



# 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: Shreveport-Bossier, CTB

CONTRACTOR'S ADDRESS: 629 Spring Street, Shreveport, LA 71101

CONTRACTOR'S FEDERAL ID#72-0695867 or

SOCIAL SECURITY # \_\_\_\_\_

CONTRACTOR'S CONTACT PERSON: Stacey Brown, President or Christy Whitaker

CONTRACTOR'S TELEPHONE: 318-222-9391

EMAIL ADDRESS: [sbrown@sbtb.org](mailto:sbrown@sbtb.org) or [cwhitaker@sbctb.org](mailto:cwhitaker@sbctb.org)

TOTAL CONTRACT AMOUNT: \$15,000.00 Amendment Amount: N/A

CONTRACT PERIOD: 9/01/13-12/31/13

FUNDING AGENCY: DCRT, Office of Tourism

SOURCE OF FUNDS: Agency Appropriation (N/A)

State:

Federal \_\_\_\_\_ Percent

Self-generated - 100% \_\_\_\_\_ Percent

Organ. 6786	Object 3000	Sub object <u>04</u>	Reporting Cat. 7413 <u>nw</u>
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

The State is providing funding to the Contractor to supplement cost associated with sponsoring activities associated with the 2013 North American Travel Journalists Association's 11<sup>th</sup> Annual Conference and Marketplace; activities to be held October 5, 2013 through October 13, 2013.

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

**CORPORATIONS:**

**Nonprofit Corporation** (Tourism Commission)  
*(Requires Board Resolution of Authority)*

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

*Limited Liability Company*

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

*Limited Liability Company*

**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: Charlotte Galloway

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" or "LOT," 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, 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

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 **2013 North American Travel Journalists Association's 11<sup>th</sup> Annual Conference and Marketplace**, commonly recognized as the **NATJA Conference and hereinafter referred to as the "Conference"**. Activities for the Conference are scheduled to begin on **October 5<sup>th</sup>** and will continue through **October 13, 2013** in Shreveport, Louisiana; and

WHEREAS, the North American Travel Journalists Association ("NATJA") is a professional membership organization of writers, photographers, editors and tourism professionals dedicated to supporting the professional development of its members, providing benefits and resources, encouraging high-quality professional journalism, promoting travel and leisure activities to the public, and honoring the excellence of journalism throughout the world; and

WHEREAS, NATJA is considered one of the nation's premier associations for media professionals who contribute stories, photographs, articles, programs, blogs, and other content for print and digital media publications. The organization's membership is also open to convention and visitors bureaus and destination marketing organizations located in North America; and

WHEREAS, it is anticipated that approximately 100 individuals will attend this Conference, some of which will be accompanied by guests who will venture out into the local area. The State will be afforded with opportunities to showcase Louisiana's tourism resources and promote Louisiana and its cuisine, sites, attractions, natural and scenic resources to the Conference participants in a formal, informative, enjoyable 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 on the State's investment by performing the activities that are listed herein and in greater detail in Exhibits A-C, which are by this reference incorporated herein:

- 1) **Administrative Responsibilities** – Contractor shall work with the NATJA to carry out logistics to plan and implement a successful Conference.
- 2) **Fiscal Responsibilities** – Contractor shall ensure financial accountability for spending and provide adequate documentation for expenses to the State in compliance with the Budget (Exhibit B) to support the following:
  - a. Utilize funds to assist with the cost of facilities, staff for catering services, entertainment, and shuttle transportation to/from the airport and for conference events, including familiarization tours "FAM".
  - b. Ensure competitive pricing for shuttle services and ensure that scheduled transportation is carried out in and around the Shreveport and Bossier area during the Conference and for FAM tours in other areas of the state.
- 3) **Prominent Recognition of the State's Contributions and Support** – Contractor shall ensure that the State is acknowledged for its support of the Conference in the following manner:
  - a. Ensure that the State is provided with: 1) at least two (2) invitations to the Opening Night Reception and Dinner and closing functions to address and/or welcome attendees, 2) opportunities to participate in pre and post media tours, and 3) at least one (1) complimentary conference registration for all activities to mingle with attendees and represent Louisiana's tourism industry.
  - b. Ensure the Louisiana Office of the Lieutenant Governor and/or the Department of Culture, Recreation and Tourism, Office of Tourism is verbally acknowledged as a prominent sponsor of the Conference at the Opening Night Reception and Dinner, and in media settings to include news releases, news conferences and other publicity activities.
  - c. Ensure that the State is acknowledged for 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](http://LouisianaTravel.com) on all printed publicity materials associated with the

Conference, including the official program agenda and/or itinerary, and that LOT signage is prominently displayed on site at the Conference with Shreveport-Bossier CTB signage to acknowledge the State's support.

