices or advertising tear sheets, and broadcast logs from purchasing agents. Contractor shall also submit copies of ads, news releases, associated media/press clippings and other printed materials that support publicity efforts. Contractor shall note the media market and reach in miles or distance from the Event for each invoice submitted to verify expenses. 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 June 30, 2012.**

Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor an amount not to exceed **Seven Thousand Five Hundred and no/dollars (\$7,500.00)**. Payment for travel and related expenses for the Event are not allowed under the terms of this agreement. Payment will be made only on approval of the State's Contract Monitor Charlotte Galloway, her designee, supervisor, and/or successor.

Upon completion of services to the reasonable satisfaction of the State, payments shall be disbursed as follows:

Contractor shall submit to the State invoices with supporting documentation for expenses, accompanied by **Progress Reports** on a quarterly basis. The total amount invoiced shall not exceed the maximum amount payable. All requests for payments must be submitted as per the attached **Budget, Exhibit B**. Supporting documentation for expenses shall include copies of paid invoices for incurred advertising and production expenses and signed advertising commitments from media sources, which shall include media logs with expected run dates, number of ads, and the negotiated price for each advertisement. Contractor shall submit actual invoices for all advertising commitments that were submitted in previous payment requests with the final invoice.

At the conclusion of the Event, Contractor shall submit a **Final Report** of the Event as specified above in the Scope of Services and as further detailed in **Exhibit C** with the final invoice, accompanied by supporting documentation for all expenses to include copies of all invoices for advertising and publicity expenses as well as production expenses. All deliverables including the **Final Report** and invoice shall be received by the State no later than **June 30, 2012**.

Contractor is informed that no funds appropriated under Act 12 of the 2011 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 LOT for approval, a comprehensive budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing the specific goals and objectives for the use of funds, including measures of performance. LOT shall submit the Agreement, the budget, and any other required information to the Louisiana 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 in accordance with La. R.S. 39:1498 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, 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-allowable 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 and/or the Department of Culture, Recreation and Tourism 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, 2012** and shall terminate on **July 15, 2012**.

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 executed by all parties, and approved by the director of the Louisiana Division of Administration, Office of Contractual Review, in accordance with La. R.S. 39:1481 et seq.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 19th day of January 2012.

WITNESSES:

Department of Culture, Recreation, & Tourism

[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature]
LeAnne Weill, Interim Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 20th day of Jan 2012.

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

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

THUS DONE AND SIGNED AT Winnsboro, Louisiana on 30th day of JANUARY 2012.

WITNESSES:

Winnsboro Gun Club, Incorporated

[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature]
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, May 31—June 3, 2012 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 through 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 so that tourism representatives may attend activities to promote tourism, proof of the prominent placement of the tourism logo with link to **LouisianaTravel.com** on the Contractor's website, **Progress Reports** and the **Final Report** and invoice with supporting 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, the number of out-of-state attendees, 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 2011-2012 Event Budget

Event: Friday-Saturday, May 31 - June 3, 2012

Name of Contractor: Winnsboro Gun Club, Incorporated

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

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.

| Sources of Revenue | Amounts |
|--------------------------------------|--------------------|
| Entry Fees | \$24,018.00 |
| Donations | \$ 1,500.00 |
| Sponsorship, Franklin Parish Tourism | \$ 2,500.00 |
| LOT sponsorship | \$ 7,500.00 |
| Total Expected Revenue | \$35,518.00 |

Anticipated Expenses

| Expense Categories | Total amount | LOT |
|---|---------------------|--------------------|
| Fees, National Rifle Association | \$ 1,250.00 | \$1,250.00 |
| Labor: Target Setters, Score Card Runners | \$ 1,750.00 | \$ 1,200.00 |
| 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 | \$ 500.00 | \$ 500.00 |
| Postage | \$ 1,400.00 | \$1,350.00 |
| Total anticipated expenditures | \$32,800.00 | \$ 7,500.00 |

Budget categories listed above reflect a typical budget and may be adjusted by the State and/or Contractor to reflect actual categories necessary for each individual project or program. Contractor agrees to disclose all subcontractors who receive State funds under this agreement, upon any request for payment for subcontracted services. Contractor shall provide the Contractor's name, contact information, amount paid and services provided.

Exhibit C

Louisiana Office of Tourism Competitive Sponsorship Progress and Final Report –FY 2011-12

Event Name: Southern National Regional Smallbore and Air Rifle Silhouette
Championship
Event Date: Friday-Saturday, May 31 – June 3, 2012
Organization: Winnsboro Gun Club, Incorporated
Sponsorship Award Amount: \$7,500.00

Primary Contact for Event: David McLemore

Primary Phone: 318-435-9081
Mobile/Secondary Phone: 318-267-9700
Email Address: duckgumbeaux@mac.com

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. Report should include:
 - 1) Details of the activities to include marketing and promotional efforts;
 - 2) Estimated attendance based on pre-registrations with Progress Report and the estimated actual attendance after the Event to include number of out-of-state attendees;
 - 3) Comparative analysis of attendance in the last three years, with demographic characteristics if available regarding attendees;
 - 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) Proof of State recognition as sponsor to include placement of the State’s official tourism logo with link to **LouisianaTravel.com** on the **www.winnsborogunclub.com** website, and placement of the State’s official tourism logo in the official Event program, and other printed promotional materials;
 - 7) Supporting documentation for all incurred costs represented in the payment request. Documentation for expenses shall include such items as invoices for production and advertising expenses, media logs and signed advertising commitments to include sources, number of ads, and dates, (proof of ads include vendor invoices with ad tear sheets, and broadcast logs from purchasing agents; Contractor shall note media reach is miles). Contractor shall also submit copies of ads, news releases, and associated media/press clippings to verify acknowledgment of the State’s support.
 - 8) 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.