

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

Agency/Program: Office of Tourism/Marketing

Recipient: Lafayette Convention and Visitors Commission

- 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

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include budget worksheet? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include anticipated uses? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include estimated duration of the project? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include goals, objectives, and measures of performance? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement indicate requirement of written progress report every six (6) months? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been approved by the appointing authority? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor? |

Signatures: *Janice LeBeau*
Contract Monitor

02/09/2011
Date

[Signature]
Appointing Authority

02/09/2011
Date

CONTRACT FISCAL INFORMATION SHEET

PLEASE COMPLETE THIS FORM AND ATTACH TO CONTRACT WHEN IT IS TIME TO ROUTE CONTRACT FOR APPROVALS AND SIGNATURES.

CONTRACTOR'S NAME: **Lafayette Parish Convention & Visitors Commission**

CONTRACTOR'S ADDRESS: **1400 Northwest Evangeline Thruway
Lafayette, Louisiana 70501**

CONTRACTOR'S FEDERAL ID#: **72-6089318**

SOCIAL SECURITY #: _____

CONTRACTOR'S CONTACT PERSON: **Gerald Breaux, Executive Director**

CONTRACTOR'S TELEPHONE: **(337) 232-3737**

EMAIL ADDRESS: **gerald@lafayettetravel.com**

CONTRACT AMOUNT: **\$15,000.00**

CONTRACT PERIOD: **From: 7/1/2010 to: 06/30/2011**

FUNDING AGENCY: **Office of Tourism**

SOURCE OF FUNDS:	State: _____	Percent
	State: _____	Percent
	Federal _____	Percent
	Self-generated <u>100</u>	Percent

Organ. 6786 Object 3460 Sub Object BP Reporting Cat. 7113
Organ. _____ Object _____ Sub Object _____ Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

Contractor shall use these funds to supplement production cost associated with the "2010 Festivals Acadiens et Creole" scheduled to be held October 8-10, 2010 in Girard Park, Lafayette and the premiere of "Secretariat," a Disney movie that was filmed in part at locations in and near Lafayette, Louisiana. The events will mitigate negative concerns and bring positive media attention to Louisiana giving notice to the public include media, tourist and business travelers that the State of Louisiana is still open for business, the seafood is as good as ever (which will be served at both events) and Louisiana is still a unique and desirable travel destination event after the hurricanes and the BP Deepwater Horizon oil spill.

CHECK OFF IF APPLICABLE TO THE CONTRACTOR AND **PROVIDE THE NECESSARY DOCUMENTATION:**

CORPORATIONS:

_____ **Nonprofit Corporation**
(Requires Board Resolution of Authority)

_____ **Profit Corporation**
(Requires Board Resolution of Authority and Disclosure of Ownership)

_____ **Limited Liability Corporation**

_____ **Out of State Corporation**
(Requires Certificate of Authority to do business in Louisiana and requires agency justification)

 X **Municipality, State (City Convention and Visitors Bureau)**

_____ **Sole Proprietor**
(Requires statement written on company letterhead/stationary stating that the person is indeed the sole owner and as such has the authority to sign on behalf of the company)

_____ **Out of State Contractor**
(Requires agency justification)

_____ **Contractor is a Consultant**
(Requires resume if contracting with individual or sole proprietor of a company)

_____ **Advance Payment**
(Requires justification from contractor and agency approval)

_____ **Multiyear Contract**
(Requires agency justification)

_____ **RFP Contract**

STAFF PERSON TO MONITOR CONTRACT: Janis LeBourgeois

Cc: Josh McDaniels, Budget Manager

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "State" or "LOT," and the Lafayette Convention and Visitors Commission, 1400 Northwest Evangeline Thruway, Lafayette, Louisiana 70501 (Post Office Box 52066, 70505), 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, in accordance with RS 51:1254, the Louisiana 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 scenic resources, transportation, cuisine, sites, attractions, accommodations, and events and is also mandated to assist local government and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La. R. S. 33:4574, the Lafayette Convention and Visitors Commission, operating under the governing authority of the parish, is authorized to do all things necessary for the promotion, advertisement and publication of information relating to tourist attractions within its jurisdiction; 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, effective public initiatives, the State desires to cooperate with the Contractor by providing supplemental funding to assist with the implementation of two major events to be held in Lafayette; the Festivals Acadiens et Creoles, considered the largest Cajun festival in the United States, scheduled October 8-10, 2010 and the premiere of "Secretariat" held October 7, 2010, to preview the highly publicized Disney production that was filmed in part in Lafayette and the surrounding area and based upon the non-fiction book "Secretariat," the story of the 1973 Triple Crown winner and his owner; and

WHEREAS, the Lafayette Convention and Visitors Commission is also supporting Festivals Acadiens et Creoles because of the event's economic impact on the area, and because of its longevity and popularity since 1972. Festival Acadiens, is recognized as the largest annual Cajun and Creole culture celebration in the United States, and is scheduled to be held October 8-10, 2010 in Girard Park in Lafayette, Louisiana. The event will include music on three stages, dancing, Cajun cuisine, cooking demonstrations, arts and crafts, and games that attract diverse participants of many different nationalities and cultures around the world. Festival Acadiens et Creoles represents a combination of various festival events to include Festivals Acadiens; Festival de Musique Acadienne; Bayou Food Festival and Louisiana Craft Fair; and

