Office of Lt. Governor/
Department of Culture, Recreation & Tourism
Funding Agreement Checklist

Agency/Program: DCRT/Office of Tourism

Recipient: Avoyelles Commission of Tourism

Indicate:

- (●) **Cooperative Endeavor**
- ( ) **Professional Services Contract**
- ( ) **Personal Services Contract**
- ( ) **Consulting Services Contract**
- ( ) **Social Services Contract**
- ( ) **Grant: Indicate Specific Program** [ ]
- ( ) **Line Item Appropriation**
- ( ) **Letter of Agreement**

Yes	No	
☑	☐	**Does the agreement include budget worksheet?**
☑	☐	**Does the agreement include anticipated uses?**
☑	☐	**Does the agreement include estimated duration of the project?**
☑	☐	**Does the agreement include goals, objectives, and measures of performance?**
☑	☐	**Does the agreement indicate requirement of written progress report every six (6) months?**
☑	☐	**Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule)**
☑	☐	**Has the comprehensive budget been approved by the appointing authority?**
☑	☐	**Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor?**

Signatures: Lindsay Schmitt — **Contract Monitor** — 11.19.13 — **Date**

Kyle Edwards — **Appointing Authority** — 7/23/13 — **Date**

Transmittal to Louisiana Legislative Auditor of Comprehensive Budget Information

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

Agency #: 267 **Program #: CMP 2013-2014**

Receiving Agency or Entity

Name	Type	$ Amount
Avoyelles	CEA	$15,000.00
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Please attach email submission/documentation.

Submitted by: Lindsey Schmitt **Date Submitted:** 11.19.13

TRANSMITTAL FOR APPROVED CONTRACT

CONTRACTOR: Avoyelles Parish Police Jury

CFMS TRACKING NUMBER: 724939

DCRT TRACKING NUMBER: DCRT-OT-14-09

AGENCY: Office of Tourism

CONTRACT MONITOR: Lindsey Schmitt

FISCAL ANALYST: Josh McDaniels

MAXIMUM AMOUNT: $15,000.00

CONTRACT PERIOD: 07/01/13-06/30/14

Attached is either an original or copy of the approved contract/amendment for your records. Please be reminded that according to **RS 39:1500 Contract Administration,** after completion of performance, the using agency shall prepare a final report on the contract, which shall include an evaluation of contract performance and an assessment of the utility of the final product. This report shall be delivered to the Division of Administration (DOA) Office of Contractual Review, within 60-days after completion of performance and shall be retained in the official contract file.

Reports not submitted to the Office of Contractual Review within the 60-days period shall be delinquent.

To avoid delay in completing the evaluation, it is my suggestion that once the contract monitor has approved the final invoice, the performance evaluation should be completed and submitted to the Contracts Office to be recorded and submitted to the DOA.

If you have questions in regards to contract administration please contact Karen Richardson, Contracts Reviewer at 225-342-8193 or email Karen at krichardson@crt.state.la.us.

State of Louisiana

JAY DARDENNE
LIEUTENANT GOVERNOR

CHARLES R. DAVIS
DEPUTY SECRETARY

DESIREÉ W. HONORÉ
UNDERSECRETARY

OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
MANAGEMENT AND FINANCE

October 25, 2013

Mr. Wilbert Carmouche
Avoyelles Parish Police Jury
312 N. Main Street
Marksville, LA 71351

Dear Mr. Carmouche:

Attached is an approved original of the contract between the Department of Culture, Recreation and Tourism, Office of Tourism and Avoyelles Parish Police Jury. The tracking numbers that have been assigned to this contract are DCRT-OT-14-09 and CFMS# 724939. 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,

Desireé Honoré Thomas, CPA
Undersecretary

DWT: kr

Attachment

cc: Lindsey Schmitt, Contract Monitor
Josh McDaniels, Fiscal Analyst

BOBBY JINDAL
GOVERNOR

KRISTY H. NICHOLS
COMMISSIONER OF ADMINISTRATION

State of Louisiana

Division of Administration
Office of Contractual Review

September 18, 2013

Mr. Charles R. Davis
Deputy Secretary
Department of Culture, Recreation & Tourism
Office of Tourism
Post Office Box 94361
Baton Rouge, LA 70804-9361

Dear Mr. Davis:

Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on August 30, 2013. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

Department of Culture, Recreation & Tourism
OCR# 267-400895 CFMS# 724939 Avoyelles Parish Police Jury

The OCR and CFMS numbers preceding the cooperative party's name has been assigned by this office and are used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

