

## 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: Louisiana Association of Convention and Visitors Bureaus

CONTRACTOR'S ADDRESS: 1165 S Foster Drive, Baton Rouge, LA 70806

CONTRACTOR'S FEDERAL ID# 72-1469064

SOCIAL SECURITY # N/A

CONTRACTOR'S CONTACT PERSON: Tiffany Schultz

CONTRACTOR'S TELEPHONE: 225-408-4029

EMAIL ADDRESS: TSchultz@ltpa.org

TOTAL CONTRACT AMOUNT:

New Total Amount \$80,000.00      Amendment Amount: +\$5,000.00

CONTRACT PERIOD:      August 1, 2012 – June 15, 2013

FUNDING AGENCY:      DCRT, Office of Tourism

SOURCE OF FUNDS:      Agency Appropriation (N/A)  
State: 100%  
Federal \_\_\_\_\_ Percent  
Self-generated \_\_\_\_\_ Percent

Organ. 6786      Object 3000      Sub object 04      Reporting Cat. 7313nd

Organ. \_\_\_\_\_      Object \_\_\_\_\_      Sub Object \_\_\_\_\_      Reporting Cat. \_\_\_\_\_

Organ. \_\_\_\_\_      Object \_\_\_\_\_      Sub Object \_\_\_\_\_      Reporting Cat. \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICES:

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

**CORPORATIONS:**

\_\_\_\_\_ **Nonprofit Corporation**  
*(Requires Board Resolution of Authority)*

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

\_\_\_\_\_ **Louisiana Commissioned Agency (Not for Profit)**

\_\_\_\_\_ *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:

## Contracts and Letters of Agreement Tourism Routing Slip

Contractor: Louisiana Association of CVB's Amount: \$ 80,000.00

To/Thru: August 1, 2012 - July 15, 2013 Initials Date

R/A	<input checked="" type="checkbox"/>	Charlotte Galloway, Contracts	<u>see attached</u>	<u>1/16/2013</u> <i>CG</i>
R/A	<input checked="" type="checkbox"/>	Karen Richardson, Contracts	<u>see attached</u>	<u>2/5/2013</u>
R/A	<input checked="" type="checkbox"/>	Julia George Moore, Legal	<u>see attached</u>	<u>2/1/2013</u>
R/A	<input checked="" type="checkbox"/>	Jack Warner, Deputy Asst. Sec	<u><i>[Signature]</i></u>	<u>2/25/13</u>
R/A	<input checked="" type="checkbox"/>	Kyle Edmiston, OT Asst. Sec.	<u><i>KE</i></u>	<u>2/25/13</u>
R/A	<input checked="" type="checkbox"/>	Randy Davis, Deputy Secretary	<u><i>RD</i></u>	<u>2/27/13</u>
R/A	<input type="checkbox"/>	Desiree Honoré, OMF	_____	_____

Note: Circle R if reviewer or A if approved; please adhere to deadlines and turn around documents timely; attach support documentation.

Monitor: ~~Jay Fusa~~ *Jack Warner*

Preparer: Judy Halloran

Contract

Letter of Agreement

Other (CEA)

*AMENDMENT*

**Document Summary:**

Justification for amendment: This Cooperative Endeavor between the Contractor and State provides opportunities to expand and increase the economic impact of tourism in Louisiana through strong and effective marketing and public relations activities that are designed to increase travel and visitations to Louisiana. After a recent evaluation of the planned activities, the Contractor has requested, and the State has agreed to the revisions in the Scope of Services, that are designed to more effectively accomplish the goal of increasing travel to Louisiana.

**Late Justification:**

This amended agreement is not being submitted within 45 days of the beginning of services because of delayed notification.

