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
Houma Area CVB	CEA	$19,875.00
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	
	~	

Please attach email submission/documentation.

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

DCRT-OT-10-65
CFMS 689539

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 Houma Area Convention and Visitors Bureau, a political subdivision of the state of Louisiana, domiciled and having its principal business address at P.O. Box 2972, Houma, LA, 70361, 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 2010 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 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 2010 Marketing Program, up to a maximum amount of $19,875.00; 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 proposed cooperative advertising 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 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 $19,875.00, subject to the following terms and conditions:

A. The State will provide the Contractor with the eligible programs within the 2010 LTPA Marketing Plan.
B. The Contractor must purchase the media by or before October 31, 2010. The media must run by or before December 31, 2010.
C. To receive a 50% reimbursement for the cost of the media placement, the Contractor shall submit to the State:
    1. A copy of the Contractor's invoice for the media placement
    2. An original invoice from the Contractor to the State for one-half of the cost of the media placement.
    3. An original tear sheet of the advertisement, which includes the name and date of the publication.
    4. A copy of this signed Cooperative Endeavor Agreement

Monitoring Plan

Misty Velasquez, Director of Programs and Services, 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 $19,875.00. Payments shall be made upon receipt of these invoices. Invoices and all supporting documents for media purchased and placed before June 30, 2010, must be received by the state no later than July 6, 2010. Invoices and all supporting documentation for media purchased and placed on or between July 1, 2010 and December 30, 2010 must be received by the State no later than February 28, 2011.

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 720872641.

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 **January 1, 2010,** and shall terminate on **February 28, 2011.**

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 Baton Rouge Louisiana on the 18 day of March 2010

Houma Area Convention & Visitors Bureau

WITNESSES:

Lindsey Schmitt

Karen Lirette

Sharon Alford

Sharon Alford
Executive Director

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 17 day of March 2010.

Louisiana Office of Tourism

WITNESSES:

Marlene Curren

Lindsey Schmitt

Jim Hutchison, Assistant Secretary

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 23rd day of March 2010

Dept. of Culture, Recreation & Tourism

WITNESSES:

Pam Breaux, Secretary

APPROVED
Office of the Governor
Office of Contractual Review

APR 28 2010

Sandra B. Gillen
DIRECTOR

Exhibit A

Agency Name: Louisiana Office of Tourism

Contracting Party: Houma Area Convention & Visitors Bureau

Contract Monitor: Misty Velasquez

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 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 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 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 plan were negotiated by LTPA and, therefore reflect discounts below published rates for placing media in the selected outlets.

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 directly through the state's non-profit travel association.

There is no other entity that offers the Louisiana tourism entities such a media plan. 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 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 CVBs 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, tear sheets and other supporting documentation described in the Scope of Services, Item C.
- The State will remit reimbursement payments upon submission of documentation of incurred advertising purchases as described in the "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: Misty Velasquez

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 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:
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.

Houma Area Convention and Visitors Bureau
2010 Proposed Budget

Beginning Cash Balance	2009	2010
Cash on Hand/Ongoing Projects	$ 600,000	650,000
Revenue		
Hotel/Motel Occupancy Tax	$ 750,000	600,000
State Sales Tax	$ 400,000	400,000
Interest Income	$ 25,000	6,000
Grant Monies	$ 20,000	51,360
Other		3,920
Total Revenue	$1,215,000	1,061,280
Expenses		
Automobile Operation and Maintenance		
Gas and Maintenance	$ 13,000	10,000
Insurance	$ 12,000	8,500
Lease Payments	$ 11,880	11,880
Bank Charges	800	750
Building		
Alarm Monitoring	$ 120	240
Communications	$ 10,000	13,000
Improvements	$ 5,000	5,000
Repairs & Maintenance		
Janitorial	$ 4,500	5,000
Lawn Maintenance	$ 15,000	9,000
Maintenance	$ 45,000	20,000
Pest Control	$ 850	800
Utilities	$ 11,000	8,000
Capitol Expenses	$ 75,000	35,000
Collection Fee (2.5% of Hotel/Motel Tax)		
TPCG	$ 18,750	15,000
Computer		
Maintenance and Monitoring	$ 25,000	20,000
Equipment	$ 10,000	7,500
Software Hosting Fee	$ 2,400	4,000
Dues and Subscriptions	$ 23,000	20,000
Houma Terrebonne Civic Center (1% Hotel/Motel Tax)	$ 187,500	150,000
General Insurance		
Building and General Liability	$ 12,000	9,000
Bonding	$ 200	200
Flood	$ 1,000	800
Marketing		
Advertising/Publications	$ 240,000	170,000
Billboards	$ 18,000	19,000

Brochure Distribution	$	10,000	6,500
Brochures	$	60,000	40,000
Direct Mail Lists	$	5,000	10,000
Display Equipment	$	8,000	6,000
Internet	$	60,000	70,000
Photography	$	25,000	10,000
Television Ads	$	85,000	30,000
Meetings Marketing			
Marketing Pubs	$	45,000	35,000
Miscellaneous Expenses	$	5,000	5,000
Office Supplies	$	15,000	10,000
Personal Services			
Salaries	$	260,000	260,000
Payroll Taxes	$	17,000	20,000
Insurance – Group Medical	$	38,000	55,000
Insurance – Worker's Comp	$	2,500	2,500
Deferred Compensation	$	18,000	18,000
Postage and Shipping	$	12,000	14,000
Property Loan	$	30,500	30,000
Professional Consultants			80,000
Professional Services	$	22,000	15,000
Public Relations Expenses			
Media Services	$	10,000	10,000
Publication	$	8,000	6,000
Travel Writer Expenses	$	25,000	10,000
Publication Printing	$	2,000	1,500
Repairs and Maintenance			
Equipment Repairs and Rental	$	11,000	8,000
Sales Expenses			
Conventions/Trade Shows	$	55,000	35,000
Meeting Sales Collateral	$	30,000	6,000
Promotional Items	$	20,000	20,000
Sales Missions/Expenses	$	60,000	70,000
Signage			50,000
Storage Rental	$	2,500	2,500
Tourism Development Cooperatives			
Marketing College Sponsorships		6,000	6,000
Product Development		50,000	100,000
Sponsorships	$	50,000	100,000
Training and Industry Meetings			
Industry Training	$	10,000	20,000
Meetings/Prof Development	$	6,000	6,000
Total Expenses	$	1,805,500	1,704,670
Total Available Operating Funds	$	1,815,000	1,711,280
Minus Total Expenses	$	1,805,500	1,710,670
Ending Fund Balance	$	9,500	610