

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

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”), is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the “State,” or “LOT,” and the 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 LACVB is a not-for-profit corporation and membership organization, whose purposes include: (1) raising the level of professionalism among organizations that represent Louisiana’s convention and visitors 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. The organization also offers assistance with 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 the economic impact of tourism on Louisiana through strong and effective public initiatives, the State desires to cooperate with the Contractor by supporting the implementation of LACVB’s **Marketing and Public Relations Initiative**, that has been developed for fiscal year 2013-2014; 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 the obligations undertaken by the State in this Agreement. It is also anticipated that 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 Exhibits A and B, which are by this reference incorporated herein, the LACVB agrees to provide administrative, financial, record-keeping, and program evaluation services associated with the activities described herein.

The LACVB shall:

1. **Solicit Tourism Industry Support** – Plan, organize, implement, and facilitate programs, meetings, training sessions, conferences, tourism events, media and industry luncheons, and/or receptions, etc., to encourage tourism industry support and public buy-in to promote Louisiana’s tourism assets.
2. **Coordinate Participation in Consumer Travel/Trade Shows** - Collaborate with participating Convention and Visitors Bureaus and Tourism Commissions to plan, coordinate and execute participation in consumer travel and trade shows on the local, state, national and international levels as follows:
 - a) Encourage members to engage in Louisiana tourism promotions by working booths as budgeted (see Exhibits A and B), and to participate in other publicity settings to promote the entire state;
 - b) Facilitate mailings and shipping needs for participation in consumer travel and trade shows;
 - c) Coordinate and facilitate exhibit presentations (signage, decorations, information/material display) at consumer travel and trade shows;
 - d) Organize and facilitate the distribution of appropriate tourism promotional materials, including the Official Louisiana Tour Guide, tourism brochures, and other publicity pieces on a statewide level to ensure adequate representation of Louisiana’s overall tourism industry.
 - e) Encourage members to provide, compile, and exchange information regarding Louisiana’s tourism assets and resources to stay informed regarding statewide opportunities.
3. **Provide Opportunities for State Involvement** - Provide opportunities for the Lieutenant Governor, staff of the Office of the Lieutenant Governor, or the staff of the Office of Tourism to attend and participate in LACVB activities and events.
4. **Recognize the State’s Contributions and Support** – Publicly acknowledge the State’s support of LACVB events and activities in the following manner:
 - a) Direct CVB members who participate in consumer travel and trade show events to acknowledge the State’s support through booth presentation, by prominently displaying the State’s Official Louisiana Tour Guide and other promotional items that may be provided by the State;

- b) Prominently insert the State's official tourism logo in print media/advertisements, and on other publicity items that are being distributed at events and activities;
- c) Verbally acknowledge the State's support in news releases, public media and other publicity settings when opportunities are available;
- d) Prominently display Louisiana tourism signage with the appropriate "**Louisiana Pick Your Passion**" logo at booth exhibits, and include the LouisianaTravel.com link (when possible) at events that are sponsored by the State; and
- e) Prominently insert Louisiana's official tourism logo with a link to **LouisianaTravel.com** on the LACVB official website (<http://www.discoverlouisiana.org>) and any other prominent websites utilized to promote LACVB and its activities, and encourage participating partners, members of parishes, CVBs and commissions to do the same.

Reporting

Progress Reports – At least quarterly and when requesting any payment for participation in consumer travel and trade shows, Contractor must submit to the State a Progress Report summarizing activities and shall submit a detailed Summary of Outcomes (see Exhibit C) for each consumer travel or trade show attended, which must be accompanied by supporting documentation of activities.

Final Report- Upon completion of all services, Contractor shall submit a summarized **Final Report** of the outcome of this endeavor, taking into consideration the stated goals and objectives, and measures of performance, as listed in **Exhibit A**.

Payment Terms

In consideration of the services and benefits 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 the Office 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:

The Contractor shall submit requests for payment, at least quarterly, accompanied by the following: 1) a summarized Progress Report of all activities, 2) a completed Summary of Outcomes (Exhibit C) for each consumer travel or trade show attended, and 3) an original itemized invoice on organization letterhead listing each event attended and the amount payable for each event, per Exhibit B.

Upon receipt of all deliverables, and verification of activities completed in compliance with the terms of this Agreement, the Contract Monitor will authorize the release of payment. Reports must be accompanied by supporting documentation to confirm activities (see Exhibit C).

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

Contractor is informed that no funds appropriated under Act 14 of the 2013 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 Agreement 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 Agreement 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 Agreement. All records, reports, documents, or other material related to this Agreement 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 Agreement.

Assignment

Contractor shall not assign any interest in this Agreement 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 Agreement.

Fiscal Funding Clause

The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, 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 Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Term of Contract

This Agreement shall begin on **July 1, 2013** and shall terminate on **June 30, 2014**.

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 Agreement 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 Agreement.

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.

