



BOBBY JINDAL
GOVERNOR

PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

September 15, 2010

Ms. Pam Breaux
Secretary
Department of Culture, Recreation & Tourism
Office of Tourism
Post Office Box 94361
Baton Rouge, LA 70804-9361

Dear Ms. Breaux:

Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on August 31, 2010. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

Department of Culture, Recreation & Tourism
OCR# 267-100707 CFMS# 695665
Tangipahoa Parish Convention and Visitors 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,

Sandra G. Gillen 9.20
Sandra G. Gillen, CPPB
Director

SGG/la

Enclosure

267-100707

DCLT-OT-11-02
CFMS#695665
267-100707

Cooperative Endeavor Agreement

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into on the dates and at the places listed below by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter sometimes referred to as "State" or "LOT," and the Tangipahoa Parish Convention and Visitors Bureau, acting as fiscal agent for the Southeast Louisiana Gumbo Partnership, a political subdivision of the state of Louisiana, domiciled and having its principal business address at 13143 Wardline Road, Hammond, Louisiana 70401, 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, the Louisiana Department of Culture, Recreation and Tourism is responsible for the statewide development and implementation of cultural, recreational, and tourism programs (La. R.S. 36:201.B) and its Office of Tourism is statutorily mandated to "encourage and promote tourism and the tourist industry for the benefit of the people of this and other states and as a developing economic resource; and shall cooperate with local tourist promotion and convention agencies. . ." (La. R.S. 36:208.F); and

WHEREAS, the Southeast Louisiana Gumbo Partnership consists of eleven (11) parishes; West Feliciana, Pointe Coupee, East Baton Rouge, West Baton Rouge, Iberville, Ascension, Livingston, Tangipahoa, St. James, St. John and St. Charles. This group was officially organized in 2009 with the goal of collaborating to stretch marketing dollars and to create and identify conducive ways to promote the historical, cultural, natural and tourism resources of the region; and

WHEREAS, the Contractor is a political subdivision of the state, statutorily authorized to "do all things necessary for the promotion and the advertisement and publication of information relating to tourist attractions within its jurisdiction" (La. R.S. 33:4574); and

WHEREAS, the Louisiana Travel Promotion Association (LTPA) is a non-profit, private sector tourism association representing Louisiana's travel and hospitality industry; and

WHEREAS, the LTPA creates, coordinates, and offers the tourism industry cooperative programs, including consumer and trade advertising and promotions and the opportunity to utilize its marketing expertise; and

WHEREAS, the LTPA has created 2010-2011 Marketing Plans which offer lower rates than buying directly through the publications on print and web advertising for over fifty publications and media outlets; and

WHEREAS, the LTPA will receive a percentage of the cost of the media purchased by the Contractor from the 2010-2011 Marketing Plans, which funds will be reinvested by the LTPA in programs that educate and promote the tourism industry, which further supports the public purposes and statutory mandates of the Contractor and the State; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase the economic impact of tourism in Louisiana through strong and effective public initiatives, the State desires to cooperate with the Contractor in the implementation of a cooperative advertising program designed to leverage state and local tourism funding; and

WHEREAS, in fiscal year 2011 and as described in greater detail below, the State will reimburse the Contractor up to 50% of the Contractor's cost of purchasing media, pre-selected by the State, through the LTPA 2010-2011 Marketing Plans, as well as other media approved by the State, up to a maximum amount of \$6,245.00; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of the state as a unique and desirable travel destination through this proposed cooperative advertising program is proportionate to obligations to be undertaken by the State, which obligations benefit the Louisiana economy and tourism industry at the state and local level.

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

1. Scope of Services

As provided herein and in greater detail in the attached Exhibit A which is incorporated herein by reference, the State agrees to remit to the Contractor payment in the amount of 50% of the cost incurred for purchasing media pre-selected by the State, up to a maximum amount of SIX THOUSAND TWO HUNDRED FORTY FIVE DOLLARS (\$6,245.00), subject to the following terms and conditions:

- A. The State will provide the Contractor with the eligible programs available within the 2010-2011 LTPA Marketing Plans, as well as other media approved by the State.
- B. The media must run by or before June 30, 2011.
- C. To receive a 50% reimbursement for the cost of the media placement, the Contractor shall submit to the State:
 1. A copy of the Contractor's invoice for the media placement
 2. An original invoice from the Contractor to the State for one-half of the cost of the media placement.
 3. An original tear sheet of the advertisement, which includes the name and date of the publication.
 4. A copy of this signed Cooperative Endeavor Agreement

Monitoring Plan

Misty Velasquez, Director of Programs and Services, or her supervisor or successor to this position will ensure that the requirements are met and that services contracted for and agreed upon are rendered complete.

