

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

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "State" or "LOT," and Southern Development Foundation, 1006 Surrey Street, Lafayette, LA, 70801 (P. O. Box 3005, Zip Code 70502), 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 providing funding for approved marketing and advertising, and to support production expenses associated with the implementation of **28th Annual Original Southwest Louisiana Zydeco Music Festival 2010**, activities held August 6, 2010 through Saturday, September 4, 2010 at Zydeco Park in Plaisance, Louisiana; and

WHEREAS, the origin of the Southwest Louisiana Zydeco Music Festival began in 1981 because the community feared that the Creole and Zydeco music traditions were beginning to fade away. That fear resulted in forming "The Treasures of Opelousas", a group of concerned citizens working under the guidance of the Southern Development Foundation. This group gathered together to preserve the Creole traditions of Zydeco, which resulted in the first Zydeco Festival held in 1982 on a farmer's field in the Plaisance community. Approximately four hundred neighbors attended the first celebration; and

WHEREAS, the Festival is now enjoying 28th years of continuation. This year's activities include the Zydeco Media Event Kick-off, a King and Queen Ball, Fun Run, Parade and Jam Session, Kick-off Dance, Breakfast, and the concluding 28th Annual Zydeco Festival, comprised of approximately 20 vendor booths, a variety of traditional crafts, Creole food, and the best in Zydeco music, combined with the traditions of dance. It is anticipated that over 20,000 people will attend activities of the event including local, statewide, national and international travelers; and

WHEREAS, the Office of Tourism encourages the hosting and implementation of events and activities that are creative and innovative in drawing attention to Louisiana's tourism industry and culture by providing funding support for marketing and advertising initiatives to increase attendance and support for production to ensure a quality event that will stimulate the interest of visitors; and

WHEREAS, the public purpose of this endeavor is to support an event that will maintain 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 tourism recognition through media outlets, printed materials, related advertisements and other publicity efforts. Louisiana's overall economy and tourism industry will benefit from this endeavor because of increased visitation and 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 is being provided funding for the total maximum amount of **TWENTY THOUSAND (\$20,000.00) AND NO/DOLLARS;** of which **Five Thousand Dollars (\$5,000.00)** in funding shall be used to support approved marketing and advertising expenses and the remaining **Fifteen Thousand Dollars (\$15,000.00)** shall support production expenses associated with the implementation of the 28th Annual Original Southwest Louisiana Zydeco Music Festival 2010 as per the attached budget, Exhibit B.

Deliverables

1. Contractor shall acknowledge the State's support in printed marketing, advertisements and promotional materials, 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 electronic, verbal and printed publicity efforts leading up to and during the event. **Advertising and media pieces used for ads representing Louisiana's tourism industry, must be approved by the LOT Sponsorship Program Manager, Leann Borne, 1051 North Third Street, Room 326 Baton Rouge, LA 70802 or email lborne@crt.state.la.us to be eligible for reimbursement.**

Contractor is permitted to make changes to the approved media/marketing plan to ensure maximum effectiveness, provided that changes meet eligibility requirements, however any such changes to the plan must be sent in writing to the LOT Sponsorship Program Manager.

2. Contractor shall prominently insert the **Louisiana.Travel.com** banner ad logo and hyperlink to the **www.LouisianaTravel.com** on the Contractor's website **www.zydeco.org** for the full term of the agreement.
3. Contractor shall 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.
4. 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 activities, the estimated attendance, a comparative analysis of attendance in the last three years, information regarding the effectiveness of this endeavor with regard to the economic impact, goals and objectives, deliverables and performance measures as outlined in **Exhibit A**. Contractor shall also provide supporting documentation for all items listed in the reimbursement request. Documentation shall include expense logs, proof of media purchases to include copies of invoices with ad tear sheets, broadcast logs from purchasing agents, copies of ads and ad sources, and associated media/press clippings derived from the event. The request must also be accompanied by photos of the event, copies of news releases, newspaper clippings, flyers, programs, agendas, schedules of activities, and other items of proof relating to the event's production and publicity, as well as copies of invoices or agreements verifying production cost. The **Final Report (Exhibit C)** shall be submitted by **March 15, 2011**.

Payment Terms

In consideration of the services described above, the State hereby agrees to reimburse the Contractor in an amount not to exceed **TWENTY THOUSAND and NO/DOLLARS (\$20,000.00)**. Travel and other 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.

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

Contractor shall submit an original invoice and the **Final Report (Exhibit C)** of the event, with supporting documentation for incurred expenses in compliance with the attached budget, **Exhibit B**, up to the maximum amount payable of **Five Thousand (\$5,000.00)** for approved marketing and advertising expenses.