**Amendment to Cooperative Endeavor Agreement  
between the  
State of Louisiana**

Department of Culture, Recreation and Tourism  
Office of Tourism  
AND  
Louisiana Association of Convention and Visitors Bureaus, Inc.  
1165 S. Foster Drive, Baton Rouge, LA 70806  
Vendor Number # 72-1469064 Phone: 225-346-1857

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Under the terms of Cooperative Endeavor Agreement DCRT-OT-13-03 (CFMS#716290), between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism and the Louisiana Association of Convention and Visitors Bureaus (LACVB), the LACVB has agreed to promote and represent Louisiana's tourism industry on the state, national and international level. This amendment provides for revisions to the Scope of Services, Payment Terms, and the Budget (Exhibit B), to maximize the impact of tourism promotions.

**Amendment Provisions**

**Change 1)**

**Delete the following event from the Scope of Services, Page 3, Item 3, Bullet F:**

**F. Boston Globe Travel Show  
Feb 8-10, 2013  
Boston, Massachusetts**

- ❖ The 2012 Boston Globe Travel Show posted record attendance in its 7th year, with a total of 24,216 attendees consisting of 21,948 consumers and 2,268 travel trade representatives, an 18% increase over the 2011 attendance. Exhibitors reported very high numbers of qualified attendees who came to the show already educated and ready to book. It is expected that the 2013 event will be larger than prior years.
- ❖ LACVB will attend as an exhibitor.

**Replace the event deleted from the Scope of Services Page 3, Item 3, Bullet F, with the following event:**

**F. Super Bowl  
January 31<sup>st</sup>-February 3<sup>rd</sup>, 2013  
New Orleans, Louisiana**

- ❖ The 2013 Super Bowl will be held on February 3<sup>rd</sup> in New Orleans this year and is expected to draw millions of out-of-state visitors, providing an excellent opportunity to promote Louisiana tourism assets and encourage extended and future visits.

- ❖ LACVB will have a 20x20 display tent located on the NFL Super Bowl Boulevard in Woldenberg Park. To draw attention to the booth, LACVB will hire a photographer to take photographs of visitors in front of Louisiana scenery backdrops. The intent is to use photographs to draw visitors to the booth, collect email addresses from the visitors to transmit the photos to participants and other promotional materials. The booth will be placed next to the main music stage as well as media booths such as ESPN, Fox Sports, etc.
- ❖ LACVB participants will distribute tourism information and other promotional items at the booth as well.

**Change 2)**

**Delete the following event from the Scope of Services, Page 5, Item 3, Bullet L:**

**L. Louisiana Music CD Events**

- ❖ LACVB will assist the Office of Tourism in producing music events throughout the State in conjunction with Oxford American. The Oxford American is an American quarterly literary magazine that is dedicated to featuring the very best in Southern writing while documenting the complexity and vitality of the American South.

**Replace the event deleted from the Scope of Services, Page 5, Item 3, Bullet L with the following event:**

**L. FMCA-Family Motor Coach**

**June 19-22, 2013  
Gillette, Wyoming**

- ❖ The 88<sup>th</sup> FMCA International Convention - FMCA is the only motor home show that LACVB attends, the show is extremely valuable not only to the Campground/RV Park industry but to attractions and restaurants as well. There are only a handful of states that promote tourism at this show, and Louisiana is usually the only state represented from the South. A large percentage of the attendees will be traveling south for the winter; Louisiana will continue to gain overnight visitors because of this show.
- ❖ LACVB will participate by displaying a booth and may sponsor an event or activity should a reasonable opportunity be made available. CVB members will also attend to work the booth and distribute tourism related materials such as the Official Louisiana Tour Guide and other tour guides from their respective areas.

**Change 3)**

**Add to the Scope of Services on Page 5, Item 3, as Bullet M, the following event:**

**M. SXSW Austin  
March 15, 2013  
Austin, Texas**

- ❖ Louisiana has designated the year 2013 as the Year of Music, and is currently engaged in a major tourism campaign with a focus on Louisiana's Music.

- ❖ LACVB, together with the Office of Tourism will host the Blackheart's on Rainy Street "Event," a promotional event to be held during the SXSW Film Festival, where Louisiana cuisine will be served to the public and live music by Louisiana artists will be performed.
  - At least two Louisiana bands will be featured at the Event to showcase Louisiana's music culture.
  - As the official sponsor of the Event, LACVB will invite a combination of music executives, movie and TV music supervisors, artists and musicians and music lovers, journalists and other individuals who wish to network with personnel from Louisiana convention and visitor bureaus who are attending the Event to learn more about Louisiana tourism, music, food and artists.