WHEREAS, under RS 51:938.1, the Office of Entertainment Industry Development is mandated to establish a partnership with the Department of Culture, Recreation and Tourism that provides for collaborations to advance, through strategic initiatives, the Louisiana cultural economy. Although this partnership has not fully developed, such opportunities as the premiere of "Secretariat" serve to open doors for further developments; and

WHEREAS, in accordance with RS 47:6007, a motion picture investor tax credit was initiated to encourage development in Louisiana of a strong capital and infrastructure base for motion picture production in order to achieve an independent self-supporting industry, which short term objectives include 1) attracting private investment for the production of motion pictures in Louisiana 2) development of a tax and capital infrastructure to encourage private investment, and 3) encouraging investment in multiple state-certified production. Long term objectives include encouraging increased employment opportunities within the film industry 1) to increase global competitiveness and 2) to encourage new education curricula in order to provide a labor force trained in all aspects of film and digital production; and

WHEREAS, Louisiana currently offers 30% transferrable incentive for total in-state expenditures related to the production of a motion picture and an additional 5% labor incentive on the payroll of Louisiana residents that are employed by a state certified motion picture production company. Since 2006 Louisiana has produced more than 300 motion pictures in a variety of genres, including major and independent feature films, television series, commercials and documentaries, which is tremendous in attracting new travelers to our state to participate in this growing industry; and

WHEREAS, the public purpose of this endeavor is to support events that will assist the State in maintaining awareness and a positive image as a unique and desirable travel destination, proportionate to obligations undertaken by the State. Both events serve to increase visitor travel in the state and are expected to draw public attention and increase revenue in the State.

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

SCOPE OF SERVICES

Contractor hereby agrees to furnish the following services as provided herein and in greater detail in Exhibit A, which is by this reference incorporated herein:

Contractor shall use funding to supplement the cost associated with producing and publicizing the two events: the "Festival Acadiens et Creoles", scheduled to be held October 8-10, 2010 in Girard Park in Lafayette, Louisiana and the premiere of "Secretariat" a Disney movie filmed in locations within Lafayette, Louisiana and the surrounding area.

Deliverables

Contractor shall:

1. Recognize the State as a supporting sponsor of the events by prominently inserting the **LouisianaTravel.com** logo banner ad, hyperlinked to the www.LouisianaTravel.com website, on the Contractor's official website, www.LafayetteTravel.com. Banner ad with hyperlink shall remain during the full term of the agreement and shall remain through **June 30, 2011** and may remain beyond.
2. Upon conclusion of both events, Contractor agrees to submit an original invoice and **Final Report** of each individual event, which shall include but is not limited to details of both events and associated activities. Contractor agrees to submit documentation necessary to support the reimbursement request for incurred expenses in compliance with the terms of the agreement including copies of invoices, expense logs, check transactions, signed agreements, signed work orders and other appropriate supporting documentation or records that support expenses, as well as other items of proof relating to the events such as programs, agendas and/or itineraries. The Contractor shall provide the estimated number in attendance for each

event, a list of prominent attendees at the premiere of "Secretariat", articles written regarding both events, the publicity that the area received as a result of the events, list any potential collaborative that may be developing as a result of the events, provide the estimated economic impact on the area, and summarize the effectiveness of each event as it relates to the specific goals, objectives and performance measures outlined in this agreement. Contractor agrees to submit the **Final Report of events by March 31, 2011.**

PAYMENT TERMS

In consideration of the services described above, the State hereby agrees to reimburse the Contractor in an amount not to exceed **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)**. Travel and other expenses for the event constitute part of the total maximum payable, therefore are not reimbursable under the terms of this agreement. Payment will be made only on approval of Janis LeBourgeois, her designee, supervisor, and/or successor.

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

Upon completion of the events, Contractor shall submit an original invoice in an amount not to exceed **Fifteen Thousand Dollars (\$15,000.00)**, accompanied by the Final Report. All billable expenses shall be in compliance with the attached budget, **Exhibit B**. All services and deliverables, including the invoice accompanied by supporting documentation for expenses and the **Final Report**, must be received by the State no later than **March 31, 2011.**

Payment is also contingent upon the approval of this agreement by the director of the Louisiana Division of Administration, Office of Contractual Review and the availability of funds.

If it is found 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.

If it is determined by the Contract Monitor or by an audit that state funds were expended on non-reimbursable expenses, recipient will be required to repay the state in accordance with the State's terms.

Contractor is notified 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 an 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 transferring 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 "State" or "LOT" 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 "State" or "LOT" 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 "State" or "LOT" is below the amount for which an audit is required under R.S. 24:513, the "State" or "LOT" shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The "State" or "LOT" 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

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be Contractor's obligation and identified under Federal tax identification number 72-6089318.

TERMINATION FOR CAUSE

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the agreement; provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contractor in default and the agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under 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

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

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at Contractor's expense at termination or expiration of this contract.