Payment Terms

In consideration of the services described above and upon receipt of the deliverables and fulfillment of all requirements set forth herein, the State agrees to reimburse the Contractor for 50% of the cost of purchasing media up to a maximum amount of Six Thousand, Two Hundred Forty Five Dollars (\$6,245.00). Payments shall be made upon receipt of original invoices. Invoices and all supporting documentation must be received by the State no later than July 11, 2011.

Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this agreement, identified under federal tax identification number 72-0949236.

Contractual Review Approval

This Contract is not effective until approved by the Director of the Office of Contractual Review. Any alteration, variation, modification, or waiver 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.

Termination for Cause

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this agreement; provided 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 Contract shall terminate on the date specified in such notice. The 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 contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity to cure the defect.

Termination for Convenience

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

Remedies

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

Assignment

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether 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.

Auditor's Clause

It is hereby agreed that 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 accounts of Contractor that relate to the Contract.

Fiscal Funding Clause

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the Legislature. 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 appropriations for the year from exceeding the 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 that first fiscal year for which funds are not appropriated.

Term of Contract

This agreement shall begin on July 1, 2010 and shall terminate on August 15, 2011.

Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 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 contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Indemnification Clause

Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any act or omission, operation of work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

THUS DONE AND SIGNED at 12:00pm, Louisiana on the 4 day of August, 2010.

Tangipahoa Parish Convention & Visitors Bureau

WITNESSES:

Sarah Rea
[Signature]

[Signature]
Emily McKneely, Director of Sales

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 29 day of July, 2010.

Louisiana Office of Tourism

WITNESSES:

Lindsay Schmitt
Reann Bome

[Signature]
Jim Hutchison, Assistant Secretary

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 2nd day of August, 2010.

WITNESSES:

[Signature]
Amilla Deisum

Dept. of Culture, Recreation & Tourism

[Signature]
Pam Breaux, Secretary

APPROVED
Office of the Governor
Office of Contractual Review

SEP 15 2010

[Signature]
DIRECTOR

5.10

Southeast Louisiana Gumbo Partnership

Anticipated Income or Revenue

| <u>Sources</u> <i>(list all sources of revenue)</i> | <u>Amounts</u> |
|--|-----------------------|
| Southeast Louisiana Gumbo Partnership Funds | \$35,500.00 |
| DCRT, Office of Tourism | \$25,000.00 |
| CMP | \$6,245.00 |
| <u>Other resources</u> | |
| TOTAL | \$66,745.00 |

List of Southeast Louisiana Gumbo Partner and revenue contributed

| | |
|-----------------------|--------------------|
| Baton Rouge Area CVB | \$6,000.00 |
| West Baton Rouge, CVB | \$6,000.00 |
| Ascension CVB | \$6,000.00 |
| Livingston CVB | \$6,000.00 |
| Tangipahoa CVB | \$6,000.00 |
| Iberville CVB | \$2,000.00 |
| Pointe Coupee CVB | \$2,000.00 |
| St. Helena CVB | \$ 500.00 |
| East Feliciana CVB | \$ 500.00 |
| Washington CVB | \$ 500.00 |
| Total | \$35,500.00 |

Anticipated Expenses

| <u>Expense Categories</u> | <u>Total Amount</u> | <u>State Funds</u> |
|--|----------------------------|---------------------------|
| Consumer Trade Shows (Exhibit space, shipping) | \$40,466.50 | \$17,000.00 |
| Publicity Materials | | |
| Promotional Cookbook | \$15,911.00 | \$8,000 |
| Promotional USB | \$1,000.00 | \$ 0 |
| Print Media/Advertising | \$ 12,490.00 | \$6,245.00 |
| Total Use of State Appropriation | \$69,867.50 | \$31,245.00 |