

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

Agency/Program: DCRT

Recipient: Shreveport/Bossier CVB

- 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



Appointing Authority

7/16/12
Date

7/16/12
Date

BOBBY JINDAL
GOVERNOR



PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

June 15, 2012

Mr. Charles R. Davis
Deputy Secretary
Department of Culture, Recreation & Tourism
Office of Tourism
Post Office Box 94361
Baton Rouge, LA 70804-9361

Dear Mr. Davis:

Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on May 16, 2012. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

Department of Culture, Recreation & Tourism

OCR# 267-200823 CFMS# 713100 Shreveport Bossier Convention and Tourist Bureau

The OCR and CFMS numbers preceding the cooperative party's name has been assigned by this office and are used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Sandra G. Gillen".

Sandra G. Gillen, CPPB
Director

SGG/la

Enclosure

DCRT-OT-12-63
CFMS 713100

STATE OF LOUISIANA
PARISH OF CADDO
PARISH OF EAST BATON ROUGE

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR 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 Shreveport-Bossier Convention and Tourist Bureau, Inc. whose domicile is 629 Spring Street, Shreveport, Louisiana 71101; 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 is 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 Shreveport-Bossier Convention and Tourist Bureau is commissioned, authorized and empowered to expand and increase the economic impact of tourism in Bossier and Caddo Parishes; and

WHEREAS, the State desires to cooperate with the Contractor in creating economic and tourism development opportunities for the area and the state by providing supplemental funding to support the planning and implementation of the **2012 Travel Alliance Partners Conference and Marketplace**, commonly recognized as the **TAP Dance Conference** and hereinafter referred to as the **"Conference"**. Activities for the Conference are scheduled to begin on **June 4th** and will continue through **June 12, 2012** in Shreveport, Louisiana; and

WHEREAS, Travel Alliance Partners "TAP", is a partner-owned organization made up of the 34 premier tour operator organizations in the United States and Canada. Each partner in the organization is a regional expert who offers new and unique itineraries; and

WHEREAS, it is anticipated that approximately 250 individuals will attend this Conference, and the State will be afforded with tremendous opportunities to showcase Louisiana's tourism resources. The hope is to utilize opportunities to promote Louisiana and its cuisine, sites, attractions, natural and scenic resources in a formal, informative, fun and entertaining environment; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of Louisiana as a unique and desirable travel destination is 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

The Contractor hereby agrees to carry out all functions to ensure an adequate return the State's investment by providing the services that are listed herein and in greater detail in Exhibit A, which is by this reference incorporated herein:

- 1) Utilize funds to assist with the cost of the Kick-off dinner and bus rental for transportation to/from the airport, conference events and familiarization tours to be provided for attendees in conjunction with planning, organizing and hosting of the 2012 Travel Alliance Partners TAP Dance Conference and Marketplace.
- 2) Ensure that tour bus rental for transportation to/from airport, conference events and familiarization tours are scheduled and carried out in and around the Shreveport and Bossier area during the Conference and in other areas of the state with Louisiana hospitality.
- 3) Ensure the acknowledgement of the Louisiana Office of the Lieutenant Governor and/or the Department of Culture, Recreation and Tourism, Office of Tourism as prominent sponsors of the Conference in media settings to include news releases, news conferences and other publicity activities. Also provide opportunities for representatives of the Office of the Lieutenant Governor and/or the Louisiana Office of Tourism to address and/or welcome attendees to the Conference.
- 4) Acknowledge the State's sponsorship support by prominently inserting the Department of Culture, Recreation and Tourism (DCRT), Office of Tourism's logo "**Louisiana Pick Your Passion**" with the link to **LouisianaTravel.com** on all printed publicity materials associated with the Conference.
- 5) Ensure that the State is provided a banner ad using the State's official tourism logo "**Louisiana Pick Your Passion**" on the official Shreveport-Bossier tourism website www.shreveport-bossier.org, with a link to the Tap Dance website <http://www.thetapdance.com/agenda.html> and other official websites that are used to promote Conference activities, and specifically the Kick-off Night, and familiarization tours associated with the Conference so the State is recognized as a supporting sponsor of these activities. The logo can be found on the State's website at <http://www.crt.state.la.us/DOCUMENTARCHIVE/>.
- 6) Ensure that a Louisiana Tourism table is provided to disseminate information regarding Louisiana tourism assets and for the distribution of the Official Louisiana Tour Guide (to be provided by the State) and/or other printed materials such as brochures that highlight Louisiana's tourism resources and attractions.
- 7) Provide all food, drinks, décor, foliage, backdrops, signage, tables, chairs, linens, audio-visual equipment, etc. required to host approximately 250 attendees at Kick-off Dinner on opening night.
- 8) Upon conclusion of the Conference, the Contractor agrees to submit a Final Report providing details of all activities, which shall include but is not limited to information regarding the results of Conference activities to include details on the Kick-off Dinner, familiarization tours, and Marketplace activities to determine the effectiveness of this endeavor as it relates to the specific