ASSIGNMENT

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to 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 RS 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 Contractor that relate to this contract.

FISCAL FUNDING CLAUSE

The continuation of this contract is contingent upon the legislative appropriation of funds to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

TERM OF CONTRACT

This contract shall begin on **July 1, 2010** and shall terminate on **June 30, 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, 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 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.

AMENDMENTS IN WRITING

Except as otherwise provided herein, 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 Office of Contractual Review, of the Louisiana Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 8th day of Feb. 2011

WITNESSES:

Amie B. R.
Linda Smith

Department of Culture, Recreation, & Tourism

Charles R. Davis
Charles R. Davis, Deputy Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 20th day of January 2011.

WITNESSES:

Jamie L. Saenger
Jamie L. Saenger

Office of Tourism

Jim Hutchinson
Jim Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT Lafayette, Louisiana on 14th day of Feb 2011.

WITNESSES:

Jessie Dubon
Nancy L. Napier

Lafayette Convention and Visitors Commission

Gerald Breau
Gerald Breau, Executive Director

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Lafayette Convention and Visitors Commission
Contract Monitor: Janis LeBourgeois

Brief Description of Services: Contractor shall use funding to supplement production costs associated with the "2010 Festivals Acadiens et Creoles" scheduled to be held October 8-10, 2010 in Girard Park, Lafayette, Louisiana and the premiere of "Secretariat," a Disney movie that was filmed in part at locations in and near Lafayette, Louisiana.

Detailed Goals and Objectives: The tourism goal of this endeavor is to utilize the two events as opportunities to increase the visibility of Lafayette and the state of Louisiana as a unique and desirable travel destination and to support the development of the film industry in the State. The objective is to increase travel to the state and promotion of the film industry, resulting in increased tax revenue to benefit the overall business economy of the state.

Deliverables: Deliverables include 1) the successful production of "Festivals Acadiens et Creoles 2) copies of articles that validate publicity related the premiere of "Secretariat" with opportunities to promote Lafayette and the state as potential sites for future film productions; 3) proof of prominent recognition of the State as supporting sponsor by placing the banner ad and link to LouisianaTravel.com; and 4) the Final Report of activities and invoice with supporting documentation for expenses to be submitted at the conclusion of these two events as detailed in the Scope of Services.

Performance Measures: Contractor's performance will be measured by the amount of publicity received for both events, prominent attendees at the premier, number of attendees and participants in the events, the economic impact on Lafayette and the state, and by the Contractor's ability to adhere to the terms of this agreement, particularly regarding recognition of the State as a sponsor of these events and activities.

Monitoring Plan: Contractor's performance will be monitored and evaluated to ensure compliance with all terms of the agreement in the following manner:

- Contractor will be required to submit a Final Report providing details of the event and a description of the effectiveness of these endeavors regarding the stated goal, objective and performance measures.
- The Contract Monitor will review and verify the details of the Final Report regarding the events to confirm that services were provided in accordance with the terms of the agreement prior to authorizing the release of payment for any invoice submitted.
- Contract monitor will also complete and submit a performance evaluation to the DCRT, Office of Management and Finance within 45 days of the termination or expiration of this agreement.

Utility of Final Product: The Contractor will support the State's marketing efforts to promote the state, its culture and tourism, and create awareness of Louisiana as a fun, family travel destination and desirable film destination that will encourage increased visitation and increased visitor spending in Louisiana. The mission of the agency is to invite potential tourists to visit Louisiana and to return to the state for future visitations while promoting and assisting the expansion of tourism and the tourism industry.

**Exhibit B
EVENT BUDGET**

Name of Contractor: Lafayette Convention and Visitors Commission

Name of Event: Festivals Acadiens et Creoles & Premiere of "Secretariat"

<u>Sources of Revenue</u>	<u>Amounts</u>
Louisiana Office of Tourism Sponsorship	\$15,000.00
Lafayette Parish Convention and Visitors Bureau	<u>\$18,445.00</u>
Total Expected Revenue	\$33,445.00

Anticipated Use of Funds

<u>Expense Categories</u>	<u>Total Cost</u>	<u>LOT</u>
Premier of Secretariat		
Printing:		
Sir Speedy, (invitations)	\$ 40.00	\$ 40.00
LEDA (invitation envelopes)	\$ 13.99	\$ 13.99
Supplies:		
iMonelli (Catering)	\$ 6,000.00	\$ 6,000.00
Party Central (Tables)	\$ 4,000.00	\$ 4,000.00
Roddie Romero (Band) flowers for tables)	\$ 500.00	\$ 500.00
Szawacki (Flowers for tables)	<u>\$ 62.59</u>	<u>\$ 62.59</u>
Total anticipated expenses	\$10,616.58	\$10,616.58
 Festivals Acadiens et Creole		
Supplies:		
Party Central (Tables)	<u>\$ 4,383.42</u>	<u>\$ 4,383.42</u>
Total anticipated expenses	\$ 4,383.42	\$ 4,383.42
 Other Charges	 \$18,445.00	 \$
Total Anticipated Expenditures	<u>\$33,445.00</u>	<u>\$15,000.00</u>