





SCOTT A. ANGELLE  
LIEUTENANT GOVERNOR

**State of Louisiana**  
OFFICE OF THE LIEUTENANT GOVERNOR  
DEPARTMENT OF CULTURE, RECREATION & TOURISM  
MANAGEMENT AND FINANCE

PAM BREAU  
SECRETARY

DESIRÉE W. HONORÉ  
UNDERSECRETARY

June 21, 2010

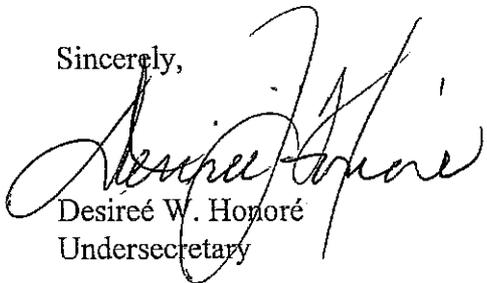
The Honorable Mitchell J. Landrieu  
City of New Orleans  
1300 Perdido Street  
New Orleans, LA 70112

Dear Mayor Landrieu:

Attached is an approved original of the agreement between the Department of Culture, Recreation and Tourism, Office of Tourism and the City of New Orleans. The tracking numbers that have been assigned to this contract are DCRT-OT-10-89 and CFMS#693169. Please refer to these numbers in any correspondence concerning this contract.

If you have any questions or need any additional information, please contact the contract monitor listed in your contract/agreement or Karen Richardson, Contract/Grants Administrator III at (225) 342-8193.

Sincerely,



Desiree W. Honore  
Undersecretary

DWH: kr

Attachment

cc: Jack Warner, Contract Monitor  
Sharon Moran, Fiscal Analyst

**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 "DCRT" and the City of New Orleans, 1300 Perdido Street, New Orleans, LA 70112, hereinafter referred to as "Contractor."

WITNESSETH:

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

WHEREAS, pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes; 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 Governor of the State of Louisiana issued Proclamation No. 20 BJ 2010 and extended by Proclamation NO. 37 BJ 2010 which has declared a State of Emergency in regards to the BP - Deepwater Horizon Oil Spill and under this proclamation Section 1 states, "Pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act, R. S. 29:721, et seq., a state of emergency is declared to exist in the State of Louisiana as a result of the potential impact of oil leaking from the Deepwater Horizon along the Louisiana coast which has created emergency conditions that threaten the natural resources of the State, and the economic livelihood and property of the citizens of the State"; and

WHEREAS, BP in response to the oil spill damages created by the accident in the Gulf of Mexico, granted FIFTEEN MILLION & no/100 (\$15,000,000.00) DOLLARS to Louisiana for the purpose of mitigating damages and impairments that have resulted from the incident to the Louisiana tourism industry. Funding in the amount of FIVE MILLION DOLLARS and no/cents (\$5,000,000) shall be allocated to the City of New Orleans to promote, publicize, advertise, and market Louisiana's tourism assets to potential visitors such as vacationers, business travelers, meeting and convention attendees, special and sporting events and other tourism-related visitors on the national and international levels; and

WHEREAS, the City of New Orleans shall contract for the development and implementation of a comprehensive **Marketing, Media and Publicity Campaign** (Campaign) to be approved by the State designed to mitigate tourism damages and sustain the cultural economy brand that has been threatened as a result of the disaster. The plan shall be designed to allay fears and uncertainty through marketing associated with print media, online communication, television ads and broadcasts, radio broadcast and other media and publicity efforts designed to drive visitors back to Louisiana with the goal of positively impacting the tourism industry, including economic contributors and other tourism business developments of the State; and

WHEREAS, the public purpose and goal of this cooperative endeavor is to continue to maintain awareness and a positive image of the state, despite the impact of the oil spill, promoting Louisiana as a unique and desirable travel destination, open for tourism business. The objectives are to mitigate negative tourism publicity, to stabilize and maintain Louisiana's tourism and cultural economy, to preserve jobs related to the tourism industry, and to assist in sustaining state and local tax revenues for the State.

WHEREAS, it is evident that the public benefit of maintaining awareness and a positive image of the state as a desirable travel destination, driving millions of annual visitors and billions of dollars of visitor spending, and retaining tens of thousands of jobs for Louisiana citizens is an overwhelming direct public purpose and benefit of this contractual obligation undertaken by the parties to this agreement. DCRT has the legal authority to engage in this agreement and a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

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

### **Scope of Services**

Contractor shall contract with the New Orleans Metropolitan Convention and Visitors Bureau, Inc. (NOMCVB) for the development and implementation of a comprehensive **Marketing, Media and Publicity Campaign** designed to mitigate tourism damages that are the result of the BP oil spill. The Campaign shall be designed to allay fears and uncertainty by reaching potential tourism travelers to the state on national and international levels through a variety of media and publicity sources such as print media, online media communication, television and radio ads and broadcasts, public appearances and speaking engagements and other media and publicity outlets to drive visitors back to Louisiana with the goal of positively impacting the tourism industry and inform potential visitors that Louisiana is still open for business despite the oil disaster.