**Change 4)**

**Delete the following language from Page 6, Payment Terms, sentence 1:**

In consideration of the services described above, the State hereby agrees to pay Contractor up to a maximum amount of **Seventy Five Thousand and no/dollars (\$75,000.00)**.

**Replace the language deleted from Page 6, Payment Terms, sentence 1, with the following:**

In consideration of the services described above, the State hereby agrees to pay Contractor up to a maximum amount of **Eighty Thousand dollars (\$80,000.00)**.

**Change 5)**

**Remove Page 12 (Exhibit B), and insert the attached revised Budget as replacement Page 12 (Exhibit B)**

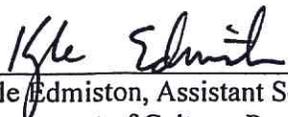
**Amendment becomes effective: January 14, 2013**

**Justification for amendment:**

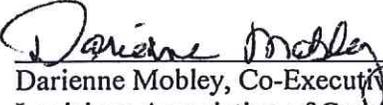
This Cooperative Endeavor between the Contractor and State provides opportunities to expand and increase the economic impact of tourism in Louisiana through strong and effective marketing and public relations activities that are designed to increase travel and visitations to Louisiana. After a recent evaluation of the planned activities, the Contractor has requested, and the State has agreed to the revisions in the Scope of Services, that are designed to more effectively accomplish the goal of increasing travel to Louisiana.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. It is in the best interest of the State to approve the requested revisions.

This amendment is signed and entered into on the date indicated below:

 2/25/13  
\_\_\_\_\_  
Kyle Edmiston, Assistant Secretary (Date)  
Department of Culture, Recreation and Tourism  
Office of Tourism

 2/27/13  
\_\_\_\_\_  
Charles R. Davis, Deputy Secretary (Date)  
Office of the Lieutenant Governor  
Department of Culture, Recreation & Tourism

 3/1/13  
\_\_\_\_\_  
Darienne Mobley, Co-Executive Director (Date)  
Louisiana Association of Convention and Visitors Bureaus

## EXHIBIT B

### *Louisiana Association of Convention and Visitors Bureaus Marketing and Public Relations Initiative FY 2012 - 2013*

<i>Revenue Sources</i>	<i>Amount</i>
DCRT, Louisiana Office of Tourism	\$80,000.00
LACVB Contribution	\$78,500.00
<b><i>Total Project Revenue</i></b>	<b><i>\$158,500.00</i></b>

### *Anticipated Expenses*

Event	Date	Location	Estimated Cost of Participation	LACVB Contribution	LOT Contribution
Family Motor Coach	August 27-30, 2012	Indianapolis, Indiana	\$8,500.00	\$5,000.00	\$3,500.00
Dallas Morning News Travel Show	November 10-11, 2012	Dallas, Texas	\$10,000.00	\$5,000.00	\$5,000.00
United States Specialty Sports Association (USSSA)	November 14-16, 2012	Temecula, California	\$10,000.00	\$5,000.00	\$5,000.00
Los Angeles Travel & Adventure Show	January 12-13, 2013	Long Beach, California	\$13,500.00	\$8,500.00	\$5,000.00
New York Times Travel Show	January 18-20, 2013	New York, New York	\$13,500.00	\$8,500.00	\$5,000.00
Super Bowl	January 31-February 3, 2013	New Orleans, LA	\$12,500.00	\$6,000.00	\$6,500.00
Bassmaster Classic	February 22-24, 2013	Tulsa, Oklahoma	\$9,000.00	\$4,000.00	\$5,000.00
SXSW Conference	March 15, 2013	Austin, Texas	\$10,000.00	\$5,000.00	\$5,000.00
National Association of Sports Commissions (NASC)	April 23-25, 2013	Louisville, Kentucky	\$22,500.00	\$7,500.00	\$15,000.00
Gator By the Bay	May 2013	San Diego, California	\$8,500.00	\$5,000.00	\$3,500.00
Bayou Bash	May 2013	Houston, Texas	\$7,000.00	\$4,000.00	\$3,000.00
Chicago Blues Fest	June 2013	Chicago, Illinois	\$25,000.00	\$10,000.00	\$15,000.00
Family Motor Coach	June 19, 2013	Gillette, Wyoming	\$8,500.00	\$5,000.00	\$3,500.00
<b><i>Total FY 2012 -2013 Initiatives</i></b>			<b><i>\$158,500</i></b>	<b><i>\$78,500</i></b>	<b><i>\$80,000.00</i></b>