- d. 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](http://www.shreveport-bossier.org), with a link to the NATJA conference website link at <http://natja.org/conference/> and other official websites that are used to promote Conference activities. Instructions for the use of the State's official tourism logo can be found on the State's website link <http://www.crt.state.la.us/DOCUMENTARCHIVE/>.
- e. Ensure that a Louisiana Tourism table is provided to disseminate information regarding Louisiana tourism assets and for distribution of the Official Louisiana Tour Guide (to be provided by the State) and/or other printed materials that highlight Louisiana's tourism resources and attractions.
- f. Ensure that the State receives at least a ½ page ad in the March 2014 issue of Travel World Magazine "Outdoor Experience" (the NATJA publication).

- 4) **Final Report** - Upon conclusion of the Conference, the Contractor agrees to submit a **Final Report** (see **Exhibit C, Summary of Outcome**) with documentation of activities as specified and supporting documentation for expenses consistent with the attached **Budget (Exhibit B)**. The Contractor agrees to submit the **Final Report** no later than **December 31, 2013**.

#### **Payment Terms**

In consideration of the activities 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 reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed. Payment will be made only on approval of Charlotte Galloway of the Office of Tourism, her supervisor, designee or successor.

Upon satisfactory completion of all activities in accordance with the terms of the Scope of Services, payments shall be disbursed as follows:

The Contractor shall submit the **Final Report (Exhibit C, Summary of Outcome)**, accompanied by an original invoice on organization letterhead up to the maximum amount payable of \$15,000.00. The invoice shall note sponsorship in the *NATJA Conference and Marketplace*, 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 **December 31, 2013**.

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 public or quasi-public agency or 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 Agreement 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 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 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 Agreement.

**Assignment**

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, 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 **September 1, 2013** and shall end on **December 31, 2013**.

**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 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 Agreement 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 Agreement.

**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 9/18/13 (date).

WITNESSES:

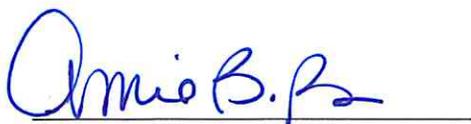


Kyle Edmiston 9/10/13  
Kyle Edmiston, Assistant Secretary  
DCRT, Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on Sept. 18, 2013 (date).

WITNESSES:

Department of Culture, Recreation, & Tourism


  
Charles R. Davis, Deputy Secretary

THUS DONE AND SIGNED AT Shreveport, Louisiana on Sept. 30, 2013 (date).

WITNESSES:

Shreveport-Bossier Convention and Tourist Bureau Inc.


  
Stacy A. Brown  
President

## EXHIBIT A

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

**Brief Description of Activities:** The State is supporting the Contractor in the hosting of the NATJA's *11<sup>th</sup> Annual Conference and Marketplace* to be held in Shreveport, Louisiana October 5<sup>th</sup> through 13, 2013. 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: 1) the successful implementation and hosting of the Conference, 2) State recognition for its sponsorship in printed publicity materials, internet media, and activities at the Conference, 3) speaking opportunities for the State, 4) media publicity, and 5) the Final Report (Exhibit C), the invoice, and supporting documentation for activities and expenses.

**Performance Measures:** The Contractor's performance will be measured by; 1) the number of attendees at the Conference and number of out-of-state visitors, 2) the economic impact measured by hotel occupancy or hotel nights generated and state sales revenue generated, 3) the amount of publicity that the State receives as a result of the Conference, 4) the feedback provided from attendees, 5) the number of articles written and inquiries received regarding available travel opportunities, and 6) by the ability of the Contractor to adhere to the terms of the Agreement including all reporting requirements.

