

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

**DEPARTMENT OF CULTURE, RECREATION AND TOURISM, OFFICE OF TOURISM
AND
VERMILION PARISH TOURISM COMMISSION**

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Department of Culture, Recreation and Tourism, Office of Tourism of the State of Louisiana, hereinafter referred to as "State" and/or "Agency," and the Vermilion Parish Tourism Commission, P. O. Box 1106, Abbeville, LA 70511, hereinafter referred to as "Contractor."

WITNESSETH:

1.0 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

1.1 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, site, 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

1.2 WHEREAS, in accordance with La. R. S. 33:4574, the Vermilion Parish Tourist Commission, operating under the governing authority of the parish, is authorized and empowered to accept grants or donations of every type and to do all things necessary for the promotion, advertisement and publication of information relating to tourist attractions within its jurisdiction; and

1.3 WHEREAS, in April of 2010, the Governor of the State of Louisiana issued Proclamation No. 20 BJ 2010, extended by Proclamation No. 37 BJ 2010 declaring a State of Emergency in regards to the BP - Deepwater Horizon Oil Spill and under this proclamation Section 1 declared, "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

1.4 WHEREAS, in an agreement dated June 1, 2010, BP Exploration & Production, Inc. provided a \$15M grant to the DCRT to use in addressing tourism concerns in Louisiana resulting from the explosion at the Deepwater Horizon Oil Rig in the Gulf of Mexico on April 20, 2010 and the resulting oil spill (the "Event"); and

1.5 WHEREAS, the agreement specified that the BP grant shall be used by DCRT 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; and

1.6 WHEREAS, the Event has negatively impacted public perceptions on the quality and availability of nature-based tourism resources in Louisiana and the quality and availability of seafood in Louisiana;

and

1.7 WHEREAS, the DCRT and the Vermillion Parish Tourism Commission, along with partners Vermillion Parish, the Greater Abbeville Chamber of Commerce, and the Louisiana Office of State Parks, have collaborated in the creation, production and promotion of *Stir the Pot: A Louisiana Seafood Cook-off and Fundraiser* (“*Stir the Pot*”), an event designed to have the purpose and effect of alleviating or mitigating tourism-related concerns in the coastal areas of Louisiana affected by the Event; and

1.8 WHEREAS, *Stir the Pot* will promote (1) the quality, safety, and availability of Louisiana seafood as a part of a larger, comprehensive effort to generate positive attention for Louisiana restaurants and fishing industry, important components of Louisiana’s tourism industry which have been negatively affected by the Event, and (2) the opening of Palmetto Island State Park, Louisiana’s newest nature-based tourism asset, located in Vermillion Parish; and

1.9 WHEREAS, the Louisiana Department of Natural Resources’ 2010 Science-Based Recommendation Coastal Zone Inland Boundary (including Coastal Use Permit Management Area, Intergovernmental Coordination Area, and the Watershed Planning Area) includes all or a portion of 34 parishes, including Vermillion, which is situated on the Louisiana Gulf Coast and whose tourism economy relies heavily of positive perceptions of its Louisiana seafood and nature-based tourism resources; and

1.10 WHEREAS, the public purpose in this endeavor is to promote important segments of Louisiana’s tourism industry affected by the Event, including Louisiana’s seafood industry and nature-based tourism assets. The public purpose comports with the governmental purposes the Louisiana Office of Tourism is authorized to pursue. The benefits derived from the State’s investment in *Stir the Pot* include (a) increased opportunities to maintain awareness and a positive image of Louisiana as a unique and desirable travel destination, (b) increased public awareness of the quality, safety, and availability of Louisiana seafood, (c) increased visitation, awareness, and support for Palmetto Island State Park which is an important nature-based tourism asset and economic driver for this coastal region, and (d) promotion of the State’s official tourism website LouisianaTravel.com in advertisements and other publicity and promotional materials. The benefits derived are proportionate to obligations undertaken by the State.

