**Transmittal to Louisiana Legislative Auditor of Comprehensive Budget Information**

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

**Agency #: Tourism** **Program #: 267**

**Receiving Agency or Entity**

| Name | Type | $ Amount |
|---|---|---|
| Vernon Parish Tourism Commission | CEA | $26,072.00 |
| Includes Amendment | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |
| | ~ | |

**Please attach email submission/documentation.**

**Submitted by:** Charlotte Galloway **Date Submitted:** 12/10/10

OCR # 267-900564
DCRT-OT-09-73B
CFMS # 675347
Amendment # 2

**AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN**
**STATE OF LOUISIANA**
**DEPARTMENT OF CULTURE, RECREATION AND TOURISM, OFFICE OF TOURISM**
**AND**
**VERNON PARISH TOURISM COMMISSION**
**P.O. BOX 349, LEESVILLE, LA 71496**
**Phone #337-238-0783 Tax ID # 721518646**

**Amendment Provisions**
This amendment to Contract CFMS #675347 between the Department of Culture, Recreation and Tourism, Office of Tourism and Vernon Parish Tourist Commission, extends the term and increases the amount payable under the contract to allow continued marketing support throughout fiscal year 2010-2011.

**Change #1**
**Delete from page 1, Paragraph 7, the following language:**
Whereas, the LTPA has created 2009 - 2010 Marketing Plans, which offer lower rates than buying directly through the publications on print and web advertising for over 50 publications and media outlets and also includes buy-in opportunities for participation in trade and consumer shows; and

**Add to page 1, Paragraph 7, the following language:**
Whereas, the LTPA has created 2009-2010 and 2010-2011 Marketing Plans, which offer lower rates than buying directly through the publications on print and web advertising for over 50 publications and media outlets and also includes buy in opportunities for participation in trade and consumer shows; and

**Change #2**
**Delete from Page 2, Paragraph 2, the following language:**
Whereas, in calendar years 2009 and 2010 and as described in greater detail below, the State will reimburse the Contractor up to 50% of the Contractor's cost of purchasing media, pre-selected by the State, through the LTPA 2009 -2010 Marketing Programs, up to a maximum of $19,957.00; and

**Add to Page 2, Paragraph 2, the following language:**
Whereas, in calendar years 2009, 2010 and fiscal year 2011 and as described in greater detail below, the State will reimburse the Contractor up to 50% of the Contractor's cost of purchasing media, pre-selected by the State, through the LTPA 2009-2010 and 2010-2011 Marketing Programs, as well as other media approved by the State, up to a maximum of $26,072.00; and

**Change #3**
**Delete from Page 2, Paragraph 5, Under Scope of Services, the following language:**
As provided in greater detail in the attached Exhibit A which is incorporated herein by reference, the State agrees to remit to the Contractor payment in the amount of 50% of the cost incurred for purchasing media pre-selected by the State, up to a maximum amount of $19,957.00, subject to the following terms and conditions:

A.) The State will provide the contractor with the eligible programs within the 2009-2010 LTPA Marketing Plans.
B.) The contractor must purchase the media by or before October 31, 2010. The media must run by or before December 31, 2010.

**Add to Page 2, Paragraph 5, Under Scope of Services, the following language:**
As provided in greater detail in the attached Exhibit A which is incorporated herein by reference, the State agrees to remit to the Contractor payment in the amount of 50% of the cost incurred for purchasing media pre-selected by the State, up to a maximum amount of $26,072.00 subject to the following terms and conditions:

A.) The State will provide the contractor with the eligible programs within the 2009-2010 and 2010-2011 LTPA Marketing Plans, and well as other media approved by the State.
B.) The media must run by or before June 30, 2011.

**Change #4**
**Delete from Page 3, Under Payment Terms, the following language:**
In consideration of the services described above and upon receipt of the deliverables and fulfillment of all requirements set forth herein, the State agrees to reimburse the Contractor for 50% of the cost of purchasing media up to a maximum amount of Nineteen Thousand Nine Hundred Fifty Seven Dollars ($19,957.00). Payments shall be made upon receipt of these invoices. Invoices and all supporting documentation must be received by the State no later than February 28, 2011.

**Add to Page 3, Under Payment Terms, the following language:**
In consideration of the services described above and upon receipt of the deliverables and fulfillment of all requirements set forth herein, the State agrees to reimburse the Contractor for 50% of the cost of purchasing media up to a maximum amount of Twenty Six Thousand Seventy Two Dollars ($26,072.00). Payments shall be made upon receipt of these invoices. Invoices and all supporting documentation must be received by the State no later than July 11, 2011.

**Change #5**
**Delete from Page 5, Under Term of Contract, the following language:**
This agreement shall begin on **December 1, 2008,** and shall terminate on **February 28, 2011.**

**Add to Page 5, Under Term of Contract, the following language:**
This agreement shall begin on **December 1, 2008,** and shall terminate on **August 15, 2011.**

**Change #6**
**Delete from Page 7, Exhibit A, Detailed Goals and Objectives, the following language:**
The Office of Tourism will supplement the Contractor's purchase of targeted, pre-selected media outlined in the 2009-2010 Louisiana Travel Promotion Association Marketing Plans to promote and market the region's tourism resources.

