Transmittal to Louisiana Legislative Auditor of Comprehensive Budget Information

Transferring Agency: Office of the Lt. Governor/Department of Culture, Recreation & Tourism

Agency #: Tourism **Program #: 267**

Receiving Agency or Entity

Name	Type	$ Amount
Louisiana Association of CVBs	CEA	$100,000.00
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Please attach email submission/documentation.

Submitted by: Charlotte Galloway **Date Submitted:** 12/13/10

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 "Agency," and the Louisiana Association of Convention and Visitor Bureaus, 450 Laurel Street, Suite 1400, Baton Rouge LA 70801; hereinafter referred to as "Contractor" or "LACVB" 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 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 the Office of Tourism is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, the purposes of the Louisiana Association of Convention and Visitors Bureaus are (1) to raise the level of professionalism in the convention and visitor industry through ongoing educational efforts, (2) to exert its collective influence in matters that may impact the convention and visitor industry, (3) to position the convention and visitor industry as an important economic generator in member communities, and (4) to provide members opportunities to market their communities as convention and tourism destinations; and

WHEREAS, the LACVB currently serves to assist 34 Convention and Visitors Bureaus and tourist commissions from regions statewide in collaborating, promoting, organizing and marketing a variety of event opportunities available within Louisiana to include facility and site needs for recreational activities, cultural events, meetings/conventions, leisure travel and tradeshows, consumer shows, public relations events, media, sports events, familiarization tours, trade industry receptions and other activities; by participating in, assisting and offering services for luncheons, informational meetings and training seminars in targeted markets; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase economic impact on Louisiana through strong, effective public initiatives, the State desires to cooperate with the Contractor to implement the Louisiana Association of Convention and Visitors Bureaus' **Marketing and Public Relations Initiative** developed for the state's fiscal year 2010-2011; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and positive image of the state as a unique and desirable business and tourism travel destination is proportionate to obligations undertaken by the State. Louisiana's 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

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 and deliverables:

The Louisiana Association of Convention and Visitor Bureaus (LACVB) shall represent Louisiana's tourism industry at events on the statewide, national and international levels, and shall be responsible for implementing and reporting on activities to the State and members representing 34 Louisiana Convention and Visitors Bureaus and Tourist Commissions from the following parishes:

Desoto, Ouachita, Lincoln, Caddo, Union, Webster, Rapides, Avoyelles, Ascension, East Baton Rouge, Terrebonne, Iberville, Jefferson, Lafourche, Livingston, Orleans, Natchitoches, Sabine, Vernon, Acadia, Allen, St. Mary, Iberia, Jefferson Davis, Lafayette, St. Martin, Calcasieu, Vermilion, St. Tammany, St. Charles, St. James, St. John, St. Landry, Tangipahoa, West Baton Rouge and West Feliciana.

Under the **Marketing and Public Relations Initiative**, the LACVB shall be responsible for:

1. Planning and implementing programs, events, meeting, training sessions, etc. and shall also be responsible for reporting, invoicing and ensuring that all deliverables and services are carried out on behalf of and in collaboration with the Convention and Visitors Bureaus and Tourist Commissions being represented.

2. Coordinating, planning and implementing the participation in trade shows and in sponsoring special events and activities to include media and industry luncheons, receptions, mailings, shipping needs, decorations, promotional items, travel, publicity materials, etc, which cost is included in the total maximum amount payable under this agreement and will not be reimbursed separately.

3. Facilitating the LACVB's participation representing Louisiana as an exhibitor in/at the following leisure travel, trade and/or consumer shows/events:

    - **HSMAI Affordable Meetings - $11,000.00**
        - **September 8-9, 2010**
        - Washington, D.C.
        - Forum where planners, properties, and suppliers come together to do Business- Expectation in excess of 2,000 planners in attendance – Sponsorship for a booth to be hosted by members of LACVB that participate in the buy-in

    - **Connect Marketplace - $12,000.00**
        - **September 16-19, 2010**
        - Louisville, KY (New Event)
        - Meeting Planners show – over 150 pre-qualified SMERF planners
        - Good at screening participants – allowing planners with the ability to move their meetings around the country and book at least 300 hotel rooms per meeting

    - **ASA National - $7,500.00**
        - **October, 2010 in Reno**

- This group decides where sports events will be held around country
- 2011 in Shreveport; Contractor will host a reception at the 2010 event to encourage attendance at the 2011 event

- **Society of American Travel Writers - $15,500.00**
  - **October 8-13, 2010**
  - Germany
  - The SATW annual meeting held in the State of Saxony in Germany in 2010. LACVB will purchase a gold sponsorship that will provide program time and many other opportunities before and during the meeting.