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

SCOPE OF SERVICES

2.1 Contractor shall produce and promote *Stir the Pot*, to be held October 30, 2010 at Palmetto Island State Park in Vermillion Parish in the following manner:

Contractor shall:

- 1) Work with media to develop positive messages regarding the Louisiana Seafood Industry to send a message that Louisiana is still a great place to enjoy seafood and recreation.
- 2) Do all things necessary to plan, organize, implement and manage *Stir the Pot*
- 3) Handle all registrations to enter the *Stir the Pot* Seafood Cook-off competition
- 4) Ensure complete fiscal accountability to the State for all funds raised for the event including sponsorships, registrations for the Cook-off, and entry fees to the event.
- 5) Ensure planning, organizing and management responsibilities for music entertainment

and other seafood awareness activities associated with the event.

- 6) Provide speaking opportunities for the Louisiana Office of the Lieutenant Governor and/or the Department of Culture, Recreation and Tourism to represent the Louisiana tourism industry in publicity and media opportunities.
- 7) Include the **LouisianaTravel.com** logo and link to promote the State's official tourism website **www.LouisianaTravel.com** and the state park website **www.lastateparks.com** to public audiences from any Vermilion Parish websites and other neighboring municipality websites that are used to promote the event and park in order to promote Louisiana tourism and parks.
- 8) Provide the State with the list of sponsors, media and other partners including the organization name, contact person, phone, email and address in order to have the ability to correspond with participants and supporters.
- 9) Contractor shall recognize the Louisiana Office of Lieutenant Governor and the Office of Tourism as partner and supporter in all publicity efforts including press releases, speaking opportunities, media coverage, broadcast promotions and printed materials. Acknowledging the **LouisianaTravel.com** website when possible
- 10) Upon the conclusion of the event, Contractor shall provide to the State a **Final Report** of the details of the event to include advertising and publicity efforts, the media coverage, list of activities, list of media outlets, sponsors, partnerships, a detailed financial accounting of funds raised and expenditures. Contractor shall also provide photos of the event, copies of articles, publicity materials, press releases, etc, the estimated attendance, the estimated economic impact on the area, and the tourism benefits as they relate to the goals and objectives for the purpose and intent of the event. **Contractor shall submit the Final Report not later than December 31, 2010.**

PAYMENT TERMS

3.1 In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **TEN THOUSAND DOLLARS (\$10,000.00) AND NO/CENTS**. Payments will be made only on approval of the State's Contract Monitor, Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor or successor.

Upon the completion of services to the reasonable satisfaction of the State, payments shall be disbursed as follows:

Upon completion of all events and activities Contractor shall submit an original invoice and the **Final Report** with supporting documentation for expenditures, which shall not exceed the total maximum payable of Ten Thousand Dollars (\$10,000.00). Supporting documentation for expenditures shall include but is not limited to copies of expense logs/reports, requisitions, signed commitments or agreements for services, invoices, and other documents of proof in accordance with the attached Budget. Invoice requests must be made on the organization's letterhead and all services and deliverables including the **Final Report** and invoice must be submitted no later than **December 31, 2010**.

All original documentation for expenses and details of the event shall be maintained by the Contractor and is subject to State audit

Payment is also contingent on approval of this Agreement by the director of the Louisiana Division of

Administration, Office of Contractual Review and the availability of funds to fulfill the requirements of the agreement.

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

Contractor is informed that no funds appropriated under Act 11 of the 2010 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the entity (e.g., a contractor, contracting party, grantee, etc.) executes a copy of the Agreement (or contract, grant, etc.) and submits to the transferring agency (e.g., CRT, LOT, OCD, etc.), for approval, a comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Agency shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

In the event the Agency determines that the Contractor failed to use the funds set forth in its budget within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives for the use of the funds, the Agency shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Contractor shall be audited in accordance with R.S. 24:513. If the amount of the public funds received by the Agency is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The Agency shall forward to the Legislative Auditor, the Division of Administration, and the Joint Legislative Committee on the Budget, a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted no later than May 1, 2011.

TAXES

4.1 Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 72-1215453.

TERMINATION FOR CAUSE

5.1 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 the Contractor written notice specifying 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 Contractor in default and the agreement shall terminate on the date specified in such notice. 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 for the State to cure the defect.

TERMINATION FOR CONVENIENCE

6.1 The State may terminate this agreement at any time by giving thirty (30) days written notice to Contractor. Upon receipt of notice, the Contractor unless the notice directs otherwise, shall immediately discontinue work and the placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contractor shall be entitled to payment for deliverables in

progress, to the extent work has been performed satisfactorily.