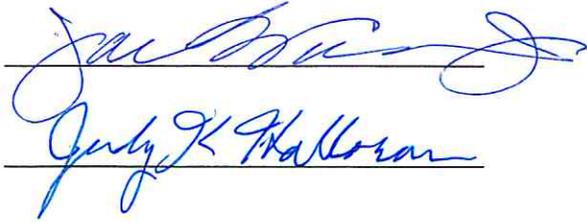
Amendment Clause

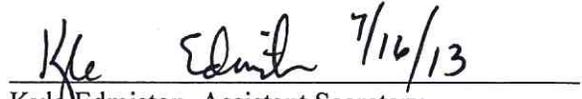
Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, of the Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the _____ day of _____, 2013.

WITNESSES:

Department of Culture, Recreation and Tourism



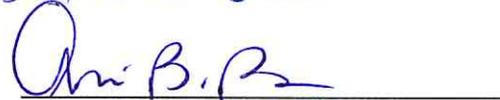


Kyle Edmiston, Assistant Secretary
DCRT, Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 18 day of July, 2013.

WITNESSES:







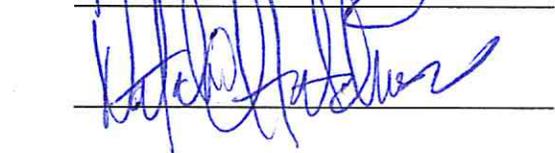
Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

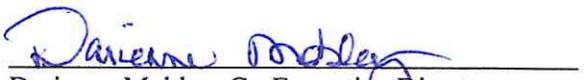
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 22 day of July, 2013.

WITNESSES:

Louisiana Association of Convention and Visitors Bureaus







Darienne Mobley, Co-Executive Director

EXHIBIT A

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

Goal: The State's goal is the promotion of tourism to increase travel, spending and tax revenue for Louisiana.

Objectives: The objective is to plan and implement the LACVB Marketing and Public Relations Initiative in collaboration with the 34 Louisiana Convention and Visitors Bureaus and Tourist Commissions of the state as specified within, and to participate in the following consumer travel and trade show events:

Consumer Travel/Trade Show Events	Date	Level of Participation
S.P.O.R.T.S. 2013 – The Relationship Conference (Daytona, FL)	Sept 9-12, 2013	Event sponsor and networking opportunities
The Good Sam Rally (Atlanta, GA)	Oct 17-20, 2013	Exhibitor (10x10 booth)
USSSA - United States Specialty Sports Association (FL)	Nov 17-23, 2013	Event sponsor and 10x10 booth
AAA Great Vacations Travel Expo (Columbus, OH)	Jan 24-26, 2014	Exhibitor (10x10 booth)
BassMasters Classic (Birmingham, AL)	Feb 21-23, 2014	Exhibitor (10x10 booth)
New York Times Travel Show (New York, NY)	Feb 28 - Mar 2, 2014	Exhibitor (10x10 booth)
Family Motor Coach (Perry, GA)	Mar 17-20, 2014	Exhibitor (10x10 booth)
NASC, National Association of Sports Commissions / Sports Event Symposium (Oklahoma City, OK)	Mar 31 - Apr 3, 2014	Event sponsor of Cyber Café and exhibitor (10x10 booth). Will also participate in the marketplace and tradeshow by scheduling appointments with attendees and other participants. Will have ability to include Louisiana tourism information in the event registration bags. The 2014 official Louisiana Tour Guide will be distributed at Cyber Café, and
Gator By the Bay (San Diego, CA)	May 9-11, 2014	Stage sponsor and exhibitor (10x10 booth)
Texas Crawfish and Music Festival (Old Town Spring, TX)	June 25-27 and May 2-4, 2014	Event sponsor and exhibitor (10x10 tented booth) for both weekends. LACVB and LOT signage will be displayed throughout the festival site and surrounding vicinity. LOT logo placement in print advertising and in other printed media pieces. LACVB and LOT will be provided with website presence and will be recognized through the social media campaign.
Chicago Blues Fest (Chicago, IL)	June 6-8, 2014	Event sponsor and exhibitor (10x10 booth), logo on print media/advertising pieces, signage opportunities at the event, main stage mentions, tickets and passes to activities, press release and link on website.

***NOTE: The LACVB shall publicly acknowledge the State's support of LACVB events and activities as specified in the Scope of Services, item 4.**

Deliverables: Deliverables shall include 1) documentation showing the State was recognized for its' support as specified in the Scope of Services, 2) the Summary of Outcomes (Exhibit C) from participation in consumer travel and trade shows listed above, and documented proof of participation, and 3) at least quarterly Progress Reports summarizing LACVB activities.

