



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

**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter sometimes referred to as "CRT" or the "State," and French Quarter Festivals, Inc., 400 North Peters Street, Suite 205, New Orleans, Louisiana 70130; hereinafter referred to as "FQFI" or "Contractor," under the following terms and conditions:

WITNESSETH:

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

WHEREAS, in accordance with La R. S. 51:1254, the Louisiana Office of Tourism 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, site, attractions, accommodations, and events. The office is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La R. S. 51:1255, the office is mandated to cooperate with all governmental agencies, tourists, promotion agencies, private industry, and private nonprofit associations and organizations in the promotion, advertising, and publicity of the state, including cooperative advertising, formation of local promotion groups, and other activities necessary to promote tourism and economic development; and

WHEREAS, French Quarter Festivals Incorporated is a nonprofit 501c (3) corporation formed in 1984 for the purpose of bringing residents back to the French Quarter after the completion of extensive street and sidewalk repairs. Since that time the organization has planned and implemented annual festivals free of charge for the public with the assistance of the community and over 1,000 volunteers from all segments of the community, which assist in the production of three major annual festival events, with a projected economic impact in excess of \$100 million , attracting over 500,000 participants annually; and

WHEREAS, the Contactor will plan and implement the **Satchmo SummerFest**, a celebration of the life, legacy and music of one of New Orleans' most famous sons, music trumpeter Louis Armstrong, known around the world. The weekend celebration is expected to attract from 30,000 to 40,000 locals and visitors and will **begin Thursday, August 5, and culminates on Sunday August 8, 2010**. Activities will include a kickoff party, a club crawl in the Faubourg Marigny, the music festival on the weekend at the Old U. S. Mint, lectures, discussions, movies, the playing of Louis Armstrong's recordings and other activities. The festival is designed for public enjoyment, tourism growth, and economic development purposes and will provide opportunities to showcase the culture, music, arts, heritage and rich traditions of the people of New Orleans and the state; and

WHEREAS, it is anticipated that the public benefit is to maintain awareness and a positive image of Louisiana as a unique and desirable travel destination, proportionate to the obligations undertaken by the State. The festival will also stimulate economic activities, and showcase the music, culture, heritage and unique qualities of the city, and will therefore benefit the State's tourism economy.

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

### **Scope of Services**

As provided herein and in greater detail in Exhibit A, which is by this reference incorporated herein, Contractor hereby agrees to furnish the following services:

1. Contractor hereby agrees to use the funds to supplement cost associated with the planning and implementing the Satchmo SummerFest to be held August 5-8, 2010 in New Orleans. Funding will support advertising and publicity, logistics, program and music production.
2. Contractor shall prominently recognize and acknowledge the Louisiana Office of the Lieutenant Governor and the Department of Culture, Recreation and Tourism, Office of Tourism as official sponsors in all promotional activities, including the placement of the State's official tourism logo (to be provided by the State) on all printed publicity materials. Contractor shall list the State's official tourism website ([www.LouisianaTravel.com](http://www.LouisianaTravel.com)) in publicity materials when possible. Contractor shall request the appropriate logo from the State upon the initiation and development of publicity materials. Questions regarding instructions for marketing and tourism publicity should be directed to Leann Borne, of Tourism Program and Services. Information may also be obtained at [www.crt.state.la.us/tourism/industrypartners.aspx#Sponsorship](http://www.crt.state.la.us/tourism/industrypartners.aspx#Sponsorship).
3. Contractor shall provide a link to the State's official website [www.LouisianaTravel.com](http://www.LouisianaTravel.com), from the Contractor's official website, prominently recognizing the State as an official sponsor.
4. Contractor shall acknowledge the State as an official sponsor at news conferences, in releases and at speaking engagements. FQFI will extend an invitation to the State to speak at major press conferences and other publicity events.
5. Contractor will solicit widespread media coverage of the festival and associated events from local and regional newspapers, TV stations, magazines, radio outlets, and other specialty publications.
6. Contractor shall do all things necessary to comply with state and city requirements for public safety in connection with all festivals and events to include proper insurance, licenses and permits.
7. Contractor agrees to submit invoices in accordance with the attached budget, Exhibit B and Progress Reports not more than monthly, which shall include but is not limited to details regarding events and activities, advertising and publicity efforts, photographs, a list of media outlets and opportunities, copies of printed publicity materials, and supporting documentation for expenses as per the attached budget.
8. Contractor shall provide the State with tickets and/or passes necessary to monitor the event, which deliverable items shall be submitted to the DCRT, Office of Tourism, 1051 North Third, Suite, 342, Baton Rouge, LA 70804 to the attention of Charlotte Galloway, Contract/Grants Supervisor to ensure proper distribution.
9. Upon completion of all services, the Contractor agrees to submit a final report of activities which shall include but is not limited to a description of the effectiveness of this endeavor with regard to the specific goals, objectives and performance measures as outlined in Exhibit A, and shall provide documentation of acknowledgement the State's sponsorship by providing copies of publicity materials, news clippings, event brochures, and associated media/press clippings. Contractor shall also provide the estimated attendance figures, the proposed public relations

value, statistics and other information regarding the economic impact on the city and state and a comparative analysis of attendance for the last several years. **Contractor shall submit the final report not later than December 31, 2010.**

### **Payment Terms**

In consideration of the services described above, the State hereby agrees to pay Contractor up to a maximum amount of SEVENTEEN THOUSAND AND FIVE HUNDRED NO/100 (\$17,500.00) DOLLARS. Travel and other reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed separately. Payment for services will be made only on approval of Jack Warner, Deputy Assistant Secretary of Tourism, his designee, supervisor, or successor.