OWNERSHIP

7.1 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

8.1 The 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.

ARTICLE IX FINANCIAL DISCLOSURE

9.1 The State reserves the right to audit the Contractor's records in accordance with R.S. 24:513. If the amount of public funds received by the Contractor is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

AUDITOR'S CLAUSE

10.1 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 auditors shall have the option of auditing all records and accounts of the Contractor that relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment.

AMENDMENTS IN WRITING

11.1 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 Louisiana Division of Administration, Office of Contractual Review.

FISCAL FUNDING CLAUSE

12.1 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

13.1 This agreement shall begin on **October 1, 2010** and shall terminate on **February 28, 2011**.

DISCRIMINATION CLAUSE

14.1 Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 farther 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 agreement.

INDEMNIFICATION CLAUSE

15.1 Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any part 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 or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 10th day of November, 2010.

WITNESSES:

Louisiana Department of Culture, Recreation & Tourism

Amie B B

Pam Breaux

Pam Breaux, Secretary

C. Weisman

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 9th day of November, 2010.

WITNESSES:

DCRT, Office of Tourism

Christy Yella

Jim Hutchinson

Jim Hutchinson, Assistant Secretary

Jamie L. Bergeron

THUS DONE AND SIGNED AT Abbeville, Louisiana on the 11th day of November, 2010.

WITNESSES:

Vermilion Parish Tourist Commission

Shelley (Hate)

Alison F. Miller

Alison F. Miller, Executive Director

Lynn Gullay

ATTACHMENT A

**Project Budget (2010-11)
Vermilion Parish Tourist Commission
“Stir the Pot: Louisiana Seafood Cook-off and Fundraiser”**

Anticipated Income or Revenue

<u>Sources</u> <i>(list all sources of revenue)</i>	<u>Amounts</u>
Cooperative Sponsorships	\$ 7,000.00
Cooking Competition Registration Fees	\$ 2,000.00
Admission Fees	\$ 4,000.00
Beverage Sales	\$ 4,000.00
Auction Items	\$ 6,000.00
Raffle Tickets	\$ 1,000.00
DCRT, Tourism	\$10,000.00
Total Anticipated Revenue	\$34,000.00

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of State Appropriation</u>
Entertainment	\$10,000.00	\$4,191.00
Abbeville Meridional	\$ 720.00	\$
Kaplan Herald	\$ 370.00	\$
Gueydan Journal	\$ 300.00	\$ 300.00
Posters, Rack Cards, Cook-off Entry Forms	\$ 300.00	\$ 300.00
Radio Spots	\$ 900.00	\$ 900.00
Louisiana Press Association Ads	\$ 1,340.00	\$1,340.00
Tickets/Bracklets	\$ 300.00	\$ 300.00
Postage	\$ 44.00	\$ 44.00
Port a Lets	\$ 725.00	\$ 725.00
Signs	\$ 200.00	\$ 200.00
Drinks	\$ 2,000.00	\$
Insurance/Permits	\$ 1,000.00	\$ 1,000.00
Clean-up crew	\$ 300.00	\$ 300.00
Security	\$ 400.00	\$ 400.00
Cook-off Awards/Judges Gifts	\$ 2,150.00	\$
Acquisitions	\$	\$
Total Use of the Appropriation	\$21,049.00	\$10,000.00

Advertising Design 8 hrs @ 45.00	\$360.00
35 Volunteers -6 hrs @ 14.37	\$3,017.70
Total In-kind Donations	\$3,377.70

Budget categories listed above reflect a typical budget and may be adjusted by the Contracting Party and Agency to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services shall be detailed and shall include organization or individual, service, contact information and amount paid.

ATTACHMENT B

Agency Name: Office of Tourism
Contractor's Name: Vermilion Parish Tourist Commission
Contract Monitor: Jack Warner

Goals: To support an event that will promote (1) the quality, safety, and availability of Louisiana seafood as a part of a larger, comprehensive effort to generate positive attention for Louisiana restaurants and fishing industry, important components of Louisiana's tourism industry which have been negatively affected by the Event, and (2) the opening of Palmetto Island State Park, Louisiana's newest nature-based tourism asset, located in Vermillion Parish.

