

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF SABINE

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the “State,” and the Sabine Parish Tourist and Recreation Commission whose domicile is 1601 Texas Highway, Many, Louisiana 71449; 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 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, site, attractions, accommodations, and events and the Office of Tourism is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La. R.S. 51:1255, the Office of Tourism is mandated to cooperate with all governmental agencies, tourists, promotion agencies, private industry, and private nonprofit associations and organizations in promotion, advertising, and publicity of the state, including cooperative advertising, formation of local promotion groups, and other activities necessary and proper to promote and assist in the expansion of tourism and the tourism industry in Louisiana; and

WHEREAS, in accordance with La. R.S. 33:4574, the Sabine Parish Tourist and Recreation Commission is a political subdivision of Louisiana, authorized and empowered to expand and increase the economic impact of tourism in Sabine Parish; and

WHEREAS, the State desires to support the Sabine Parish Tourist and Recreation Commission in efforts to successfully plan, coordinate, promote and implement all activities to carry out the **2014 Bassmaster Elite Series Tournament** to be held **Thursday through Sunday, May 1 - 4, 2014**, on the **Toledo Bend Reservoir at Cypress Bend Park located in the town of Many and parish of Sabine (“Event”)**. The Event is considered an economic driver for businesses located in Sabine Parish and the surrounding areas; and

WHEREAS, Bass Anglers Sportsman Society (BASS), has a membership of approximately 550,000 and is responsible for organizing Bassmaster Elite Series Tournaments on a nationwide level. The tournaments receive national coverage on ESPN2 and ESPN Classic. The Event coverage is broadcast during the Event, and reruns approximately seven times across several multimedia platforms, reaching approximately 10 million viewers. The media coverage provides an excellent opportunity to showcase Louisiana as a nature-based tourism destination; and

WHEREAS, the Bassmaster website receives approximately five (5) million monthly views, of which, approximately 521,000 are considered unique (first-time) viewers. Fans and followers of Bassmaster

events are able to follow daily launches and weigh-ins by logging on to Bassmaster.com, which provides extensive hourly coverage online. Bassmaster Magazine reports a monthly circulation of approximately 519,018 and a monthly readership of approximately 40 million, which provides added public exposure; and

WHEREAS, the historic Toledo Bend Reservoir, located along the Louisiana and Texas boarder is regarded as some of the best bass fishing area in the country. Bassmaster selected the location in 2011 and in 2012 for tournament events, and has chosen the area again for a 2014 Bassmaster Elite Series Tournament. Bassmaster events are considered the most significant events held on the Toledo Bend Reservoir due to the amount of press/media coverage that is provided. The 2011 and 2012 combined events generated approximately 167 articles that were written for magazine publications and website media; and

WHEREAS, attendance for the 2012 Event was reported at 16,650 (an increase from 5,000 in 2011); which generated approximately 7,542 room nights to include cabins, and single accommodations and approximately 1800 recreational vehicle pads were rented on the Louisiana side of Toledo Bend, with overflows going to the Texas side. All rooms at hotels and motels located within forty-five miles east of Natchitoches, Louisiana are generally occupied during the four-day Event; and

WHEREAS, the State's objectives are to 1) provide support to the Contractor to host the Event, 2) to use the publicity generated by media coverage to attract visitors to Louisiana, and 3) to work in collaboration with various public and private entities and/or organizations to ensure that the 2014 Bassmaster Elite Series Tournament is a success to generate future events; and

WHEREAS, the public benefit of this endeavor is to promote nature-based tourism and recreation activities that are associated with the fishing industry of Louisiana. This endeavor will assist the State in maintaining awareness and promoting a positive image of Louisiana as a unique and desirable travel destination. The State has a demonstrable, objective, and reasonable expectation that the public benefit will be proportionate to the obligations undertaken by the State. Louisiana's economy and tourism industry will benefit from this endeavor.

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

Scope of Services

As provided herein and in additional detail in **Exhibits A-C** which by this reference is incorporated herein, Contractor shall utilize funds to supplement costs for the Event Sponsorship Fee (Rights Fee) as noted in Exhibit B, a requirement necessary to host the **2014 Bassmaster Elite Series Tournament** in Louisiana.