**Add to Page 7, Exhibit A, Detailed Goals and Objectives, the following language:**
The Office of Tourism will supplement the Contractor's purchase of targeted, pre-selected media outlined in the 2009-2010 and 2010-2011 Louisiana Travel Promotion Association Marketing Plans, as well as other media approved by the State to promote and market the region's tourism resources.

**Justification for the Amendment:**

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 LOT encourages local tourism convention and visitor bureaus and tourist commissions ("CVBs") 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, the tourism product includes the communities, attractions, features, experiences, and events within its jurisdiction.

The LOT cooperative advertising 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. CVBs can select media offered in LTPA marketing plans, plus additional media that is approved by the State. The media plan offered by the LTPA is a result of LTPA's media research which identified media outlets appropriate for tourism promotion. The media placement rates offered through the LTPA media plans were negotiated by LTPA, and therefore reflect discounts below published rates for placing media in the selected outlets. However, it is in the best interest of the state and local communities to allow CVBs to purchase State-approved media that is not included in LTPA's marketing plans.

| Vernon Parish Tourism Commission Annual Budget--2010 | General Ledger Item Code | Projected Budget | Totals |
|---|---|---|---|
| Expenses: | | | |
| Salaries | 51210 | | |
| Contract Labor | 51310 | | |
| Employer's FICA | 51520 | | |
| Employer's Medicare Tax | 51550 | | |
| Workmen's Comp. Insurance | 51560 | | |
| Unemp. Benefit Charges | 51570 | | |
| Unemp. Mgt. Services-Temple | 51571 | | |
| Health Insurance | 51572 | | |
| Legal Advertising & Publications | 52110 | $44,000.00 | |
| Books & Subscriptions | 52120 | | |
| Member Dues, Promotions & Fees | 52130 | $25,000.00 | |
| Printing | 52140 | $1,500.00 | |
| Water | 52152 | | |
| Postage | 52160 | | |
| Telephone | 52161 | | |
| Other Communication | 52162 | | |
| Equuipment Rental/Lease | 52171 | | |
| Maintenance Property/Bldgs. | 52176 | | |
| Maintenance Service--Contract | 52178 | | |
| Maintenance Equipment/Vehicles | 52180 | | |
| Professional Services | 52185 | | |
| Miscellanous | 52220 | | |
| Office Supplies | 53100 | | |
| Maintenance Supplies | 53101 | | |
| ***PUBLIC SERVICES SUPPLIES*** | 53105 | | |
| Capital Outlay--Furniture & Fixtures | 54414 | | |
| Capital Outlay--Equipment | 54422 | | |
| Transportation, Mileage | 54100 | | |
| Lodging | 54101 | | |
| Meals | 54102 | | |
| Registration | 54103 | | |
| Per Diem | 54104 | | |
| Total Expense | | | |
| Projected Excess of Revenue | | | |

*Reflects amount applied for through grants from Louisiana Department of Culture, Recreation, and Tourism. Although Total Projected Revenue reflects inclusion of this dollar amount, Total Funds Available does not.

Media research and negotiation of media placement rates are valuable services provided by advertising agencies and marketing firms to entities that promote their products through advertising. The LOT cooperative advertising program cuts out the advertising agencies (and their hourly rates and/or media commissions) and allows the local CVBs to purchase the pre-negotiated, pre-selected media offered through the state's non-profit travel association, as well as approved media outside the LTPA marketing plans.

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.

The 2009-2010 cooperative advertising programs proved to be an effective and efficient use of public funds. It is more efficient for the state LOT to encourage local CVBs to advertise their own tourism product (which is part of the state's "tourism product") and then provide a 50% 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.

Based on that success and due to the availability of funds, the LOT allowed CVBs to apply to continue participating in this program through fiscal year 2011. The Contractor was awarded the opportunity to participate in this program for FY 2011. This amendment is intended to continue the Contractor's participation in the program through fiscal year 2011.

**Amendment becomes effective: July 1, 2010**

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this amendment is signed and entered into on the dates indicated below:

John Crook, President
Vernon Parish Tourism Commission

9-9-10
Date

Jim Hutchinson, Assistant Secretary
Louisiana Office of Tourism

8/30/10
Date

Pam Breaux, Secretary
Department of Culture, Recreation and Tourism

9-1-10
Date

APPROVED
Office of the Governor
Office of Contractual Review

OCT 19 2010

Sandra G. Gillen
DIRECTOR

267-900564

DCRT-OT-09-73
CFMS# 675347

# Cooperative Endeavor Agreement

**THIS COOPERATIVE ENDEAVOR 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 Vernon Parish Tourism Commission, a political subdivision of the state of Louisiana, domiciled and having its principal business address at P.O. Box 349, Leesville, LA 71496, 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***, the Louisiana Travel Promotion Association (LTPA) is a non-profit, private sector tourism association representing Louisiana's travel and hospitality industry; and