Pamela Bartfay Rice ph

Pamela Bartfay Rice, Esq.
Interim Director

PBR/la

Enclosure

DCRT-OT-14-09
CFMS 724939

Cooperative Endeavor Agreement
Louisiana Office of Tourism 2013-2014 Cooperative Marketing Program

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is made and entered into on the dates and at the places listed below by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter sometimes referred to as "State" or "LOT," and the Avoyelles Parish Police Jury, a political subdivision of the State of Louisiana, domiciled and having its principal business address at 312 N. Main St., Marksville, LA 71351, 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, the Louisiana Department of Culture, Recreation and Tourism is responsible for the statewide development and implementation of cultural, recreational, and tourism programs (La. R.S. 36:201.B) and its Office of Tourism is statutorily mandated to "encourage and promote tourism and the tourist industry for the benefit of the people of this and other states and as a developing economic resource; and shall cooperate with local tourist promotion and convention agencies. . ." (La. R.S. 36:208.F); and

WHEREAS, the Contractor is a political subdivision of the state, statutorily authorized to "do all things necessary for the promotion and the advertisement and publication of information relating to tourist attractions within its jurisdiction" (La. R.S. 33:4574); and

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

WHEREAS, the Office of Tourism's Cooperative Marketing Program (CMP) was developed and designed to fulfill the LOT's governmental purposes and statutory mandate; and

WHEREAS, the Louisiana Travel Promotion Association (LTPA) is a private, non-profit, membership trade association that leads the private sector growth of the Louisiana tourism industry; and

WHEREAS, the LTPA creates, coordinates, and offers the tourism industry cooperative marketing programs, including consumer and trade advertising; and

WHEREAS, the LTPA has created a 2013/2014 Marketing Plan tailored specifically to Louisiana's tourism industry. The Plan reflects LTPA's marketing research and rate negotiations to ensure expenditures are researched-based and discounted, when compared to buying directly through the publications on print and web advertising for over thirty-five eligible (as outlined in the CMP application) publications and media outlets; and

WHEREAS, the LTPA will receive a percentage of the cost of the media purchased by the Contractor from the 2013/2014 LTPA Marketing Plan, which funds will be reinvested by the LTPA in programs that educate and promote the tourism industry, which further supports the public purposes and statutory mandates of the State; and

WHEREAS, at this time, there is no other entity that offers a researched-based comprehensive marketing plan tailored to the promotion of Louisiana's tourism industry that offers media purchases at a discounted rate to the Louisiana tourism industry; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase the economic impact of tourism in Louisiana through strong and effective public initiatives, the State desires to cooperate with the Contractor in the implementation of a cooperative advertising program designed to leverage state and local tourism funding; and

WHEREAS, in fiscal year 2014 under the guidelines of the Cooperative Marketing Program, the State will reimburse the Contractor for up to 66.6666% of the Contractor's cost of purchasing approved media through the LTPA 2013/2014 Marketing Plan, as well as other media pre-approved by the State, up to a maximum amount of $15,000.00; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of the state as a unique and desirable travel destination through this cooperative marketing program is proportionate to obligations to be undertaken by the State, which obligations benefit the Louisiana economy and tourism industry at the state and local level.

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

1. Scope of Services

As provided herein and in greater detail in the attached Exhibit A which is incorporated herein by reference, the State agrees to reimburse the Contractor 66.6666% of the cost incurred for purchasing media pre-approved by the State, up to a maximum amount of $15,000.00, subject to the following terms and conditions:

A. The State will provide the Contractor with the eligible programs within the 2013/2014 LTPA Marketing Plan, as well as other media approved by the State.
B. The media must run between July 1, 2013 and June 30, 2014.
C. All advertising must be approved by the Contract Monitor prior to placement.
D. Contractor must include the approved Louisiana Office of Tourism logo (found here: http://www.crt.state.la.us/tourism/grants.aspx) on all print, broadcast, internet and billboard advertising.
E. Contractor must include the phrase ***"Visit LouisianaTravel.com to plan your trip today"*** on all radio and television ads.
F. To receive a 66.6666% reimbursement for the cost of media, the Contractor shall submit to the State:
    1. Proof of reimbursable charge from vendor (legible invoice reflecting date, description and dollar amount). If placing media through an advertising agency, invoices from both the agency and the media outlet must be provided.
    2. An original invoice from the Contractor to the State for one-half of the cost of the media purchase (Exhibit C)
    3. Proof of Implementation. Documentation can include:

- Ad placement tear sheets. If tear sheet does not include the name/issue of the publication, Contractor shall provide proof (e.g., – entire magazine) that ad ran in the publication/issue for which reimbursement is requested.
- Screen-shots (banner ads)
- Script and log report indicating actual broadcast times/dates
- Other (LOT Contract Monitor will determine if proof is acceptable)

G. Final Report - At the conclusion of the program, the Contractor must submit the Final Report (Exhibit B), which shall summarize the campaign goals and the outcomes of the program using the measurements of success stated in the Contractor's Cooperative Marketing Program application. Invoices will be processed as they are received; however, final payments will be held until the Final Report is submitted.