Contractor shall:

- a) Work with BASS to promote the Event through advertising, media coverage, and other publicity to attract public attention and to encourage the interest of professional anglers from across the state, region, country, and world.
- b) Ensure that the State is acknowledged for its support as a prominent sponsor of the Event by ensuring the insertion of the State's official tourism logo "**Louisiana Pick Your Passion**" in printed publicity materials, such as the flat maps, mailers, advertisements and other information to be distributed at the Event.

- c) Seek opportunities for the Lieutenant Governor or his designated tourism representative(s) to participate in media events, and ensure the State's presence in the media room during the Event to represent Louisiana's tourism industry.
- d) Verbally acknowledge the State's support at speaking engagements, press releases, media events, and other public activities/events that promote the Event. Advise the State of additional publicity opportunities as they become available prior to and during the Event, including participation in television coverage, if opportunities are made available.
- e) Ensure that the State is provided with a prominently located on-site table and/or booth in a high traffic area to distribute tourism information during activities.
- f) Provide opportunity for the State to have the Official Louisiana Tour Guide and other promotional materials inserted in information packets to be distributed to attendees of the Event.
- g) Ensure prominent placement of the State's official tourism logo "**Louisiana Pick Your Passion**" on the Toledo Bend, Lake Country's homepage at <http://www.toledobendlakecountry.com> with a link to www.LouisianaTravel.com, and any other prominent websites that are used to promote the Event for the entire duration of this Agreement.
- h) Ensure that the State is recognized as a sponsor with other sponsors of the Toledo Bend Reservoir Event on the Bassmaster Elite Series website link www.bassmaster.com/bassmaster-elite-series-official-sponsors, and is provided a link to www.LouisianaTravel.com.
- i) Provide the State with tickets/passes and parking passes in quantities necessary to attend Event activities to represent the State's tourism industry. Notices and tickets/passes for participation in activities shall be provided at least fourteen (14) days prior to activities, when possible.

Reporting

Marketing Plan and Progress Report - Contractor shall submit a detailed **Marketing Plan** and a **Progress Report** on activities on or before **March 1, 2014**. The **Marketing Plan** must include a list of publicity efforts including timelines, and information on planned media events, press releases, etc. that will be used to promote the Event. Contractor shall also submit to the State copies of printed publicity/collateral materials, media clippings, and advertisements that have been developed to promote the Event that acknowledge the State's support. The **Progress Report** shall provide updates on activities so that the State is informed regarding developments.

Final Report - Upon completion of all services, Contractor shall submit a **Final Report** (see Exhibit C, Summary of Outcomes) of activities, providing information that is consistent with the specific goals, objectives and performance measures as outlined in Exhibit A. Contractor agrees to submit the **Final Report** no later than **June 30, 2014**.

Payment Terms

In consideration of the benefits described above, the State hereby agrees to pay Contractor a maximum amount not to exceed **Thirty Five Thousand Dollars and 00/cent (\$35,000.00)**. Travel and other reimbursable expenses shall not be paid or reimbursed. Payment will be made only on approval of Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his supervisor, designee or successor.

Upon successful progress and delivery of benefits to the reasonable satisfaction of the State, payments shall be disbursed as follows:

The **First Payment** of up to **Twenty-Five Thousand (\$25,000.00)** shall be disbursed to the Contractor upon the State's receipt of 1) a **Detailed Marketing Plan**, 2) the **Progress Report**, 3) a **dated invoice on organization letterhead**, which must note the name of the Event and the amount of the payment request, and 4) a detailed **Cost Report**, accompanied by supporting documentation for expenses in compliance with the Budget, Exhibit A. The Contractor must submit all deliverables for the first payment by **March 1, 2014**.

The **Final Payment** for the remaining balance shall be submitted to the Contractor upon successful completion of the Event, and the State's receipt of 1) the **Final Report** (Exhibit C, Summary of Outcomes), 2) a **dated invoice on organization letterhead**, which must note the name of the Event and the amount of the payment request, and 3) a detailed **Cost Report**, accompanied by supporting documentation for activities and expenses in compliance with the Budget, Exhibit A. Contractor must submit all final deliverables as described no later than **June 20, 2014**.