***WHEREAS***, the LTPA creates, coordinates, and offers the tourism industry cooperative programs, including consumer and trade advertising and promotions and the opportunity to utilize its marketing expertise; and

***WHEREAS***, the LTPA has created a 2009 Marketing Plan, which offers lower rates than buying directly through the publications on print and web advertising for over fifty publications and media outlets and also includes buy in opportunities for participation in trade and consumer shows; and

***WHEREAS***, the LTPA will receive a percentage of the cost of the media purchased by the Contractor, 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 Contractor and the State; and

***WHEREAS***, at this time, there is no other entity that offers a comprehensive marketing plan 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 calendar year 2009 and as described in greater detail below, the State will reimburse the Contractor up to 50% of the Contractor's cost of purchasing media, pre-selected by the State, through the LTPA 2009 Marketing Program, up to a maximum amount of $9,990.00; and + 9967.00 = 19,957

***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 proposed cooperative advertising program is proportionate to obligations to be undertaken by the State, which obligations benefit the Louisiana economy and tourism industry and 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 in greater detail in the attached Exhibit A which is incorporated herein by reference, the State agrees to remit to the Contractor payment in the amount of 50% of the cost incurred for purchasing media pre-selected by the State, up to a maximum amount of $9,990.00, subject to the following terms and conditions:
19957

A. The State will provide the Contractor with the eligible programs within the 2009 LTPA Marketing Plan
B. The Contractor must purchase the media by or before October 31, 2009. The media must run by or before December 31, 2009.
C. To receive a 50% reimbursement for the cost of the media placement, the Contractor shall submit to the State:
    a. A copy of the Contractor's invoice for the media placement
    b. An original invoice from the Contractor to the State for one-half of the cost of the media placement.
    c. An original tear sheet of the advertisement (be sure to include the name and date of the publication)
    d. A copy of this signed Cooperative Endeavor Agreement

**Monitoring Plan**

**Jesse Lambert, Director of Consolidated Marketing, Louisiana Office of Tourism,** or her supervisor or successor to this position will assure that the requirements are met and that services contracted for and agreed upon are rendered complete.

**Payment Terms**

In consideration of the services described above and upon receipt of the deliverables and fulfillment of all requirements set forth herein, the State agrees to reimburse the Contractor for 50% of the cost of purchasing media up to a maximum amount of Nine Thousand Nine Hundred Ninety Dollars (~~$9,990.00~~). Payments shall be made upon receipt of these invoices. Invoices and all supporting documentation must be received by the State no later than February 28, 2010. 19,950

**Tax**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this agreement, identified under federal tax identification number 721518646.

**Contractual Review Approval**

This Contract is not effective until approved by the Director of the Office of Contractual Review in accordance with the LA. R. S. 39:1502. 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 contract 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 contract; 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 contract. All records, reports, documents, or other materials related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted 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 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 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 the Contract.

**Fiscal Funding Clause**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the Legislature. 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 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 Contract, the Contract 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 **December 1, 2008,** and shall terminate on **February 28, 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 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.

Further, the State shall indemnify and hold harmless the Contractor against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work of the State, its agents, servants, or employees while engaged upon or in connection with services required or performed by the State hereunder.

APPROVED
Office of the Governor
Office of Contractual Review
MAR 1 8 2009

DIRECTOR

**THUS DONE AND SIGNED** at Leesville, Louisiana on the 2 day of ~~January~~, 2009.
Feb.

**Vernon Parish Tourism Commission**

**WITNESSES:**

**John Crook**
**President**

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the 20 day of January, 2009.

**Louisiana Office of Tourism**

**WITNESSES:**

**Jack Warner, Deputy Assistant Secretary**

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the 20 day of-January, 2009.

**Dept. of Culture, Recreation & Tourism**

**WITNESSES:**

**Pam Breaux, Secretary**

**Exhibit A**

**Agency Name:** Office of Tourism

**Contracting Party:** Vernon Parish Tourism Commission

**Contract Monitor:** Jesse Lambert

**Detailed Goals and Objectives:**
The Office of Tourism will supplement the Contractor's purchase of targeted, pre-selected media outlined in the 2009 Louisiana Travel Promotion Association Marketing Plan to promote and market the region's tourism resources. The goals of this partnership are to encourage local tourism entities to promote their local tourism industry in concert with State efforts and at a discounted rate; to leverage the State's marketing dollars for tourism; to increase awareness of local and state tourism destinations and attractions; to increase awareness of the state and its many local destinations among likely travelers; to increase the number of tourists at the state and local levels; and to increase the economic impact of tourism on state and local economy.

**Deliverables:**

- The Contractor will deliver the invoices and tear sheets and other supporting documentation described in the Agreement, Part 2
- The State will deliver the reimbursement payments as described in the Agreement, Part 3 "Payment Terms."

**Performance measures:**
Performance measures will include the results derived from the marketing efforts to include: 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:** Jesse Lambert

**Monitoring Plan**:

- Contract Monitor will work with the Contractor to ensure its understanding of the State's requirements so that the Contracting Party can participate in this 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

**Final Utility of Services:**
This cooperative agreement complies 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.