Objectives: The objectives of this endeavor include (a) increased opportunities to maintain awareness and a positive image of Louisiana as a unique and desirable travel destination, (b) increased public awareness of the quality, safety, and availability of Louisiana seafood, (c) increased visitation, awareness, and support for Palmetto Island State Park, which is an important nature-based tourism asset and economic driver for the this coastal region, (d) promotion of the State's official tourism website LouisianaTravel.com in advertisements and other publicity and promotional materials.

Performance Measures: Contractor's performance will be measured by the media attention drawn to the State and the Grand Opening of the Park. Performance will also be measured by the amount of funds raised, articles written, positive media coverage, number of participants at activities, collaborations, support and public attention drawn to the event, and by the Contractor's ability to adhere to the requirements of the Scope of Service including financial accountability for receipts and expenditures.

Monitoring Plan: the Contract Monitor will evaluate services and ensure that all deliverables are provided and in compliance with the Scope of Services in the following manner:

Contract Monitor will review the **Final Report**, and supporting documentation to verify services and expenditures for compliance, and validate the invoice request prior to authorizing the release of payment to Contractor.

The Contract Monitor will also complete a performance evaluation taking into consideration the goals, objective and measures or performance and submit to the Office of Management and Finance within 45 days of the termination or expiration of this Agreement or upon payment of the final invoice.

Utility of Final Product: Louisiana's image, seafood and tourism industry have been challenged in the last five years because of various events including several major hurricanes and the recent BP Deepwater Horizon Oil Spill in the Gulf of Mexico this year. To mitigate damages to the tourism industry, the Contractor is engaging in a cooperative effort to promote seafood and the Grand Opening of Palmetto Island State Park, a project that has been in development and construction for more than 30 years. The project will mitigate negative concerns and bring positive media attention to Louisiana giving notice to the public including media, tourist and business travelers that the State of Louisiana is still open for business, the seafood is as good as ever and Louisiana is still a unique and desirable travel destination even after the hurricanes and the BP Deepwater Horizon oil spill.

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

**DEPARTMENT OF CULTURE, RECREATION AND TOURISM, OFFICE OF TOURISM
AND
LAKE CHARLES-SOUTHWEST LOUISIANA CONVENTION AND VISITORS BUREAU**

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Department of Culture, Recreation and Tourism, Office of Tourism of the State of Louisiana, hereinafter referred to as "State" and/or "Agency," and Lake Charles - Southwest Louisiana Convention and Visitors Bureau, 1205 North Lakeshore Drive, Lake Charles, LA 70601, hereinafter referred to as "Contractor."

WITNESSETH:

1.0 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

1.1 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

1.2 WHEREAS, in accordance with La. R. S. 33:4574, the Southwest Louisiana Convention and Visitors Bureau promotes tourism in Calcasieu Parish, operates under the governing authority of the parish, and is authorized and empowered to accept grants or donations of every type and to do all things necessary for the promotion, advertisement and publication of information relating to tourist attractions within its jurisdiction; and

1.3 WHEREAS, in April of 2010, the Governor of the State of Louisiana issued Proclamation No. 20 BJ 2010, extended by Proclamation No. 37 BJ 2010 declaring a State of Emergency in regards to the BP - Deepwater Horizon Oil Spill and under this proclamation Section 1 declared, "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

1.4 WHEREAS, in an agreement dated June 1, 2010, BP Exploration & Production, Inc. provided a \$15M grant to the Department of Culture, Recreation and Tourism (DCRT) to use in addressing tourism concerns in Louisiana resulting from the explosion at the Deepwater Horizon Oil Rig in the Gulf of Mexico on April 20, 2010 and the resulting oil spill (the "Event"); and

1.5 WHEREAS, the agreement specified that the BP grant shall be used by DCRT 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; and

1.6 WHEREAS, the Event has negatively impacted public perceptions on the quality and availability

of nature-based tourism resources in Louisiana and the quality and availability of seafood in Louisiana; and

1.7 WHEREAS, the Southwest Louisiana Convention and Visitors Bureau acting on behalf of the coastal city of Lake Charles is producing a “*Get Outdoors Guide*” (*Guide*) to market attractions in Calcasieu and Cameron parishes for the purpose and effect of alleviating or mitigating tourism-related concerns in the coastal area, that is affected by the Event; and