Monitoring Plan
Lindsey Schmitt, Program Manager, or her supervisor or successor to this position will ensure that the requirements are met and that services contracted for and agreed upon are rendered complete.

Payment Terms
In consideration of the program described above and upon receipt of an original invoice(s) which lists media outlet, issue/broadcast dates, total amount of ad and 66.6666% match requested, and proof of deliverables that verify the fulfillment of all requirements set forth herein, the State agrees to reimburse the Contractor for 66.6666% of the cost of media purchased, up to a maximum amount of **FIFTEEN THOUSAND DOLLARS ($15,000.00).** With the exception of the final invoice, payments shall be made upon receipt. Final invoice(s) and all supporting documentation for expenses must be received by the State no later than July 7, 2014.

Contractor is informed that for public or quasi-public entities which are recipients of state funds under Act 14 of the 2013 legislative session, and which are not budget units of the state, no funds shall be transferred unless the State submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contractor shall provide a written report of progress six months into the Agreement and a Final Report at the conclusion of the Agreement to the funding agency (or "State") concerning the use of the funds and the specific goals and objectives for the use thereof. In accordance with La. R.S. 24:513 H (2)(a), quasi-public agencies or bodies that are recipients of state funds shall designate an individual who shall be responsible for filing annual financial reports with the Legislative Auditor and shall notify the Legislative Auditor of the name and address of the person that is designated. A quasi- public agency or body is defined in La. R.S. 24:513 A (1)(b).

Taxes
Contractor is responsible for payment of all applicable taxes from the funds to be received under this Agreement, identified under federal tax identification number 72-6000119.

Contractual Review Approval
This Agreement is not effective until approved by the Director of the Office of Contractual Review in accordance with Executive Order BJ 08-29. Any alteration, variation, modification, or waiver 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.

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 this Agreement; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the 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 the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity to cure the defect.

Termination for Convenience
The State may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies
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 materials 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.

Assignment
Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether 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.

Auditor's 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.

Ethics
The Contractor must be knowledgeable of and abide by all applicable provisions of federal, state and local law, including the Louisiana Code of Governmental Ethics La. R.S. 42:1101 et seq.

Fiscal Funding Clause
The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Legislature. 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 appropriations for the year from exceeding the 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 that 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 contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Indemnification Clause
Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any 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.

THUS, DONE AND SIGNED at Mansura (city), Louisiana (state) on the 7 day of August (month), 2013.

WITNESSES:

Suzanne Broullette

Melody R Cotto

Wilbert Carmouche

Wilbert Carmouche, Tourism Director
Avoyelles Parish Police Jury

THUS, DONE AND SIGNED at Baton Rouge, Louisiana on the 23 day of July, 2013.

WITNESSES:

Amery Woodard

Lindsey Schmidt

Kyle Edmiston 7/23/13

Kyle Edmiston, Assistant Secretary
Louisiana Office of Tourism

THUS, DONE AND SIGNED at Baton Rouge, Louisiana on the 24 day of July, 2013.

WITNESSES:

Annie B. B

Linda C. Smith

Charles R. Davis

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

APPROVED
Office of the Governor
Office of Contractual Review

SEP 18 2013

Pamela Barbagallo
DIRECTOR

Exhibit A

Agency Name: DCRT, Louisiana Office of Tourism

Contracting Party: Avoyelles Parish Police Jury

Contract Monitor: Lindsey Schmitt, Program Manager

Detailed Goals and Objectives:

The LOT is specifically authorized to establish and support cooperative advertising programs (La. R.S. 51:1255). Cooperative advertising is a system by which advertising costs are divided between two or more parties. In this cooperative advertising program, the State encourages local tourism convention and visitor bureaus ("CVBs"), tourist commissions, destination marketing organizations (DMOs), or regional partnerships of CVBs and/or DMOs, to advertise the local tourism "product."