The State may approve necessary adjustments to payments for events/activities based on the actual verified costs for participation, or in cases where funding is adjusted to attend added events or activities, to maximize the State benefits. Any such deviations from the budget must be approved by the State prior to implementation.

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 Visitors Bureaus, Incorporated, 1165 S. Foster Drive, Baton Rouge LA 70806; 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 scenic resources, transportation, cuisine, sites, attractions, accommodations, and events and the Office of Tourism is also mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, The Louisiana Association of Convention and Visitors Bureaus, Incorporated is a not-for-profit corporation, whose purposes include: (1) raising the level of professionalism in the Louisiana convention and visitor industry through ongoing educational efforts, (2) exerting collective influence in matters that may impact the convention and visitor industry, (3) positioning Louisiana's convention and visitor industry as an important economic generator in member communities, and (4) providing members with opportunities to market their communities as convention and tourism destinations on the state, national and international levels; and

WHEREAS, the LACVB is currently serving 34 Convention and Visitors Bureaus and Tourist Commissions, with membership representing 38 parishes from regions statewide; the organization collaborates, promotes, organizes and markets a variety of events and services provided by tourism partners within Louisiana, involving lodging, meetings and convention facilities, sites, recreational activities, cultural events, leisure travel and tradeshow opportunities, consumer shows, public relations events, media resources, sports events, familiarization tours, trade industry receptions and other activities, and encourages collaboration and participation. The organization also offers assistance with services, that involve luncheons, informational meetings and training seminars, that are designed for targeted markets; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase economic impact of tourism on Louisiana through strong, effective public initiatives, the State desires to cooperate with the Contractor by supporting the implementation of the Louisiana Association of Convention and Visitors Bureaus' **Marketing and Public Relations Initiative**, that has been developed for fiscal year 2012-2013; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of Louisiana as a unique and desirable business and tourism travel destination is proportionate to obligations undertaken by the State in this agreement. 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, the Contractor hereby agrees to furnish the following services and deliverables:

The Louisiana Association of Convention and Visitors Bureaus (LACVB) shall represent Louisiana's tourism industry at events on the statewide, national and international levels, and shall be responsible for planning, coordinating, implementing and reporting on activities to the State and members that represent the 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, 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, West Feliciana, St. Bernard, Bossier, Cameron and Concordia.

Under the Marketing and Public Relations Initiative, the LACVB shall:

1. Plan and implement meetings, programs, publicity events, training sessions, etc.; and be responsible for reporting both financial and programmatic activities, serving in an administrative capacity to ensure that all deliverables and services are carried out on behalf of, and in collaboration with the State and the Convention and Visitors Bureaus and Tourist Commissions that are being represented.
2. Coordinate, plan, and ensure the ongoing participation of members in activities such as: travel and trade shows; ensure adequate Louisiana tourism representation at activities and/or events to maximize benefits; organize and/or facilitate ongoing media and industry luncheons, receptions, mailings and shipping needs, decorations, promotional items, travel, publicity materials, etc. for events, which cost is included in the total maximum amount payable under this agreement, no items will be reimbursed separate from this agreement.
3. Facilitate the participation and/or appropriate representation of Louisiana travel opportunities as an exhibitor, providing, gathering, exchanging, and compiling information in/at (not limited to) the following business and leisure travel, trade and/or consumer travel and trade shows/events:

**A. Family Motor Coach (FMCA)**

**August 27-30, 2012**

**Indianapolis, Indiana**

- ❖ LACVB will participate by displaying a booth and may choose to sponsor an event or activity should a reasonable opportunity be made available. CVB members will also attend to work the booth and distribute tourism related materials such as the Official Louisiana Tour Guide and other tour guides from their respective areas.