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

One payment will be disbursed to the Contractor by the State upon receipt and approval of the final report as noted in the Scope of Services and original invoice on organization stationary, which shall note the services provided in accordance with the attached budget (Exhibit B). Contractor shall submit supporting documentation for expenses in accordance with the budget. **The final invoice and report shall be received by the State not later than December 31, 2010.**

Payment for services is also contingent on the availability of funds and the approval of this Agreement by the Louisiana Division of Administration, Office of Contractual Review.

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

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 ceases to do business in Louisiana, the Contractor shall be required to repay the State as determined by the State.

### **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 72-1046163.

### **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, 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 Contracting Party 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 agreement at any time by giving thirty (30) days written notice to Contractor. 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 materials 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 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.

### **Term 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 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education

Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this 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 part for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any negligent act or omission, operation or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

### **Amendments in Writing:**

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

## EXHIBIT A

**Agency Name:** Office of Tourism  
**Contractor's Name:** French Quarter Festivals, Inc (Satchmo SummerFest)  
**Contract Monitor:** Jack Warner

**Detailed Goals and Objectives:** The goal of the endeavor is to provide funding for operations, and publicity expenses associated with the implementation of the Satchmo SummerFest to be held on August 5-8, 2010, primary activities to be held at the U. S. Mint building in the French Quarter of New Orleans; an event held free to the public. Objectives include the celebration of the New Orleans legend Louis Armstrong and his music with public entertainment for the benefit of tourism growth, economic development and to showcase the culture, music, arts, heritage and rich traditions of New Orleans to visitors and other participants of the festivals.

**Deliverables:** Deliverables include all items listed in the Scope of Services to include successful implementation and publicity associated with the Satchmo SummerFest, events and activities; organized and managed by the Contractor. Contractor shall provide to the State copies of publicity materials and other media pieces which shall validate acknowledgement of Louisiana tourism support, complementary tickets and passes for monitoring purposes, a final report, invoices and supporting documentation for expenditures in accordance with the attached budget.

**Performance Measures:** Contractor's performance will be measured by: (1) Number and quality of events and activities; (2) Number of attendees at the individual events; (3) Number of media outlets reached and other publicity efforts; (4) Media coverage received as a result of the various events and activities; and (5) The economic impact based on statistics as it relates to the financial impact on local businesses including local hotels and restaurants.

**Monitoring Plan:** Jack Warner, Deputy Assistant Secretary of Tourism will serve as the State's Contract Monitor or his designee, supervisor or successor, and will ensure that services are rendered and delivered complete and according to the terms of this agreement. The Contract monitor will also review and verify submitted invoice(s), services and documentation for expenses in accordance with the budget, prior to authorizing any release of payment.

Contractor is required to submit the final report upon completion of all services to assist in the evaluation of overall services. A performance evaluation will be completed by the Contract Monitor and will be submitted to the DCRT, Office of Management and Finance within 45 days of the completion of services or the expiration of agreement.

**Utility of Final Product:** The Satchmo SummerFest will be organized, promoted and implemented under this agreement; an event designed to celebrate the legacy of Louis Armstrong and will include public entertainment for the benefit of tourism growth and economic development purposes. The event will also showcase the culture, music, arts, heritage and rich traditions of the people of New Orleans and the state and support the tourism goal of maintaining tourism awareness and a positive image of Louisiana as a unique and desirable travel destination. Services will benefit the State's tourism economy by drawing visitors to the state, thereby increasing visitor spending.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on August 13, 2010.

WITNESSES:

Department of Culture, Recreation and Tourism

Amie B. B.

Pam Breaux  
Pam Breaux, Secretary

Camilla Deesman

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on August 11, 2010.

WITNESSES:

DCRT, Office of Tourism

[Signature]

Jim Hutchinson  
Jim Hutchinson, Assistant Secretary

Janet Sawyer

THUS DONE AND SIGNED AT New Orleans, Louisiana on August 17 2010.

WITNESSES:

French Quarter Festivals, Inc.

Archie Arzoli

Marian Schramm  
Marian Schramm, Executive Director

Susan Leyer

## Exhibit B

### Project Budget (FY 2010-11)

Satchmo SummerFest (August 5-8, 2010)

#### Anticipated Income or Revenue

<u>Sources</u> (list all sources of revenue for entire project)	<u>Amounts</u>
DCRT, Office of Tourism	\$17,500.00
Other sponsorships	\$43,000.00
Cash on hand	\$89,745.00
<b>Total Revenue</b>	<b>\$150,245.00</b>

#### Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Tourism</u>
Advertising, promotion, website	\$ 5,520	\$5,250
Event Logistics (tents, live broadcast, electrical, etc.)	\$50,000	\$4,000
Special Events (Jazz Mass, Parade, Trumpet Tribute, Kickoff Party)	\$13,400	\$5,000
Food and Beverage (product, supplies, ice, tickets, fire watch)	\$17,055	
Merchandise	\$ 12,000	
Music	\$ 44,570	\$3,250
Sponsorship	\$ 4,400	
Volunteers	\$ 3,300	
<b>Total</b>	<b>\$150,245</b>	<b>\$17,500.00</b>

*Budget categories listed above reflect a typical budget and may be adjusted by the Contractor or recipient to reflect actual categories necessary for each individual programs or events. Contractor must disclose the recipients of any funds used for salaries and other professional contract services to include the names of recipients and contact information, services being provided and amount to be paid under this agreement. Note the Office of Tourism's preference is funding for publicity effort, advertising and program services.*