Performance Measures: Contractor's performance will be measured by results, such as: 1) number of leads generated from participation in activities, 2) reported estimated attendance at events, 3) follow-up calls and inquiries, 4) number of meetings and other publicity events hosted and/or attended to stimulate Louisiana tourism growth, 5) reported collaborations initiated that can potentially develop Louisiana tourism such as conventions, conferences, tours, vacations, etc., and 6) sufficient documentation showing prominent placement of the State's official tourism logo on printed promotional materials, and photos showing the prominent display of State's official logo signage at events that are sponsored by the State.

Monitoring Plan: Jack Warner, his supervisor or successor will serve as the State's Contract Monitor, and will ensure compliance with the terms of this 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 promotional benefits are being delivered in accordance with the terms of this Agreement.
- Review the invoice(s) to ensure compliance with the Payment Terms and Budget, prior to authorizing the release of payment to Contractor.
- Review the Final Report to measure performance, and determine if the stated goals and objectives were achieved.
- Complete a performance evaluation at the completion of services, and submit to the Office of Management and Finance within 45 days of the termination date of this Agreement.

Utility of Final Product: This cooperative endeavor will assist the State in promoting Louisiana tourism opportunities and create public/private partnerships designed to increase awareness and promote a positive image of Louisiana as a unique and desirable business and tourism travel destination to groups that may not be familiar with Louisiana's tourism opportunities. This Agreement complies with the LOT objectives to increase awareness of Louisiana as a destination for tourism, and to promote opportunities for hosting meetings/conventions, sports activities, and recreational and leisure travel opportunities to increase event bookings in Louisiana.

EXHIBIT B

Louisiana Association of Convention and Visitors Bureaus Marketing and Public Relations Initiative FY 2013 - 2014

<i>Revenue Sources</i>	<i>Amount</i>
DCRT, Louisiana Office of Tourism	\$75,000.00
LACVB Contribution	\$75,000.00
Total Project Revenue	\$150,000.00

Anticipated Expenses

Event	Date	Location	LACVB Contribution	LOT Contribution
S.P.O.R.T.S. 2013 – The Relationship Conference	Sept 9-12, 2013	Daytona, FL	\$5,000.00	\$3,500.00
The Good Sam Rally	Oct 17-20, 2013	Atlanta, GA	\$5,000.00	\$2,000.00
USSSA - United States Specialty Sports Association	Nov 17-23, 2013	Ft. Myers, FL	\$5,000.00	\$6,000.00
AAA Great Vacations Travel Expo	Jan 24-26, 2014	Columbus, OH	\$5,000.00	\$2,000.00
BassMasters Classic	Feb 21-23, 2014	Birmingham, AL	\$5,000.00	\$5,000.00
New York Times Travel Show	Feb 28-Mar 2, 2014	New York, NY	\$8,500.00	\$6,000.00
Family Motor Coach	Mar 17-20, 2014	Perry, GA	\$5,000.00	\$3,500.00
NASC, National Association of Sports Commissions / Sports Event Symposium	Mar 31-Apr 3, 2014	Oklahoma City, OK	\$8,500.00	\$15,000.00
Gator By the Bay	May 9-11, 2014	San Diego, CA	\$8,000.00	\$7,000.00
Texas Crawfish and Music Festival	June 25-27 and May 2-4, 2014	Old Town Spring, TX	\$8,000.00	\$10,000.00
Chicago Blues Fest	June 6-8, 2014	Chicago, IL	\$12,000.00	\$15,000.00
Totals:			\$75,000.00	\$75,000.00

LOT may request adjustments to payments for events/activities based on the actual cost for participation. Adjustments will only be made for events listed, and to accommodate attendance at additional events that could potentially maximize a return on the State's investment, providing added benefits for the State. Any such adjustments to the budget must be approved by the State prior to implementation. **The State will not increase the maximum amount payable.**

EXHIBIT C

Consumer Travel/Trade Show Summary of Outcomes

LACVB Summary of Outcomes

Name of Event (*Consumer Travel/Trade Show, etc.*):

Event Location (*city, state*):

Date of Event:

Was the Event done in conjunction with CVBs or other Community Partners?

If yes, please list Community Partners and CVBs and note their involvement:

Nature of Event (*trade/consumer show*):

Estimated Overall Attendance:

Number of Scheduled Meetings:

Number of Leads Generated:

Event Itinerary (*Please attach event program and/or itineraries*):

List panels/discussions attended and/or participated in:

Was the booth location adequate?

Was LOT signage hung at the event?

Was publicity materials distributed? If so, what?

Were the logistics involved in setting up the booth good/adequate/poor?

Did attendees sign up to receive follow – up information?

Goal and Objectives for Attending:

Were goals achieved? Explain:

Were Objective(s) met? Explain:

Summary of Actions/Outcomes: *Please address whether the event met the expectations and objectives.*

Print Name

Signature

Date

Supplemental information to be submitted:

1. Copy of the LACVB's or Representatives booth registration
2. Photos of the booth display, showing LOT signage
3. Supporting documentation such as list of leads, sign-in sheets, programs from events, copies of registration confirmations, and copies of promotional materials, etc.