**B. Dallas Morning News Travel Show**  
November 10-11, 2012  
Dallas, Texas

- ❖ A Travel and Adventure Show to be presented by Dallas Morning News. The national magazine sponsor is Budget Travel.
- ❖ LACVB will participate as an exhibitor.

**C. United States Specialty Sports Association (USSSA)**  
November 14-16, 2012  
Temecula, California

- ❖ LACVB will sponsor the convention, which benefits include a booth for the Thursday night USSSA trade show as well as participation at the banquet. The goal is to network within the sporting event industry and to present Louisiana as a viable venue for hosting qualifier regional tournaments and future sporting events.

**D. Los Angeles Travel & Adventure Show**  
January 12-13, 2013  
Long Beach, California

- ❖ Now in its seventh year - the Los Angeles Travel & Adventure Show provides opportunity to discover ways to provide authentic travel experiences to consumers. Budget Travel is national sponsor.
- ❖ LACVB will attend as an exhibitor.

**E. New York Times Travel Show**  
January 18-20, 2013  
New York, New York

- ❖ The New York Times Travel Show is a spectacular international celebration, where participants explore over 500 destinations from across the globe for a closer look at domestic and international hot spots and familiar favorites. Participants are given tips from experts at travel seminars that are held throughout each day, hosted by experts in the field.
- ❖ LACVB will attend as an exhibitor.

**F. Boston Globe Travel Show**  
Feb 8-10, 2013  
Boston, Massachusetts

- ❖ The 2012 Boston Globe Travel Show posted record attendance in its 7th year, with a total of 24,216 attendees consisting of 21,948 consumers and 2,268 travel trade representatives, an 18% increase over the 2011 attendance. Exhibitors reported very high numbers of qualified attendees who came to the show already educated and ready to book. It is expected that the 2013 event will be larger than prior years.
- ❖ LACVB will attend as an exhibitor.

**G. Bassmasters Classic**  
**February 22-24, 2013**  
**Tulsa, Oklahoma**

- ❖ Bassmaster will feature appearances of top professional anglers.
- ❖ LACVB will attend to provide information to participants on outdoor and recreational activities that are available in Louisiana, to entice visitations.

**H. National Association of Sports Commissions (NASC)**  
**April 23-25, 2013**  
**Louisville, Kentucky**

- ❖ The NASC Conference is designed to provide maximum opportunities to network with industry leaders and stakeholders to gather information on current and emerging issues regarding sports events.
- ❖ NASC features more than 650 professionals representing exceptional programming and incorporates the NASC Sports Marketplace, which will offer pre-scheduled appointments between host organizations, where event organizers are looking for cities to host their events and suppliers to participate to introduce products to the industry.
- ❖ LACVB will participate in the marketplace and tradeshow by scheduling appointments with event holders and will provide an information booth as well as sponsor the Cyber Café. This will allow professionals ample opportunities to see Louisiana as the perfect destination for their sports events.

**I. Gator by the Bay**  
**May 2013**  
**San Diego, California**

- ❖ Gator by the Bay is a Zydeco, Blues and crawfish festival that features music performances, including local and nationally known bands. It is an excellent opportunity to experience a taste of Louisiana with fresh boiled crawfish and other Cajun/Creole cuisine available for attendees.
- ❖ LACVB will sponsor a stage and be provided with a 10x10 exhibit booth to showcase and distribute Louisiana travel related promotional literature.

**J. Bayou Bash**  
**May 2013**  
**Houston, Texas**

- ❖ Houston Astros 6<sup>th</sup> annual Cajun celebration. The event will include a live music stage, tons of crawfish and tickets to the Astros game.  
LACVB will participate as a sponsor and will host an exhibitor booth.