goals, objectives and performance measures that are outlined in this agreement (Exhibit A). The Contractor shall provide copies of printed publicity materials that show acknowledgement of the State's sponsorship, such as copies of publications, itineraries, articles, brochures and other items produced for publicity purposes, to promote the Kick-off Dinner provided at opening night, and familiarization tours. The Contractor shall also submit to the State a list of Conference participants, the total estimated attendance, an analysis of attendees, and information regarding the economic impact, based on statistics to include the number or room stays generated at hotels, and the impact on restaurants, retail establishments and other businesses located in the Shreveport-Bossier area. The Contractor agrees to submit the Final Report with invoice after completion of the event, but no later than July 5, 2012.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**. Travel and other reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed separately. Payment will be made only on approval of Misty Velasquez, Director of Programs and Services for the Office of Tourism, her supervisor, designee or successor.

Upon satisfactory completion of services in accordance with the terms of the Scope of Services, to the reasonable satisfaction of the State, payments shall be disbursed as follows:

The Contractor shall submit the **Final Report**, accompanied by an original invoice on organization letterhead for the full payment amount of \$25,000.00. The invoice shall note the successful completion of activities and must be supported with adequate documentation for expenses in accordance with the attached **Budget (Exhibit B)**. Documentation may include copies of invoices, receipts, signed agreements, or work acquisitions, etc. All deliverables must be complete and the **Final Report** and invoice must be submitted to the State no later than **July 5, 2012**.

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.

If it is found in any audit that the Contractor defaulted on the agreement, breached the terms of the agreement, ceased to do business as agreed, or ceased to do business in Louisiana, the Contractor shall be required to repay the State in accordance with the State's terms.

Contractor is informed that no funds appropriated under Act 12 of the 2011 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 this 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 the measures of performance. The Louisiana Office of Tourism shall submit this Agreement, the Budget, and any other required information to the Louisiana Legislative Auditor for approval.

Taxes

The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under the Federal tax identification number 72-0695867.

Termination for Cause

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with

the terms and/or conditions of the agreement; provided that 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 agreement shall terminate on the date specified in such notice. The 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 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 the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this contract.

Assignment

The 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 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 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 **April 30, 2012** and shall end on **July 15, 2012**.

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, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The 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 the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Indemnification Clause

The Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all state Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Amendment Clause

Any alteration, variation, modification, or waiver of provisions of this contract 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 5/7/12 (date).

WITNESSES:

Department of Culture, Recreation, & Tourism

Ami B. Bz

Charles R. Davis
Charles R. Davis, Deputy Secretary

Lindsay Schmitt

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on may 3, 2012 (date).

WITNESSES:

Lindsay Schmitt

LeAnne Weill
LeAnne Weill, Interim Assistant Secretary
DCRT, Office of Tourism

THUS DONE AND SIGNED AT Shreveport, Louisiana on 5/8/12 (date).

WITNESSES:

Shreveport-Bossier Convention and Visitors Bureau Inc.