### **Monitoring Plan:**

Charlotte Galloway or her designee, supervisor or successor, will serve as the State's Contract Monitor and will ensure that activities 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 activities 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, some Conference activities will assist in increasing visitor awareness of tourism

resources in Louisiana and stimulate visitor travel to and spending in Louisiana. The Conference will draw media representatives to the Shreveport-Bossier area and provide FAM tours to destinations across Louisiana to promote tourism awareness and to encourage the writing of articles and stories about Louisiana to increase interest and travel to the state.

**EXHIBIT B**

*Shreveport-Bossier Convention and Tourism Bureau  
2013 North American Travel Journalists Association's  
11<sup>th</sup> Annual Conference and Marketplace*

*October 5-13, 2013*

**Anticipated Income or Revenue**

<b>Income</b>	<b>Amount</b>
Shreveport-Bossier, CTB	\$24,163
DCRT, Louisiana Office of Tourism	\$15,000
Sponsors	\$10,000
<hr/>	
<b>TOTAL</b>	<b>\$49,163</b>

**Anticipated Expenses**

<b><u>Expense Categories</u></b>	<b><u>Total Amount</u></b>	<b>LOT</b>
Facilities (rentals)	\$11,763	\$4,000
Hospitality (catering & related staffing services)	\$19,000	\$3,000
Entertainment	\$7,000	\$5,000
Decorations/Arrangements	\$1,400	\$
Shuttle Services	\$6,000	\$3,000
Press Room/AV Services	\$1,000	\$
Conference Registrations	\$3,000	\$
Other Charges (list)	\$	\$
<b>Professional &amp; Contract Services (<i>Disclose Subcontractors</i>)</b>	<b>\$</b>	<b>\$</b>
<hr/>		
<b>TOTAL EXPENSES</b>	<b>\$49,163.00</b>	<b>\$15,000.00</b>

*The Budget categories listed above reflect a typical budget and may be adjusted by the agency and /or the Contractor to reflect the actual expense categories that are necessary for each individual program and/or service. Salaries and professional contract services shall be fully disclosed when requesting payments. State funds shall not be used for the cost of food or beverage.*

**EXHIBIT C**  
**Final Report - Summary of Outcome**

**Name of Organization:** Shreveport-Bossier Convention and Tourism Bureau

**Name of Event:** 2013 North American Travel Journalists Association (Annual Conference)

**Event Location (city, state):** Shreveport, Louisiana

**Date(s) of Event:** October 5-13, 2013

**Was the Conference supported by other Community Partners?**

If yes, please list Community Partners and note their involvement:

**Estimated Overall Attendance (including speakers and hosts):**

**Estimated Number and Percentage of Out-of-State visitors:**

**Estimated number of Hotel Room Nights generated or Hotel Occupancy % that resulted from the Event:**

**Estimated economic impact of the Conference on the city and state (sales and tax revenue generated):**

**Event Itinerary (Please attach event program and/or itineraries):**

**Was LOT signage hung at the event?**

**Did a Louisiana tourism representative speak at the Conference? Provide names:**

**Did a Louisiana tourism representative participate in media events? If yes, provide details.**

**Was the LOT's logo displayed on information websites with a link to [www.louisianatravel.com](http://www.louisianatravel.com)? Which sites?**

**Was Louisiana tourism publicity materials distributed? If so, what type?**

**Was the Louisiana "Pick Your Passion" logo placed on Conference materials?**

**If yes, what materials?**

**What logistics were involved in setting up for the Conference?**

**Were conditions and facilities favorable? Yes No (Please explain answer)**

**Were there any significant challenges? If so, What were they?**

**Were goals achieved? Explain:**

**Were Objective(s) met? Explain:**

**Summary of Actions/Outcome:** *Please address whether the event met the expectations and objectives. You may also attach a summarized report to include any necessary details.*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Supplemental information to be submitted:** 1) Copies of Conference publicity materials and literature distributed to attendees, including the official itinerary/agenda, and copies of available articles generated; 2) Photos of Conference activities, including LOT signage displayed at the Conference; 3) List of all promotional benefits and/or publicity opportunities that were provided to the State as a contributing sponsor of the Conference. Note any challenges.