Eligible reimbursable expenses for advertising and marketing include approved: advertisements for marketing & media publicity such as: newspaper, magazine, radio, television, and billboard advertisements, direct mail pieces, and internet marketing

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

Upon receipt of the **Final Report, (see Exhibit C)** and invoice, the State will also reimburse the Contractor in an amount up to **Fifteen Thousand (\$15,000.00)** for production expenses as per the attached budget (see **Exhibit B**).

Eligible reimbursable expenses associated with production include: entertainment as per the attached budget, **Exhibit B**.

All deliverables including the **Final Report (See Exhibit C)** and invoice must be received by the State no later than **March 15, 2011**.

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, 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, the Contractor will be required to repay the State in accordance with the State's terms.

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 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 Agency shall submit the Agreement, the Budget, and any other required

information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

In the event the Agency determines that the Contractor failed to use the funds set forth in its budget within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives for the use of the funds, the Agency shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Contractor shall be audited in accordance with R.S. 24:513. If the amount of the public funds received by the Agency is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The Agency shall forward to the Legislative Auditor, the Division of Administration, and the Joint Legislative Committee on the Budget, a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted no later than May 1, 2011.

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 72-0721203-02.

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 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.

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.

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 **March 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 XI 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

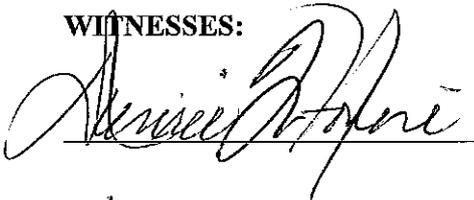
Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by any negligent act or omission, operation or work of the Contractor,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

Amendments in Writing

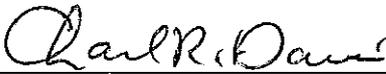
Except as otherwise provided herein; any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties, and approved by the Director of the Office of Contractual Review, of the Louisiana Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 5th day of January 2011

WITNESSES:




Department of Culture, Recreation, & Tourism

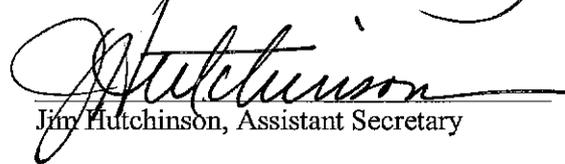

Office of the Lieutenant Governor & DCRT
Charles R. Davis, Deputy Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 4th day of January 2011.

WITNESSES:

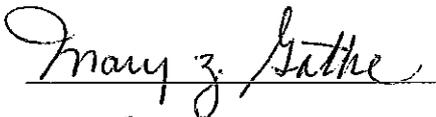



Office of Tourism


Jim Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT Lafayette, Louisiana on 15th day of January 2011.

WITNESSES:




Southern Development Foundation


Lena Charles, Festival Director

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Southern Development Foundation
Contract Monitor: Charlotte Galloway

Brief Description of Services: Cajun Zydeco music is a major contributor to the Louisiana traditions of history, culture and tourism, therefore the Contractor is being provided \$5,000.00 in funding to support approved marketing and advertising activities and \$15,000.00 in funding to assist in production costs associated with the implementation of the **28th Annual Original Southwest Louisiana Zydeco Music Festival 2010**, activities held beginning August 6 through September 4, 2010 in Plaisance, Louisiana.

Detailed Goals and Objectives: The goal in this project is to provide supplemental funding to increase attendance and support cost of an event that supports the tourism goal of presenting Louisiana as a unique and desirable tourism travel destination. The State receives tourism publicity and recognition at this event through media, printed materials, internet marketing, related advertisements and other publicity efforts. Louisiana's overall economy and tourism industry will benefit from this endeavor because of increased visitation and increased tax revenue.

Deliverables: Deliverables include all items listed in the in the Scope of Services, to include successful marketing and implementation of the event, and the **Final Report** and invoice accompanied by copies of marketing and publicity materials to include advertising publications, newspaper ads, news releases, photographs, and other media pieces that provide proof of marketing activities recognizing the DCRT, Office of Tourism as sponsor of the event, a speaking opportunity for a representative for the Office of Tourism and/or Office of the Lieutenant Governor at the event, photos of activities, proof of radio advertisement, itineraries, programs and other supporting documentation for expenses. Contractor shall also provide information regarding the economic impact such as the estimated number in attendance and information regarding the impact on area businesses.

Performance Measures: Contractor's performance will be measured by the ability of the Contractor to adhere to all terms of this agreement to include a successful event, accurate accountability for expenditures, reporting elements in compliance with the agreement, support documentation to verify activities, and by the information provided in and with the Final Report to include list of media outlets, quality publicity materials, 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, promotional expenses and production costs in compliance with this agreement prior to authorizing any release of payment to Contractor.
- Contract Monitor will review the information provided in the final report to measure the effectiveness of this endeavor with regard to stated goals and objectives.
- Contract monitor will submit a performance evaluation 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 marketing, advertising, and production costs 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. Louisiana's tourism industry 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 through increased visitations and increased tax revenue.