Debbie Hudson
Erica Howard

Stacy A. Brown
Stacy Brown
President

APPROVED
Office of the Governor
Office of Contractual Review

JUN 15 2012

Sandra G. Gillen
DIRECTOR

EXHIBIT A

Agency Name: DCRT, Office of Tourism
Contractor's Name: Shreveport-Bossier Convention and Tourist Bureau, Inc.
Contract Monitor: Misty Velasquez

Brief Description of Services:

The State is supporting the Contractor in the hosting of the Travel Alliance Partners' *TAP Dance Conference and Marketplace* to be held in Shreveport, Louisiana June 4-8, 2012 and Post-Conference and Marketplace familiarization tours to be held throughout Louisiana June 9-12, 2012. This Conference presents an opportunity to promote Louisiana, and the historical and cultural resources, cuisine, sites, attractions, natural and scenic resources in a formal, informative, fun and entertaining environment.

Goal: The goal is to utilize the Conference to promote Louisiana's tourism resources to an out-of-state audience, with the intent on presenting Louisiana as a unique and desirable tourist and travel destination, to encourage travel to Louisiana. The State will also receive tourism publicity, media coverage and recognition of its sponsorship which increases the value of the return on the State's investment.

Deliverables:

Deliverables include all items listed under the Scope of Services, including 1) the successful hosting of the Travel Alliance Partner Conference, 2) State recognition for its sponsorship in Internet and printed publicity materials associated with the Conference, 3) speaking opportunities for the Lieutenant Governor or other State Tourism representative, 4) media publicity, and 5) the Final Report of the Conference with the invoice, and supporting documentation for expenses.

Performance Measures:

The Contractor's performance will be measured by the number of travel partners and stakeholders who attend the Conference, the economic impact that is reported on the area and state based on information provided in the **Final Report**, the amount of publicity that the State receives as a result of the Conference, the feedback provided from attendees, the number of articles written and inquiries received regarding available travel opportunities, and by the ability of the Contractor to adhere to the terms of the agreement including all reporting requirements.

Monitoring Plan:

Misty Velasquez, her designee, supervisor or successor, will serve as the State's Contract Monitor and will ensure that services and deliverables are completed according to the terms of the agreement in the following manner:

Contractor Monitor shall:

Review and verify completion of activities to ensure that the goals and objectives have been met, through the use of all available resources and the information provided in the Final Report.

Review the invoice and supporting documentation to ensure compliance with the budget prior to authorizing the release of the payment to Contractor.

Prepare and submit a Contract Performance Evaluation to the DCRT, Office of Management and Finance within 45 days of the completion of services or the termination or expiration of agreement.

Utility of Final Product:

The activities funded under this agreement support the State's marketing efforts to increase awareness of Louisiana as a desirable travel destination. The mission of the agency is to invite potential tourists, both domestic and international, to visit Louisiana and to return to the state for future visitations, which promotes and assists in the expansion of the Louisiana tourism industry. In compliance with the agency's goals and objectives, the activities performed in connection with this agreement will assist in increasing visitor awareness of tourism resources in Louisiana and stimulate visitor travel to and spending in Louisiana.

Projected Budget for Travel Alliance Partners
 June 4-12, 2012
 (Based on 250 ppl.)

Total **LOT
Contribution**

Expenses

Opening Morning Breakfast at Sam's Town for 250 ppl. (June 5th)	\$5,500.00	
Kick-off Night Event at Sam's Town for 250 ppl. (June 5th)	\$15,000.00	\$15,000.00
Community Night Event at the Muni Auditorium (June 6th)	\$16,000.00	
Tour Bus rental for transportation to/from airport and receptions/events, and for post-fam tour.	\$10,000.00	\$10,000.00
Post-Fam Meals/Lodging	\$500.00	
Lodging for Partners and Staff and Bet on Tap	\$41,025.00	
Promo Items for Partners and PPTP's	\$7,500.00	
Marketing/Promotional Items	\$2,000.00	
Total Expenses	\$97,525.00	
Revenue		
Louisiana North	\$ 20,000.00	
Louisiana Office of Tourism	\$ 25,000.00	
Shreveport-Bossier CTB	\$ 60,000.00	
Local Sponsors	\$ 8,000.00	
Total Revenue	\$ 113,000.00	

Difference

\$ 15,475.00 \$25,000.00