**K. Chicago Blues Festival**  
**June 2013**  
**Chicago, IL**

- ❖ The Chicago Blues Festival is considered to be the largest Blues festival in the world, with participation estimated at approximately 500,000, and features a free blues celebration with month-long programming provided throughout the city.

- ❖ LACVB will participate as a sponsor and will host an exhibitor booth. In addition, LACVB will receive the following benefits as a sponsor:
  - Opportunity to display one main stage railing banner to include the State's official "Louisiana Pick Your Passion" logo.
  - Opportunity to display one street pole banner to include the State's official "Louisiana Pick Your Passion" logo.
  - One (1) 10' x 10' promotional tent
  - LACVB logo and official "Louisiana Pick Your Passion" logo included on event brochure.
  - LACVB logo and "Louisiana Pick Your Passion" logo included on 25% of major newspaper advertising.
  - Twenty (20) main stage priority seating concert tickets, per night.
  - Main stage mentions on rotational basis with other event sponsors.
  - Opportunity to include press release from the Office of the Lieutenant Governor in the city's official event press kit.
  - LACVB link, inclusive of [www.LouisianaTravel.com](http://www.LouisianaTravel.com) link, on website.
  - The exposure Louisiana will receive, as a sponsor, throughout all of the Blues Festival activities and events will entice the participants of the festival to travel to Louisiana.

#### L. Louisiana Music CD Events

- ❖ LACVB will assist the Office of Tourism in producing music events throughout the State in conjunction with Oxford American. The Oxford American is an American quarterly literary magazine that is dedicated to featuring the very best in Southern writing while documenting the complexity and vitality of the American South.
4. Provide opportunities for the Lieutenant Governor, Office of the Lieutenant Governor staff, or Office of Tourism staff to attend and participate in sponsored events and exhibitor booths.
  5. Recognize the State's support in all State funded/supported initiatives by prominently inserting the State's official tourism logo "Louisiana Pick Your Passion" in all printed promotional materials that are distributed at sponsored events and prominently display the logo at exhibitor booths. In addition, CVB members will distribute tourism related materials, such as the Official Louisiana Tour Guide and other tour guides from their representative areas.
  6. Acknowledge the State's support by prominently inserting the State's official tourism logo "Louisiana Pick Your Passion" in all advertisements, publicity items and/or pieces, other publicity efforts, all news releases and media advisories.
  7. Recognize the State's support in all state funded/supported initiatives by prominently displaying a banner with Louisiana's official tourism logo "Louisiana Pick Your Passion" and website link to [LouisianaTravel.com](http://LouisianaTravel.com) at sponsored events, exhibitor booths, and cyber café stations.
  8. Provide a banner ad displaying Louisiana's official tourism logo "Louisiana Pick Your Passion" with a link to [LouisianaTravel.com](http://LouisianaTravel.com) on the LACVB official website (<http://www.discoverlouisiana.org>) and any other prominent websites utilized to promote LACVB and its activities. Contractor shall also encourage all participating parishes, CVBs and commissions to do the same when the opportunity is available. Information regarding

downloading the State's official tourism logo can be found on the State tourism website at <http://www.crt.state.la.us/tourism/industrypartners.aspx>.

9. Submit to the State at least quarterly **Progress Reports** which shall provide ongoing updates regarding services and initiatives, including a summary of the outcomes that resulted from each event, such as an analysis on the estimated attendance, itineraries or programs/agendas, collaborations developed, provide a list of inquiries and/or leads developed, and include relevant observations (and/or tourism opportunities). Contractor shall also provide copies of printed promotional materials developed, and photographs of the Louisiana booths.
10. Upon completion of all services, Contractor shall submit a **Final Report** of the outcome of this endeavor to determine if the goals and objectives of this agreement were achieved (see **Exhibit A**). Details shall include but are not limited to information about planning meetings, luncheons, initiatives, travel and trade shows attended, other events attended, collaborations developed, and information on the participation of parishes that are represented at each event, etc. The Contractor shall also provide documentation to verify marketing and public relations initiatives such as copies of media/press clippings derived as a result of efforts, and publicity materials developed such as brochures, flyers, mailings, etc. Contractor is accountable for all expenses associated with this endeavor, therefore must provide adequate documentation to validate participation in events and activities. Contractor agrees to submit the **Final Report** not later than **June 30, 2013**.