- **TEAMS - $12,000.00**
  - **October 16-24, 2010**
  - Charlotte, NC
  - The world's largest gathering for the sports-event industry
    Over 3000 event Rights-holders and pre-scheduled one-on-one appointments

- **Rejuvenate Market Place - $12,500.00**
  - **October 18-21, 2010**
  - Louisville, KY
  - Good screening process, allowing planners with the ability to move their meetings around the country and book at least 50 hotel rooms per meeting

- **AAU (Amateur Athletic Union)-$10,000.00**
  - **October 25-29, 2010**
  - San Juan, Puerto Rico
  - LACVB will offer sponsorship to AAU at their annual meeting
  - Meets every other year

- **USSSA (United States Specialty Sports Assn) - $10,000.00**
  - **November 14-20, 2010**
  - Daytona, FL
  - Sponsorship is for the closing luncheon at the Convention. USSSA conducts 12 national championship sports events.
  - Opportunity for Louisiana to serve as the host of multiple age divisions for state, regional and national sporting competitions with USSSA.

- **NASC (National Assn. of Sports Commissioners) - $22,500.00**
  - **April 12-14, 2011**
  - Greensboro, NC
  - Sponsor the Cyber Café
  - Rights holders meeting at this event
  - http://www.nascsymposium.com/

- **Media and Travel Events in Texas - $22,500.00**
  - **January 21-21, 2010**
  - Media and travel trade events in Houston, Austin, Dallas and possibly San Antonio
  - (Include Booth at Texas Press Association Trade Show - **$2000**

- Typical turnout includes publishers, editors and advertising managers representing 125 to 175 newspapers
- Utilize the LOT Public Relations Agency or staff to assist with organizing as part of sponsorship

- **Collaborations with Houston, TX - $17,500.00**
  - **May 3-6-, 2011**
  - Houston TX
  - Meeting Planners

- **The Central States Chapter of the Society of American Travel writers - $13,000.00**
  - Lafayette is hosting **May 18 -22 , 2011**
  - 80 Writers

- **Family Motorcoach Association (recommended by Monroe) – $6,500.00**
  - **March 14 to 17, 2011**
  - Perry, Georgia, March 14 to 17, 2011: FMCA's 85th International Convention
  - The Georgia National Fairgrounds & Agricenter International will host FMCA for the seventh time.

4. Prominently inserting the **LouisianaTravel.com** in all event/exhibit signage, promotional materials and advertisements, recognizing the State as a sponsor in all news releases and media advisories. Information regarding the State's logo can be found on the State tourism website at www.crt.state.la.us/tourism/grants.aspx.

5. Submitting to the State at least quarterly **Progress Reports** of services providing details of events and activities to include, cost breakdown, estimated attendance at the event, relevant observations (tourism opportunities), collaborations, list of inquiries/leads developed, copies of printed materials developed for publicity, and information regarding the effectiveness of the state's participation in each event, with recommendations for future participation in each event attended, and photographs of activities to include vendor booths and the Louisiana booth presentations used for marketing and publicity.

6. Upon completion of all services, Contractor shall submit a **Final Report** of the Louisiana Association of Convention and Visitors Bureaus' **Marketing and Public Relations Initiative,** providing details of the endeavor, which shall include but not limited to, a description of the effectiveness of this endeavor as it relates to the goals and objective of LACVB and the State, based on the goals, objective and performance measures outlined in Exhibit A, which is attached to this agreement. Contractor shall also submit documentation and/or verification of marketing initiatives that promote the Louisiana tourism industry, including associated media/press clippings derived, publicity materials, brochures, flyers, etc, reports noting specifics regarding the participation in the outlined events listed above, an original invoice for most recent expenditures and a detailed accounting summary of all expenditures associated with the project. Contractor agrees to submit the **Final Report** not later than **July 15, 2011.**

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of One Hundred Thousand Dollars and no/cents ($100,000.00). Travel and other reimbursable expenses shall constitute part to the total maximum payable and shall not be paid or reimbursed separately. Payment will be made only on approval of the State's assigned Contract Monitor, Charlotte

Galloway, her supervisor, designee or successor.

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

> Contractor shall submit **Progress Reports** at least quarterly with invoice noting all services that have been provided. Any request for payment shall be accompanied by supporting documentation for expenses such as copies of cost reports, receipts, invoices, agreements, sign-in sheets, advertising tear sheets, and any other supporting documentation for services. Upon verification of all services, in compliance with the terms of the agreement and the **Budget, Attachment B** as compared to the invoiced request, the Contract Monitor will authorize the release of payment.

Payment is contingent upon the approval of this agreement by the director of the 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.

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 transferring 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 provider 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 72-0796386.

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 the 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, and Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this contract. 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.

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.

Term of Contract

This contract shall begin on **August 1, 2010** 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, 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 final judgments of sums of money to any party for loss of life or injury or damage to person or property to the extent that any such final judgment results from any negligent act or omission of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

Amendment Clause

Any alteration, variation, modification, or waiver of provisions of this contract 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.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on December 22, 2010 (date).

WITNESSES:

Department of Culture, Recreation, & Tourism

Pam Breaux, Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on November 19, 2010 (date).

Office of Tourism

Jim Hutchison, Assistant Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on DEC 6, 2010 (date).