Payment is also contingent upon the approval of this Agreement by the Louisiana Division of Administration, Office of Contractual Review and the availability of funds to meet the obligation.

Contractor is informed that no funds appropriated under Act 14 of the 2013 Regular Legislative Session shall be transferred to a entity which is not a budget unit of the State unless the Contractor executes a copy of the Agreement and submits to the State 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 Louisiana Office of Tourism shall submit the Agreement, the Budget, and any other required information to the Louisiana Legislative Auditor for approval.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contractor's obligation and identified under the Federal tax identification number 72-0866517.

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

Assignment

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or notation), 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.

Auditors Clause

In accordance with La. R.S. 24:513, it is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration and/or the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all accounts of Contractor that relate to this Agreement.

Fiscal Funding Clause

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

Term of Contract

This Agreement shall begin on **January 1, 2014** and shall terminate on **June 30, 2014**.

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 Agreement without regard to race, color, religion, sex, 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

Contractor shall indemnify and hold harmless the State against any and all final judgments of sums of money to any party for loss of life or injury or damage to person or property to the extent that any such final judgment results from any negligent act or omission of the Contractor, his agents, servants, or

employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

Amendment Clause

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, Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 11/20/13 (date).

WITNESSES: Department of Culture, Recreation and Tourism

[Signature]
Marlene Curcio

Kyle Edmiston 11/20/13
Kyle Edmiston, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 11/22/13 (date).

WITNESSES:

[Signature]
Amie B. B.
[Signature]
Linda Smith

[Signature]
Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor

THUS DONE AND SIGNED AT Many, Louisiana on 12/2/13 (date).

WITNESSES: Sabine Parish Tourist and Recreation Commission

[Signature]
Kathy Brunkhardt
[Signature]
Patricia A. Doughty

[Signature]
Linda Curtis-Sparks
Director

Exhibit A

Agency Name: Department of Culture, Recreation and Tourism, Office of Tourism
Contractor's Name: Sabine Parish Tourist and Recreation Commission
Contract Monitor: Jack Warner

Goal: The goal in this endeavor is to promote nature-based tourism and recreation activities that are associated with the fishing industry of Louisiana and maintain awareness and a positive image of Louisiana as a unique and desirable travel destination.

Objectives: 1) provide support to the Contractor to host the Event, 2) to use the publicity generated by media coverage to attract visitors to Louisiana, and 3) to work in collaboration with various public and private entities and/or organizations to ensure that the 2014 Bassmaster Elite Series Tournament is a success to generate future events.

Deliverables: Deliverables shall include 1) successful implementation of the 2014 Bassmaster Elite Series Tournament, 2) a detailed Marketing Plan, 3) Progress Reports, 3) Itemized Cost Reports accompanied by supporting documentation for activities and expenses, 4) Final Report (Exhibit C, Summary of Outcomes, and) invoices as specified in the Payment Terms.

Performance Measures: Contractor's performance will be measured by: 1) successful implementation of the Event; 2) total number of participants and observers/spectators; 3) amount of network/media coverage; 4) estimated number of internet and televisions viewers; 5) number of articles written about the Event; 6) the amount of tourism publicity the State received in publicity efforts; 7) amount and quality of State website recognition provided on the Bassmaster and Sabine Parish Tourist Commission's Toledo Bend, Lake Country websites, with links to LouisianaTravel.com; 8) financial accountability for funds spent, and 9) by the economic impact of the Event on the region and state.

Monitoring Plan: The Contract Monitor, and will ensure the Contractor's adherence to the terms of this Agreement in the following manner:

Contract Monitor will:

- Review information provided in detailed Marketing Plan, Progress Report, Cost Reports, Final Report, and supporting documentation for activities and expenses to ensure compliance, and achievement of the stated goals and objective, based on the Measures of Performance listed above.
- Confirm and verify that the State received marketing and publicity benefits as agreed, prior to authorizing any release of payment.
- Complete and submit to the Office of Management and Finance a performance evaluation within 45 days of the termination date of this Agreement.