Contractor shall ensure the following components are included in the Campaign:

- 1) **Marketing Strategy** – (Consisting of goals, objectives, target audiences, primary media messages)
- 2) **Comprehensive Advertising/Publicity Plan:**
  - Broadcast Media
  - Online Media and Communications
  - Newspaper
  - Public Relations
  - Other Publicity
- 3) **Plans for Execution** (including timelines and a comprehensive for both the Contractor and Subcontractor)
- 4) **Anticipated Comprehensive Budget Breakdown**
- 5) **Weekly Progress Meetings** (by phone or email)
- 6) **Monthly written Progress Reports**

Contractor shall ensure timely services in a effort to maximize the economic impact of the publicity campaign on the state and shall ensure a return on the investment, which will be measured by positive impact on the tourism industry to include maintaining visitor participation at tourism sites, aiding in the sustaining of jobs, maintaining consumer consumption relative to sales tax revenue on both state and local

levels and work tirelessly to maintain the image of the state's tourism industry. The Campaign shall include a listing of media outlets/sources, number and types of ads to be run, timelines for ads, estimated size of the targeted audiences, and influential media messages that will sustain tourism and other strategies. Upon development of the Campaign, Contractor shall submit the plan to the State for review and approval for implementation.

Contractor shall submit with the comprehensive **Marketing, Media and Publicity Campaign** a budget for implementation, providing cost estimates for each media category to be used such as total number of ads for television, radio, online, newspaper, production cost, marketing activities, and public relations efforts and other strategies.

Upon approval of the Campaign by the State, Contractor shall begin implementation, maintain a detailed accounting of expenditures to include copies of media proposals, contracts, agreements, budgets, invoices, tear sheets and other documentation that support expenditures including documentation provided by NOMCVB, and provide copies of all expenditure documentation to the State.

Contractor shall acknowledge the State's Office of Tourism through verbal mention and in printed promotional materials in publicity efforts whenever the opportunity is presented and when possible shall direct visitors to the State's official tourism website [www.LouisianaTravel.com](http://www.LouisianaTravel.com).

### **Payment Terms**

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount not to exceed **FIVE MILLION DOLLARS (\$5,000,000.00)**. Travel and other reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed separately. Payment will be made only on approval of Jack Warner, Deputy Assistant Secretary of Tourism his supervisor, designee or successor.

Payment for services will be will be made in the following manner:

The **first payment of Two Million Five Hundred Thousand (\$2,500,000)** shall be remitted to the Contractor from the State upon notification of approval of this agreement by the Louisiana Division of Administration, receipt of an original invoice requesting payment, and the comprehensive **Marketing, Media and Publicity Campaign, supported by sufficient documentation from both Contractor and Subcontractor for proposed commitments for expenses with a comparable value of \$2,500,000.00 as allocated in the budget;** to include such documents as financial commitments and obligations proposed such as vendor proposals, contracts and other documents or proposed commitments from publishing companies, marketing organizations, media outlets, public relations efforts, research providers and other associated marketing and publicity services mentioned in the Campaign and budget and monthly written progress reports.

The final payment of **Two Million Five Hundred Thousand (\$2,500,000)** will be remitted upon receipt of an itemized original invoice and formal notification that all services associated with the agreement in regards to advertising and publicity have been completed, and submission of a detailed final report indicating the effectiveness of the Campaign. Contractor shall submit the remaining supporting documentation for all services and expenditures for payment and this final request shall include paid invoices, contracts, and other documentation that support **actual** expenditures related to the implementation of the Campaign of \$5,000,000, for the entire Campaign.

Payment for services is contingent upon the approval of this agreement by the Louisiana Division of Administration, Office of Contractual Review and the availability of funds to meet the obligation.

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

#### **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under the Federal tax identification number 72-6000969.

#### **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 the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

**Future Claims**

Nothing in this Agreement shall be construed as a release of any claims that the State or City may have or may have in the future against BP or others, all of which claims, if any, the State and City hereby expressly reserve. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**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 **June 8, 2010** and shall terminate on **December 9, 2010**.

**Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, 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 June 17, 2010.

WITNESSES:

Amie B. B.

Chantal Desjardins

Department of Culture, Recreation, & Tourism

Pam Breaux

Pam Breaux, Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on June 17, 2010.