1.8 WHEREAS, the “*Get Outdoors Guide*” will provide comprehensive information on nature-based tourism assets that promote the quality, safety, and availability of Louisiana seafood as a part of a larger, comprehensive effort to generate positive attention for Louisiana’s hot spots for fishing, hunting, paddling, biking, hiking, shelling, crabbing, birding, and the viewing of wildlife up close; important components of Louisiana’s tourism industry which have been negatively affected by the Event, and

1.9 WHEREAS, the Louisiana Department of Natural Resources’ 2010 Science-Based Recommendation Coastal Zone Inland Boundary (including Coastal Use Permit Management Area, Intergovernmental Coordination Area, and the Watershed Planning Area) includes all or a portion of 34 parishes, including Calcasieu and Cameron, which are situated in the vicinity of the Louisiana Gulf Coast and whose tourism economy relies heavily of positive perceptions of Louisiana seafood and nature-based tourism resources; and

1.10 WHEREAS, the public purpose in this endeavor is to promote important segments of Louisiana’s tourism industry affected by the Event, including Louisiana’s seafood industry and nature-based tourism assets. The public purpose comports with the governmental purposes the Louisiana Office of Tourism is authorized to pursue. The benefits derived from the State’s investment in the “*Get Outdoors Guide*” will provide for (a) increased opportunities to maintain awareness and a positive image of Louisiana as a unique and desirable travel destination, (b) increased public awareness of the quality, safety, and availability of Louisiana seafood, (c) increased visitation, awareness, and support for important nature-based tourism assets and economic drivers for this coastal region, and (d) promotion of the State’s official tourism website LouisianaTravel.com in advertisements, publicity efforts and promotional materials. The benefits derived are proportionate to obligations undertaken by the State.

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

SCOPE OF SERVICES

Louisiana Contractor shall coordinate efforts with Louisiana tourism partners to facilitate collaborations so as to determine the most effective marketing messages and strategies for incorporating tourism information in the “*Get Outdoors Guide*”, designed to mitigate and alleviate concerns regarding nature-based tourism with a focus on Louisiana seafood that is representative of the area. Contractor shall gather data and obtain feedback through open communication with tourism partners and shall ensure a research-based regional tourism promotion that leverages the State’s investment in the project, as to complement the State’s efforts to promote tourism statewide in the following manner:

2.1 Contractor shall design, produce and distribute a comprehensive nature-based tourism brochure “*Get Outdoors Guide*” promoting the tourism assets of Calcasieu and Cameron parishes as follows:

Contractor shall:

- 1) Do all things necessary to design, produce, and distribute an attractive, colorful and informative “*Get Outdoors Guide*” that focuses on Louisiana seafood and safety and is

also nature-based, viewer friendly, and has download capability for electronic distribution.

- 2) Work with a diverse group of Louisiana tourism partners to develop a comprehensive guide with positive messages regarding the Louisiana Seafood Industry and other tourism assets, sending a strong message that Louisiana is still a great place to enjoy seafood and offers a variety of nature-based recreational opportunities.
- 3) Ensure the prominent placement of the official **LouisianaTravel.com** logo in the *“Guide*, preferably inside the front and/or back cover of the Guide to ensure prominent acknowledgement of the State’s official tourism website **www.LouisianaTravel.com**.
- 4) Recognize the Department of Culture, Recreation and Tourism, Office of Tourism as partner and supporter in all publicity efforts including press releases, speaking opportunities, media coverage, broadcast promotions and printed materials. Contractor shall also ensure the placement of the official **LouisianaTravel.com** logo with hyperlink to the **www.Louisiana.Travel.com** website on any of the official tourism websites of Cameron and Calcasieu parishes. The State’s official tourism logo can be found on the state’s website **http://www.crt.state.la.us/tourism/grants.aspx**.
- 5) Upon the conclusion of all services, Contractor shall provide to the State a **Final Report** of services to correspond with the goals, objectives and performance measurements, to include but is not limited to details regarding distribution efforts, information regarding the inclusion of the State’s logo on websites, public relations efforts, types of distribution outlets targeted, sponsors, partnerships, and a detailed accounting of funds and expenditures. Contractor shall also provide several copies of the *Guide* and the estimated number of distribution outlets, and number of copies estimated to be produced and distributed on a monthly basis. **Contractor shall submit the Final Report not later than May 31, 2011.**

PAYMENT TERMS

3.1 In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **TEN THOUSAND DOLLARS (\$10,000.00) AND NO/CENTS**. Payments will be made only on approval of the State’s Contract Monitor, Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor or successor.