#### Payment Terms

*Dr. KES*

In consideration of the services described above, the State hereby agrees to pay Contractor up to a maximum amount of **Seventy Five Thousand and no/dollars (\$75,000.00)**. Travel and other related expenses shall not be paid or reimbursed. Payment will be made only on approval of the State's assigned Contract Monitor, Jack Warner, Deputy Assistant Secretary of Tourism, his 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 quarterly dated invoices on organization letterhead, which shall note the project and the full amount of the payment request. Invoices must be in compliance with the Budget, Attachment B, and accompanied by Progress Reports and supporting documentation to show participation in events and activities, as described above in the Scope of Services. Upon verification of services in compliance with the terms of the Scope of Services, the Contract Monitor will authorize the release of payment.

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 continued availability of funds to fulfill the requirements.

If it is determined by the Contract Monitor or by any audit that the Contractor breached the terms of the agreement, ceased to do business, or ceased to do business in Louisiana, as agreed, it shall be required to repay the State in accordance with the State's terms.

Contractor is informed that no funds appropriated under Act 13 of the 2012 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 the State 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 such funds, including measures of performance. The Louisiana Office of Tourism shall submit this Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

#### **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 72-1469064.

#### **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, Division of Administration and/or the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

**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, 2012 and shall terminate on July 15, 2013.

*KE CRD  
OK*

**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, 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 reason of any negligent act or omission, operation of work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services required 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, of the Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES:

Department of Culture, Recreation and Tourism

[Signature]  
Marlene Curcio

Kyle Edmiston 7/24/12  
Kyle Edmiston, Assistant Secretary  
DCRT, Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 27<sup>th</sup> day of July, 2012.

WITNESSES:

[Signature]  
Ami B.B.  
[Signature]  
Rickie Smith

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 31 day of July, 2012.

WITNESSES:

Louisiana Association of Convention and Visitors Bureaus

[Signature]  
[Signature]  
Katherine A. Raxiey

[Signature]  
Darienue Mobley, Co-Executive Director

## EXHIBIT A

**Agency Name:** Office of Tourism *ON THE CARD*  
**Contractor's Name:** Louisiana Association of Convention and Visitors Bureaus  
**Contract Monitor:** Jack Warner, Deputy Assistant Secretary

**Goal and Objectives:** The LACVB will represent the State of Louisiana and the collaborating partners by facilitating the implementation of the organization's Marketing and Public Relations Initiative, representing the 34 Louisiana Convention and Visitors Bureaus and tourist commissions and 38 parishes in marketing, advertising and public relations efforts. The State's goal is to assist the LACVB in promoting Louisiana's tourism resources such as lodging facilities, sites, events, meeting and convention facilities, historical and cultural aspects, and other opportunities to ensure that Louisiana's tourism industry is represented in consumer and leisure travel and trade shows/marketplaces, to encourage tourism travel to the state and promote the tourism industry of Louisiana.

**Deliverables:** Contractor's deliverables shall include 1) documentation showing the implementation of plans, programs and activities including planning meetings, marketing and publicity efforts, 2) Louisiana tourism representation at national conventions and meetings, 3) participation in travel and trade shows, 4) participation in FAM tours and other initiatives that promote tourism 5) adequate recognition of the State's support in marketing and publicity materials and verbally in public settings, 6) Progress Reports that summarize the outcome of activities, accompanied by documentation of participation, 7) the Final Report as detailed in the Scope of Services, and 8) the invoices accompanied by supporting documentation to confirm services and associated expenses in compliance with the Budget, Exhibit 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 in activities as noted in reports, number of trade shows attended and outcome, number of planning meetings and conventions provided and/or attended, marketplace participation, itineraries, quality and quantity of marketing tools developed to promote Louisiana, recorded observations at trade shows and events, feedback on results, tourism opportunities that are the result from efforts, and by the reporting of new venues or collaborations that developed as a result of participation in events, such as conventions, and other opportunities that will serve to increase travel to Louisiana and sufficient reporting and documentation to confirm delivered services.