Utility of Final Product: Benefits that the State will receive under the terms of this Agreement will assist the Office of Tourism in promoting awareness of Louisiana's recreational and nature-based tourism assets, particularly those that are related to the fishing industry. The Event will assist in promoting a positive image of Louisiana as a unique and desirable travel destination. This Event will have a positive impact on Louisiana's economy and tourism industry and will increase travel to the state.

Exhibit B
2013/2014 BUDGET
Sabine Parish Tourist and Recreation Commission
Bassmaster Elite Series Tournament
PROJECTED INCOME

Contributing Organizations		Amount	
Sabine Parish Tourist and Recreation Commission		\$35,000.00	
Louisiana Office of Tourism		\$35,000.00	
* Sabine River Authority (In Kind)		\$26,173.00	
Cypress Bend (In Kind)		\$3,000.00	
Business Community Contributions		\$27,500.00	
LA North Sponsorship for Press Event and booth space		\$5,000.00	
Vender fees plus percentage from alcohol sales		\$3,500.00	
Income from Silent Auction bid for 2 Marshal Positions		\$1,000.00	
Sponsorship for Fireworks		\$6,000.00	
Total Income:		\$142,173.00	
Expenses			State Sponsorship
Regional Marketing for spectators		\$15,000.00	
BASS Sponsorship Fee (Event Rights Fees)**		\$60,000.00	\$35,000.00
Social/Dinner for 250 ***		\$4,000.00	
50 room nights for staff & press		\$6,500.00	
Cost for tournament production		\$8,500.00	
Security and parking		\$7,500.00	
Press events LA North		\$500.00	
Banners and Signage		\$2,000.00	
Entertainment for outdoor concerts		\$3,000.00	
Fireworks display		\$6,000.00	
Sub-total		\$113,000.00	\$35,000.00
In Kind Expenses			
Additional Porta Potties		\$1,905.00	
Ice		\$400.00	
Waste Management		\$900.00	
Inmate supervision set up/break down		\$500.00	
Pavilion usage (7 days)		\$3,500.00	
Cabins (8) for 8 nights		\$6,240.00	
Tent set up and removal		\$500.00	
Maintenance crew for set up/break down		\$3,600.00	
Maintenance person on site for event		\$1,200.00	
Assistance with traffic control		\$6,000.00	
Night security		\$1,428.00	
Cypress Bend Pavilion, Ballroom, and Education Center		\$3,000.00	
Sub-Total		\$29,173.00	
Total Projected Expenses including In-kind:		\$142,173.00	

Net Income: 0.00

Expense categories listed represent a typical budget and may be adjusted by the State and/or Contractor to reflect actual categories that are necessary to carry out the event. Contractor shall disclose all subcontractors who receive State funds under the terms of this Agreement, with any request for payment for subcontracted services. Contractor shall be required to provide the name of organization/individual, service provided and the amount paid for those services.

NOTE: The State will not reimburse the Contractor for the cost of food and beverages, and travel related expenses such as lodging, airfares, vehicle rentals, vehicle mileage, etc.

***Sabine River Authority's** contribution also includes in-kind services, plus 48 room nights in own cabins for BASS staff, waste management services, ice, six porta potties, inmate crew supervision, and two pavilions. The Sabine River Authority will also allow free admission to the park, which is based on approximately 14,500 in attendance at \$2.00 each this equals \$29,000.

** Sponsorship fee to BASS (Includes 1 hr. TV ESPN, 1 ½ pg. in BASS Magazines BassCam, BassCast, and BassTrakk.)

***Social Dinner for 250 people, presented by the Sabine Parish Tourist and Recreation Commission

Note any significant challenges:

Were goals achieved? Explain:

Were Objective(s) met? Explain:

Summary of Actions/Outcomes: *Please provide additional details in attachments.*

Print Name

Signature

Date

Supplemental information to be submitted: 1) Copies of publicity materials and literature distributed to attendees at the event; 2) Photos of the event activities, including photo of LOT booth; 3) List of all promotional benefits and/or publicity opportunities that were provided to the State as a contributing sponsor of the Event; 4) Copies of articles that generated from the event; 5) and supporting documentation to show delivery of the State publicity benefits and documentation for expenses.