Upon the completion of services to the reasonable satisfaction of the State, payments shall be disbursed as follows:

Upon completion of all services, Contractor shall submit an original invoice and the **Final Report** as specified in the Scope of Services with supporting documentation for expenditures, which shall not exceed the total maximum payable of Ten Thousand Dollars (\$10,000.00). Supporting documentation for expenditures shall include but is not limited to copies of expense logs/reports, requisitions, signed agreements for services, invoices, and other documents of proof in accordance with the attached Budget. Invoice requests must be made on the organization’s letterhead and all services and deliverables including the **Final Report** and invoice must be submitted no later than **May 31, 2011**.

All original documentation for expenses and details of the project shall be maintained by the Contractor and is subject to State audit.

Payment is also contingent on approval of this Agreement by the director of the Louisiana Division of

Administration, Office of Contractual Review and the availability of funds to fulfill the requirements of the agreement.

If it is found in any audit that the Contractor defaulted on the agreement, breached the terms of the agreement, ceased to do business, or ceased to do business in Louisiana, it shall be required to repay the State in accordance with the State's terms.

Contractor is informed that no funds appropriated under Act 11 of the 2010 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the entity (e.g., a contractor, contracting party, grantee, etc.) executes a copy of the Agreement (or contract, grant, etc.) and submits to the transferring agency (e.g., CRT, LOT, OCD, etc.), for approval, a comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Agency shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

In the event the Agency determines that the Contractor failed to use the funds set forth in its budget within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives for the use of the funds, the Agency shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Contractor shall be audited in accordance with R.S. 24:513. If the amount of the public funds received by the Agency is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The Agency shall forward to the Legislative Auditor, the Division of Administration, and the Joint Legislative Committee on the Budget, a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted no later than May 1, 2011.

TAXES

4.1 Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 72-0723595

TERMINATION FOR CAUSE

5.1 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 the Contractor written notice specifying 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 Contractor in default and the agreement shall terminate on the date specified in such notice. 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 for the State to cure the defect.

TERMINATION FOR CONVENIENCE

6.1 The State may terminate this agreement at any time by giving thirty (30) days written notice to Contractor. Upon receipt of notice, the Contractor unless the notice directs otherwise, shall immediately discontinue work and the placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contractor shall be entitled to payment for deliverables in

progress, to the extent work has been performed satisfactorily.

OWNERSHIP

7.1 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

8.1 The 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.

ARTICLE IX FINANCIAL DISCLOSURE

9.1 The State reserves the right to audit the Contractor's records in accordance with R.S. 24:513. If the amount of public funds received by the Contractor is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

AUDITOR'S CLAUSE

10.1 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 auditors shall have the option of auditing all records and accounts of the Contractor that relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment.

AMENDMENTS IN WRITING

11.1 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 Louisiana Division of Administration, Office of Contractual Review.

FISCAL FUNDING CLAUSE

12.1 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

13.1 This agreement shall begin on **October 15, 2010** and shall terminate on **June 30, 2011**.

DISCRIMINATION CLAUSE

14.1 Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 farther 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 agreement.

INDEMNIFICATION CLAUSE

15.1 Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any part 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 or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 20th day of November, 2010.

WITNESSES:

Louisiana Department of Culture, Recreation & Tourism

Cari D. Wetmore

Pam Breaux

Pam Breaux, Secretary

Julie Hanson

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 19th day of November, 2010.

WITNESSES:

DCRT, Office of Tourism

[Signature]
Charlott Zeller

[Signature]
Jim Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT Lake Charles, Louisiana on the 27th day of November, 2010.

WITNESSES:

Southwest Louisiana Convention & Visitors Bureau

[Signature]
Shanna Landry

[Signature]
Shelley Johnson, Executive Director

[Signature]
Alvin Acosta