CVBs are political subdivisions of the state, statutorily authorized to "do all things necessary for the promotion and the advertisement and publication of information relating to tourist attractions within its jurisdiction" (La. R.S. 33:4574).

The tourism product is any activity or experience a tourist may participate in. For the LOT, the tourism product includes all of the communities, attractions, features, experiences, and events in the entire state of Louisiana. For a local CVB/DMO, the tourism product includes the communities, attractions, features, experiences, and events within its jurisdiction.

The LOT Cooperative Marketing Program is administered in part through the nonprofit travel industry association, Louisiana Travel Promotion Association (LTPA). The LOT is statutorily directed to cooperate with governmental agencies (e.g., CVBs) and nonprofit associations (e.g., the LTPA) to market Louisiana as a tourism destination. The LTPA Marketing Plan is a result of LTPA's media research which identified media outlets appropriate for Louisiana tourism promotion. The media placement rates offered through the 2013/2014 LTPA Marketing Plan were negotiated by LTPA and, therefore reflect discounts below published rates for placing media in the selected outlets. Revenues generated by the LTPA are re-invested in activities that complement and enhance the statutory duties and public purposes of the LOT and the CVBs, namely the promotion and expansion of tourism in Louisiana.

It is more efficient for the LOT to encourage local CVBs to advertise their own tourism product (which is part of the state's "tourism product") and then provide a 66.6666% rebate to the CVB for those ads, than it would be for the state LOT to buy an ad to promote the local CVB's tourism product (again, which is part of the state's "tourism product") at the full price of the ad plus fees for media research and/or media commissions.

Deliverables:

- The Contractor will deliver the invoices, proof of placement, proof of acknowledgement of the State's support, 6-month progress report, final report and other supporting documentation described in the Scope of Services.

Performance measures:

Performance measures will include the results derived from the marketing efforts, such as: number/frequency of advertisements placed; the circulation of publications in which advertising is placed; the number of inquiries/leads received from advertisements' "calls to action" (e.g., website visitation, telephone inquiries, etc.); increased brand recall and awareness; increased local and state-wide visitation.

Contract Monitor: Lindsey Schmitt

Monitoring Plan:

- Contract Monitor will work with the Contractor to ensure its understanding of the State's requirements so that the Contractor can participate in the Cooperative Marketing Program.
- Contract Monitor will ensure the advertisements are placed and the deliverables are delivered in accordance with the terms of this Agreement.
- Contract Monitor will review and verify submitted invoice(s) prior to authorizing release of payment.
- Contract Monitor will ensure the completion of a Performance Evaluation within 45 days of the completion of contract services.

Final Utility of Service:
The marketing and advertising benefits that will result from this cooperative endeavor agreement comply with the goals and objectives of the Louisiana Office of Tourism to increase the awareness of Louisiana as a tourism destination, to promote and assist expansion of tourism and the tourism industry in Louisiana, and to cooperate with local tourist promotion and convention agencies.

Exhibit B (Final Report Template)

Print (Magazine/Newspaper)

Publication	Ad Size	Issue Date	Circulation No.	Markets	Total Cost	Match Requested

Campaign Goals (as stated in application):

Measurements of Success (as stated in application):

Results:

Broadcast (Radio, Television)

Station Call Letters	Designated Marketing Area	Spot Length/Frequency	Broadcast Dates	Total Cost	Match Requested

Campaign Goals (as stated in application):

Measurements of Success (as stated in application):

Results:

Internet

Website Address	Website Name	Target Audience	Dates	Total Cost	Match Requested

Campaign Goals (as stated in application):

Measurements of Success (as stated in application):

Results:

Outdoor (Billboards)

Placement Location	City, State	Dates	Total Cost	Match Requested

Campaign Goals (as stated in application):

Measurements of Success (as stated in application):

Results:

Exhibit C (Sample Invoice)

Date:
Invoice #:
CFMS #:

To:
Louisiana Office of Tourism
Attn: Lindsey Lightfoot Schmitt
1051 N. Third St.
Baton Rouge, LA 70802

From:
XYZ CVB
Address
City, State, Zip

Description	**Amount**
Birder's World, November 2013, ¼ page Total Cost: $1800 66.6666% Match requested: $1,200.00	**$1,200.00**
Southern Living, December 2013, ½ page Total Cost: $2400 66.6666% Match Requested: $1,600.00	**$1, 600.00**
KBLT-TV, January 1-30, 2014 Total Cost: $1300 66.6666% Match Requested: $866.67	**$866.67**
Total	**$3,666.67**