**EXHIBIT B
EVENT BUDGET**

2010-2011

Name of Contractor: Southern Development Foundation

Name of Event: 28th Annual Original Southwest Louisiana Zydeco Music Festival

<u>Anticipated Revenue</u>	<u>Amounts</u>
Participant and Entry fees	\$ 25,000.00
Other Sponsorships/Grants	\$ 30,400.00
In-kind donations	\$ 9,434.00
LOT Competitive Sponsorship Program (Marketing/Advertising)	\$ 5,000.00
DCRT, Funding Support for Event (Production)	\$ 15,000.00
Total Expected Revenue	\$ 84,834.00

Anticipated Expenses

<u>Expense Categories</u>	<u>Total amount</u>	<u>LOT</u>
Staffing (Labor)	\$ 1,709.00	\$
Operating services	\$ 1,800.00	
Advertising/Marketing (Outside 50 miles)	\$ 6,400.00	\$5,000.00
List each advertisement and cost		
KZWA, Lake Charles	\$ 1600.00	
KCLF New Road/ Baton Rouge	\$ 1200.00	
KOCH Houston Texas	\$ 1500.00	
KAYT Alex, Shrev, Mon, Jena	\$ 1600.00	
Off Beat Magazine Statewide Cir	\$ 500.00	
Production Cost	\$ 22,000.00	
Entertainment (artists, etc)	\$ 24,300.00	\$15,000.00
Facility Rentals	\$ 250.00	
Security	\$ 5,940.00	
Licenses/Permits	\$ 35.00	
Printing Promotion Items	\$ 3,971.00	
Printing Flyers Posters	\$ 2,301.00	
Insurance (Special Event Ins)	\$ 880.00	
Maintenance of equipment (Zydeco Park)	\$	
Rentals (other such as equipment, staging, etc)	\$ 5,172.00	
Dues and subscriptions	\$ 1,420.00	
Telephones	\$ 249.00	
Postage	\$ 759.00	
Utilities	\$ 1,807.00	
Other	\$ 1,620.00	
Office supplies	\$ 780.00	
Professional & Contract ors (Must Disclose)	\$	
Other charges	\$ 1,520.00	
Acquisitions & major repairs	\$ 1,921.00	
Total Anticipated Expenses	\$84,834.00	\$20,000.00

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 performing artist that are paid under this agreement with the invoice request for payment, to include the name of individual, address, phone, and amount paid.

EXHIBIT C

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

NOTE: To be submitted after completion of the event and with the request for payment.

Event Name: 28th Annual Original Southwest Louisiana Zydeco Music Festival
 Event Date: August 6, 2010 – September 4, 2010
 Organization: Southern Development Foundation
 Sponsorship Award Amount: \$20,000.00 (Combined Awards)
 Primary Contact for Event: Lena F. Charles
 Phone Number: 337-232-7672
 Email: lenafcharles@aol.com

SECTION II: Reimbursable Media

Reimbursable Items **\$5,000.00** for on pre-approved eligible media will be reimbursed up to the total amount of the award. \$15,000.00 towards event production cost as per the attached budget, Exhibit B.

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
Total					\$ _____

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Actual Cost
Total				\$ _____

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Actual Cost
Total				\$ _____

Online Placement (Website)

Web Site Name	Web Site Address	Target Description	Dates	Actual Cost
Total				\$ _____

Postage for Direct Mail

Direct Mail Piece	Target Audience/Mailing List Group	Quantity	Dates	Budgeted Cost
Total				\$ _____

Grand total spent on approved advertising \$ _____
Requested amount to be reimbursed not to exceed sponsorship award \$5,000

LOT STAFF USE ONLY

LOT Approved Reimbursement Amount \$20,000 (\$5,000 advertising, \$15,000 production)

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
 - Other _____ . LOT Sponsorship Manager will determine if proof is acceptable.

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.

Southern Development Foundation

Special Meeting of the Board of Directors
Of
Southern Development Foundation

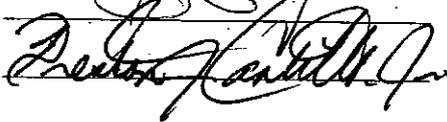
A special meeting of the Board of Directors of Southern Development Foundation, was held on 1/15/2011 whereby a resolution was passed authorizing Lena F. Charles TO SIGN ON BEHALF OF THE CORPORATION, and by her signature, enter into any agreement and all contractual obligations on behalf of this corporation as it relates to the Original Southwest Louisiana Zydeco Festival events for the year ~~2010~~ 2011

Secretary



Date 01/15/2011

~~rice~~ President



Date 1/15/11