Louisiana Association of Convention and Visitors Bureaus

Julie Fuselier, Executive Director

EXHIBIT A

Agency Name:	Office of Tourism
Contractor's Name:	Louisiana Association of Convention and Visitors Bureaus
Contract Monitor:	Charlotte Galloway

Detailed Goals and Objectives: The Contractor, in collaboration with partners, will implement the Louisiana Association of Convention and Visitor Bureau's Marketing and Public Relations Initiative, representing 34 Louisiana Convention and Visitors Bureaus and tourist commissions in marketing, advertising and public relations efforts. The goal of this endeavor is to provide funding to assist the LACVB in promoting and marketing Louisiana's resources in the areas of sports, lodging, events, meeting facilities, historical and cultural aspects, conventions, consumer and leisure travel shows/marketplaces and other areas of tourism for the purpose of economic development.

Deliverables: Deliverables include implementation of programs to include planning, meetings, marketing and publicity efforts, Louisiana tourism representation at national planning meetings, travel and trade shows, FAM tours, and other initiatives that promote tourism, Progress Reports and the Final Report as detailed in the Scope of Services, submitted with supporting documentation for activities, and the invoice and supporting documentation for expenses in compliance with the Budget, Attachment B.

Performance Measures: Contractor's performance will be measured by the results derived from the marketing efforts to include: number of leads generated from participation as noted in reports, number of trade shows attended, number of planning meeting and conventions provided or attended, marketplace participation, quality of itineraries created, quality and quantity of marketing tools developed to promote Louisiana, recorded observations at trade shows and events, feedback on results and opportunities and by the reporting of new venues created for meetings, conventions, sports, and other opportunities for increased travel to Louisiana.

Monitoring Plan: Charlotte Galloway will serve as the State's Contract Monitor and will ensure performance in compliance with the terms of the agreement in the following manner:

- Contract Monitor will review Progress Reports and supporting documentation for services to ensure that deliverables are being complied with in accordance with the terms of the agreement.
- Contract monitor will review and verify services and cost reporting against the submitted invoice(s), as compared to the submitted budget to ensure compliance prior to authorizing the release of payment to Contractor.
- Contract Monitor will review the Final Report at the conclusion of services to analyze the effectiveness of this endeavor to analyze as to whether of not the stated goals and objectives have be meet in terms of the performance measures, as well as complete and submit a performance evaluation to the Office of Management and Finance within 45 days of the termination date of this agreement.

Utility of Final Product: This cooperative agreement between the Office of Tourism and the LACVB will serve as a pilot program to assist tourism partners in the creation of public/private partnerships in the implementation of promotional initiatives. This agreement complies with the Louisiana Office of Tourism goals and objectives of increase the awareness of Louisiana as a meetings/conventions, sports, and leisure destination to increase the number of these events booking in Louisiana.

Attachment B
Louisiana Association of Convention and Visitors Bureau

Marketing and Public Relations Initiative 2010-11
Anticipated Income or Revenue

Income	**Amount**
DCRT, Louisiana Office of Tourism	$100,000.00
LACVB Contribution	$ 72,500.00
Other	
TOTAL PROJECT COST	**$172,500.00**

Anticipated Expenses

Marketing and Public Relations Initiatives

Event	**Date**	**Location**	**LACVB Contribution**	**Maximum Budgeted Amount**	**LA Tourism Contribution**
Connect Marketplace	September, 16-19, 2010	Louisville, KY	$5,000.00	**$12,000.00**	$7,000.00
HSMAI Affordable Meetings	September 6-9, 2010	Washington, D. C.	$5,000.00	**$11,000.00**	$6,000.00
AAU (Amateur Athletic Union)	October 25-29, 2010	San Juan, Purto Rico	$5,000.00	**$10,000.00**	$5,000.00
ASA National	October, 2010	Shreveport Reno, NV	$2,500.00	**$7,500.00**	$5,000.00
TEAMS	October 16-24, 2010	Charlotte, NC	$6,000.00	**$12,000.00**	$6,000.00
Society of American Travel Writers	October 8-13, 2010	Germany	$7,000.00	**$15,500.00**	$8,500.00
Rejuvenate Market Place	October 18-21, 2010	Louisville, KY	$5,500.00	**$12,500.00**	$7,000.00
USSSA(U. S. Specialty Sports Association)	November 14-20, 2010	Daytona, FL	$5,000.00	**$10,000.00**	$5,000.00
NASC (National Assoc. of Sports Commissioners)	April 12-14, 2011	Greensboro, NC	$7,500.00	**$22,500.00**	$15,000.00
Media 7 Travel Events in Texas	January, 2011	Texas	$7,500.00	**$22,500.00**	$15,000.00
Collaborations, Houston TX	May, 2011	Texas	$7,500.00	**$17,500.00**	$10,000.00
Society of American Travel Writers –Central States Chapter	May, 18-22, 2011	Lafayette	$5,000.00	**$13,000.00**	$8,000.00
Family Motorcoach Association	March 14-17, 2011	Perry, GA	$4,000.00	**$6,500.00**	$2,500.00
TOTAL EXPENSES			**$72,500.00**	**$172,500.00**	**$100,000.00**