**Monitoring Plan:** Jack Warner or his supervisor or successor 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:

- Maintain regular contact with the Contractor to ensure that goals and objectives are being achieved.
- Review Progress Reports and supporting documentation for services to ensure that deliverables are in accordance with the terms of the agreement.
- Review the invoice(s) submitted, and compare to the budget to ensure compliance with the Payment Terms prior to authorizing the release of payment to Contractor.
- Review the Final Report at the conclusion of services to analyze the effectiveness of this endeavor and to determine whether or not the stated goals and objectives have been achieved, as per the measures of performance. A performance evaluation will be completed and submitted to the Office of Management and Finance within 45 days of the termination date of this agreement.

**Utility of Final Product:** This Cooperative Endeavor Agreement will assist Louisiana tourism partners in the creation of public/private partnerships, and provide support in the implementation of promotional initiatives, that better represent the State's tourism assets to the public that may not be familiar with Louisiana's tourism opportunities. This agreement complies with the Louisiana Office of Tourism's goals and objectives of increasing awareness of Louisiana as a destination for tourism, meetings/conventions, sports, and recreational and leisure activities for the purpose of increasing travel activity and the number of event bookings in Louisiana.

**EXHIBIT B**

*Louisiana Association of Convention and Visitors Bureau  
Marketing and Public Relations Initiative FY 2012 - 2013*

<i>Revenue Sources</i>	<i>Amount</i>
DCRT, Louisiana Office of Tourism	\$75,000.00
LACVB Contribution	\$74,500.00
<b><i>Total Project Revenue</i></b>	<b><i>\$149,500.00</i></b>

**Anticipated Expenses**

<b>Event</b>	<b>Date</b>	<b>Location</b>	<b>Estimated Cost of Participation</b>	<b>LACVB Contribution</b>	<b>LOT Contribution</b>
Family Motor Coach	August 27-30, 2012	Indianapolis, Indiana	\$8,500.00	\$5,000.00	\$3,500.00
Dallas Morning News Travel Show	November 10-11, 2012	Dallas, Texas	\$10,000.00	\$5,000.00	\$5,000.00
United States Specialty Sports Association (USSSA)	November 14-16, 2012	Temecula, California	\$10,000.00	\$5,000.00	\$5,000.00
Los Angeles Travel & Adventure Show	January 12-13, 2013	Long Beach, California	\$13,500.00	\$8,500.00	\$5,000.00
New York Times Travel Show	January 18-20, 2013	New York, New York	\$13,500.00	\$8,500.00	\$5,000.00
Boston Globe Travel Show <i>Removed</i>	February 8-10, 2013	Boston, Massachusetts	\$13,500.00	\$8,500.00	\$5,000.00
Bassmaster Classic	February 22-24, 2013	Tulsa, Oklahoma	\$9,000.00	\$4,000.00	\$5,000.00
National Association of Sports Commissions (NASC)	April 23-25, 2013	Louisville, Kentucky	\$22,500.00	\$7,500.00	\$15,000.00
Gator By the Bay	May 2013	San Diego, California	\$8,500.00	\$5,000.00	\$3,500.00
Bayou Bash	May 2013	Houston, Texas	\$7,000.00	\$4,000.00	\$3,000.00
Chicago Blues Fest	June 2013	Chicago, Illinois	\$25,000.00	\$10,000.00	\$15,000.00
Louisiana Music CD Events	TBA	TBA	\$8,500.00	\$3,500.00	\$5,000.00
<b><i>Total FY 2012 -2013 Initiatives</i></b>			<b><i>\$149,500.00</i></b>	<b><i>\$74,500.00</i></b>	<b><i>\$75,000.00</i></b>

LOT may approve necessary adjustments to payments for events/activities based on the actual validated cost for participation, or in cases where funding is adjusted to attend added events or activities, to maximize the State benefits. Any such deviations from the budget must be approved by the State prior to implementation. No additional funding will be provided by the State for this project.