

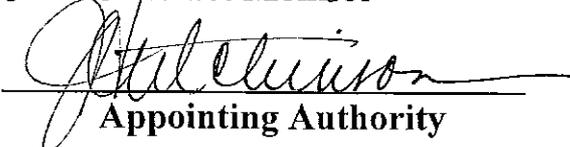
**Office of Lt. Governor/
Department of Culture, Recreation & Tourism
Funding Agreement Checklist**

Agency/Program: DCRT/Office of Tourism, Marketing

Recipient: Lafayette Convention & 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:	 Contract Monitor	<u>12/01/10</u> Date
	 Appointing Authority	<u>12/01/10</u> 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 and 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: 09/01/2010 to: 01/31/2011**

FUNDING AGENCY: **Office of Tourism**

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

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

BRIEF DESCRIPTION OF SERVICES:

The contractor shall use this funding to promote tourism in the State in a manner designed to alleviate or mitigate concerns resulting from the Deepwater Horizon Oil Rig in the Gulf of Mexico on April 20, 2010 and the resulting oil spill (the "Event"). 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
LAFAYETTE PARISH CONVENTION AND VISITORS 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 Lafayette Parish Convention and Visitors Commission, 1400 Northwest Evangeline Thruway, Lafayette, Louisiana 70501, 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 scenic 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 Lafayette Parish Convention and Visitors 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 Assistant 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 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 specific that the BP grant shall be used by DCRT to promote tourism in the State in a manner designed to alleviate or mitigate concerns result 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 affect by the Event; and

1.6 WHEREAS, the Event has negatively impacted public perceptions of 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 Department of Culture, Recreation and Tourism and the Lafayette Parish Convention and Visitors Commission have collaborated in the creation, production and promotion of “GEAUX with Gulf Seafood” Event, 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, “GEAUX with Gulf Seafood” will promote (1) the quality, safety, and availability of Louisiana seafood as a part of a larger, comprehensive effort to generated 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 hosting of the State of Louisiana & Festivals Acadiens et Creoles Tailgate Tent on October 8, 2010 at Cajun Field prior to the University of Louisiana versus Oklahoma State football game; 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 Lafayette, which is situated within 40 miles of 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 of 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 “GEAUX with Gulf Seafood” Event 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 the Louisiana Coastal region 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 THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

2.1 Contractor shall produce and promote the “GEAUX with Gulf Seafood” Event, the State of Louisiana and Festivals Acadiens et Creoles Tailgate Tent, hosting VIP’s from Oklahoma State and the University of Louisiana, ESPN Talent and Production Team, Oklahoma and Lafayette Media, Festival Acadiens officials and invited guests and city officials on October 8, 2010 at the University of Louisiana Cajun Field prior to University of Louisiana and University of Oklahoma football game 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 "GEAUX with Gulf Seafood", the State of Louisiana and Festivals Acadiens et Creoles Tailgate Tent.
- 3) Handle all registrations to enter the "GEAUX with Gulf Seafood" event and activities.
- 4) Ensure complete fiscal accountability to the State for funds used to produce and host "GEAUX with Gulf Seafood".
- 5) Handle planning, organizing and management responsibilities for 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 should this request be made.
- 7) Ensure the insertion of a **LouisianaTravel.com** logo as a banner ad with hyperlink to promote the State's official tourism website **www.LouisianaTravel.com** to public audiences from any Lafayette Parish websites and encourage other neighboring municipality websites that are used to promote the event to do the same in order to promote Louisiana tourism.
- 8) Provide the State with the list of sponsors, media and other partners including the organization name, contact person, phone number, email and address in order to have the ability to correspond with participants and supporters.
- 9) Contractor shall recognize the Louisiana Office of the 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** 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 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 **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)**. Travel and

other expenses for the event are not reimbursable under the terms of this agreement, therefore will not be paid or reimbursed. Payment will be made only on approval of the State's Contractor Monitor, Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor, and/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 payment of Fifteen Thousand Dollars (\$15,000.00). 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 include 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 the 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 an 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 72-6089318.

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 the Contract at any time by giving thirty (30) days written notice to the Contractor. Upon receipt of notice, the Contractor unless the notice directs otherwise, shall immediately discontinue work and the placement 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 contract.

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.

AUDITOR'S CLAUSE

9.1 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 Contractor that relate to this agreement.

9.2 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

10.1 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

11.1 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.

TERMS OF CONTRACT

12.1 This agreement shall begin on **September 1, 2010** and shall terminate on **January 31, 2011**.

DISCRIMINATION CLAUSE

13.1 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 Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title XI 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

14.1 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.

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

WITNESSES:

Louisiana Department of Culture, Recreation, & Tourism

Ann Dweisman

Pam Breaux

Pam Breaux, Secretary

Marlene Curcio

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 17th day of November 2010.

WITNESSES:

DCRT, Office of Tourism

[Signature]

Jim Hutchinson

Jim Hutchinson, Assistant Secretary

Jane L. Bengoni

THUS DONE AND SIGNED AT Lafayette, Louisiana on 1st day of Dec 2010.

WITNESSES:

Lafayette Parish Convention & Visitors Commission

Jessica Dubon

Gerald Breau

Gerald Breau, Executive Director

Danise West

ATTACHMENT A

Agency Name: Office of Tourism
Contractor's Name: Lafayette Parish Convention and Visitors Commission
Contract Monitor: Jack Warner

Goals: To support an event that will promote 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.

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

Performance Measures: Contractor's performance will be measured by the media attention drawn to the State and "GEAUX with Gulf Seafood" Event. Performance will also be measured by the number of 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:

Contractor 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 of 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 "GEAUX with Gulf Seafood" Event. 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.

ATTACHMENT B

Project Budget (2010-11)

Lafayette Parish Convention and Visitors Commission

“GEAUX with Gulf Seafood”

Anticipated Income or Revenue

<u>Sources</u> <i>(list all sources of revenue)</i>	<u>Amounts</u>
DCRT, Tourism	\$15,000.00
<u>In-Kind Donations (Administrative & Catering Services)</u>	<u>\$ 6,000.00</u>
Total Anticipated Revenue	\$21,000.00

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of State Appropriation</u>
<i>Please provide a comprehensive budget for the entire project. Note: this is a sample format; therefore budget line item categories may be modified based on actual expectations.</i>		
Operating Services		
Advertising/Marketing/Publicity	\$2,589.00	\$2,589.00
Beverage, Food and Miscellaneous Serving Costs	\$8,691.34	\$8,691.34
Entertainment, Artist, Band, Sound Services, etc.	\$1,000.00	\$1,000.00
In-kind, equipment, administrative services and set-up	\$6,000.00	\$
Rentals	\$2,719.66	\$2,719.66
Security	\$	\$
Total Anticipated Expenditures	\$21,000	\$15,000.00

(Budget categories listed above reflect a typical budget and may be adjusted by the State and/or recipient to reflect actual categories necessary for each individual project or program.