WITNESSES:

[Signature]  
[Signature]

[Signature]

Jim Hutchinson, Assistant Secretary  
DCRT, Office of Tourism

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

City of New Orleans

[Signature]

Mitchell J. Landrieu, Mayor

FORM AND LEGALITY APPROVED:

[Signature]  
Law Department, City of New Orleans

## EXHIBIT A

**Agency Name:** Department of Culture, Recreation and Tourism, Office of Tourism  
**Contractor's Name:** City of New Orleans  
**Contract Monitor:** Jack Warner

**Detailed Goals and Objectives:** The goal of this endeavor is to develop and implement a comprehensive **Marketing, Media and Publicity Campaign Plan (PLAN)** designed to mitigate tourism damages that are the result of the BP oil spill. The plan shall be designed to allay fears and uncertainty by reaching potential tourism travelers to the state on national and international levels through a variety of media to begin mitigating the negative impact of the British Petroleum oil spill on the Louisiana tourism industry, by strengthening public confidence in our tourism industry despite the highly diverse and widespread coverage of the effects of the spill as it relates to the Louisiana tourism industry.

The objectives are to mitigate negative tourism publicity, stabilize and maintain Louisiana's economy and tourism industry, preserve thousands of jobs, and provide a means to continue to sustain state and local tax revenues for the state by minimizing tourism brand damages created by the media coverage of the oil spill in the Gulf of Mexico. The endeavor will serve to promote and market the region by informing the public that the Louisiana tourism industry is still open for business and to preserve the industry's economic base. The PLAN is to be implemented aggressively and with urgency to minimize the negative impact of the oil spill, promote a speedy recovery of the tourism industry and its tax base in order to sustain jobs, and return to previous levels business activity where possible.

**Deliverables:** include 1) aggressive marketing, publicity and advertising efforts with positive messages that communicate to the public and media outlets that the Louisiana tourism industry is still open for business in order to minimize a reduction in travel to our State; 2) acknowledgement and recognition of the state's tourism industry and website [www.LouisianaTravel.com](http://www.LouisianaTravel.com) in media engagements, internet links and printed publicity pieces and 3) the accurate and detailed accounting of expenditures with supporting documentation on the use of State funding provided in this agreement, and a detailed final report and 4) weekly meetings by phone or email and monthly written progress reports.

**Performance Measures:** Contractor's performance will be measured by the amount of positive media attention received through media coverage and printed publications as a result of the marketing and publicity efforts, stabilization of the tourism economy with the least possible reduction of revenue, and accurate reporting of the expenditures.

**Monitoring Plan:** Contractor's performance will be monitored and evaluated to ensure that deliverables are completed according to the terms of the agreement, and will review and verify service compliance prior to authorizing the release of funds associated with any invoice submitted for payment. Upon the conclusion of this agreement the Contract Monitor will evaluate the Contractor's effectiveness taking into consideration the performance goals and objectives and service outcome, and will complete a performance evaluation to be submitted to the Division of Administration, Office of Contractual review within 45 days of the completion of services or upon the termination date of the agreement.

**Utility of Final Product:** The BP oil spill is a nationally and internationally recognized disaster receiving worldwide coverage. The State and Contractor are in agreement that re-establishing New Orleans and Louisiana as a premier travel destination for tourism travel is a priority in order to avoid the massive negative impact the disaster can have on the Louisiana tourism industry. The funding will be used to implement tourism advertising and promotional efforts to attract visitors, prolong visitor stay, improve travel experiences and increase awareness regarding the rich tourism resources on New Orleans and the State. The goal is to recapture an audience and maintain stability in the Louisiana tourism industry.

**Project Budget**

**New Orleans Metropolitan CVB Inc.**  
**2010 British Petroleum's Oil Spill Disaster**

<u>Revenue</u>		
State of Louisiana/DCRT Appropriation		\$5,000,000
<u>Anticipated Expenses</u>		
<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Appropriation</u>
Salaries	\$	\$
Related Benefits	\$	\$
Travel	\$	\$
Operating Services		
Advertising	\$ 3,300,000	\$ 3,300,000
Printing	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office	\$	\$
Rentals	\$	\$
Dues and Subscriptions	\$	\$
Telephones	\$	\$
Postage	\$	\$
Utilities	\$	\$
Professional & Contract Services	\$ 1,400,000	\$ 1,400,000
Other Charges	\$ 300,000	\$ 300,000
Acquisitions & Major Repairs		
<b>Totals</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>

## AGREEMENT

This agreement ("Agreement") dated as of June 1, 2010, by and between BP Exploration & Production Inc. ("BP") and the State of Louisiana, acting through its Lieutenant Governor and Secretary of the Department of Culture, Recreation & Tourism (the "State").

### RECITALS

- A. The explosion at the Deepwater Horizon Oil Rig located in the Gulf of Mexico and the resulting oil spill (the "Event") have the potential to affect the State's tourism industry. BP desires to assist the State by providing fifteen million dollars (\$15,000,000) (the "Payment") to the State for use in addressing tourism concerns in the State resulting from the Event as provided herein.
- B. The United States Coast Guard has designated BP as a Responsible Party for the Event under the Oil Pollution Act of 1990.
- C. BP and the State do not intend the Payment to hamper, limit, or otherwise affect in any way, any other payments or sources of funding available to the State in responding to the Event, removing or assessing damages to the State's natural resources, or any other causes of action, claims or remedies available to the State resulting from or related to the Event; and, such Payment shall not affect funds received by the State from the National Pollution Fund Center (NPFC) through the Pollution Removal Fund Authorization (PRFA) process.
- D. BP and the State do not intend the Payment to hamper, limit, or otherwise affect in any way, any other payments or sources of funding available to any other person, parish, or other political subdivision in responding to the Event, or any other causes of action available to them resulting from or related to the Event; and, such Payment shall not affect funds received by persons or political subdivisions from the National Pollution Fund Center (NPFC) through the Pollution Removal Fund Authorization (PRFA) process.
- E. BP and the State do not intend the Payment to replace any other funds, grants, assistance, or reimbursement BP is providing, or would otherwise provide, to a parish or other political subdivision of the State directly; and, any such funds, grants, assistance or reimbursement BP is providing, or would otherwise provide to the parish or other political subdivisions are not intended or required to flow through the State.
- F. BP and the State do not intend this Agreement to affect any right to reimbursement exercised or exercisable by the NPFC in connection with the Event. BP and the State also do not intend this Agreement to affect, modify, alter, hinder or forestall any claims that the State may have against any other Responsible Party.
- G. BP and the State agree that the State shall not seek reimbursement from the

NPFC, or any similar fund, or from BP or any of its affiliates, for costs that the State has already paid out of the Payment, the intent being that the State shall not receive a double payment for the same costs.

NOW, THEREFORE, BP and the State hereby agree as follows:

1. Payment. Promptly after the execution and delivery of this Agreement, BP shall provide the Payment to the State by wire transfer of such amount to an account established for such purpose by the Designated State Agency (as defined below). The Payment shall be irrevocable and nonrefundable.

2. Use of the Payment. The Payment shall be used by the Designated State Agency to promote tourism in the State in a manner designed to alleviate or mitigate concerns resulting from the Event; provided, for the avoidance of doubt, that the physical location for events promoting such tourism shall not be restricted so long as such events have the purpose and effect of alleviating or mitigating tourism-related concerns in the coastal areas of Louisiana affected by the Event. In addition, the Payment shall be used by the Designated State Agency no later than six months from the last to occur of: i) the date of total cessation of hydrocarbon flow from the MC 252 #1 Well, Macondo Prospect, OCS-G-32306 (the "Well"); or ii) the date that cement plugs have isolated the reservoir in the Well, (the "Payment Use Date"). In the event that, at the time of the Payment Use Date, fishing, water activity or beach areas remain closed by order of federal, state or local governmental authorities due to the Event, then BP and the State shall meet in good faith to agree an extension of time to the Payment Use Date as applied to the specific portion of the Payment that the State has dedicated for use in the relevant closed areas. Subject to the foregoing, the Designated State Agency shall have full discretion to determine the appropriate use of the Payment for such purpose and shall keep reasonably detailed records of how the Payment has been used and disbursed. The State shall send BP a report of disbursements of the Payment promptly after Payment Use Date. In addition, BP shall have reasonable access to the State's disbursement records and shall have the ability to make inquiries to the Designated State Agency from time to time to monitor the use and disbursement of the Payment. The parties further agree that the payment and disbursement of the Payment will be in compliance with all applicable laws and regulations.

3. Designated State Agency. As used herein, the "Designated State Agency" shall be the Louisiana Department of Culture, Recreation & Tourism or such other agency or authority as to which the State and BP may agree.

4. Miscellaneous. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein and supersedes all prior negotiations, understandings and agreements with regard thereto. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement. This Agreement may be executed in one or more counterparts each of which shall be considered an original counterpart, and shall become a binding agreement when each of the parties shall have each executed one counterpart. This Agreement shall not constitute an admission of liability or fact by any Party. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana

applicable to contracts.

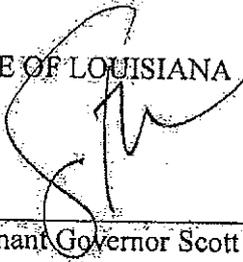
IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Agreement as of the date first written above.

BP EXPLORATION & PRODUCTION INC.

By: 

Doug J. Suttles  
Chief Operating Officer

STATE OF LOUISIANA

By: 

Lieutenant Governor Scott A. Angelle

Name: Scott A. Angelle

Title: Lieutenant Governor

STATE OF LOUISIANA

By: 

Secretary Pam Breaux  
Department of Culture, Recreation & Tourism

Name: Pam Breaux

Title: Secretary