

**STATE OF LOUISIANA
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 "State," or "Agency" and the Tangipahoa Parish Convention & Visitors Bureau, 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, in accordance with La R. S. 51:1255, the Louisiana Office of Tourism is mandated to assist in the expansion of tourism and the tourism industry in Louisiana and to cooperate with all governmental agencies, tourists, promotion agencies, private industry and private nonprofit associations and organizations in the promotion, advertising, and publicity of the state, including cooperative advertising, formation of local promotion groups, and other activities necessary and proper to promote tourism and economic development; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase the economic impact of the tourism industry on Louisiana through strong, effective public initiatives, the State desires to cooperate with the Contractor in planning and implementing marketing, advertising and publicity for the **Southeast Louisiana Gumbo Partnership**, a collaboration involving the design and implementation of the 2011 Tourism Marketing Plan for Southeast Louisiana; and

WHEREAS, the Southeast Louisiana Gumbo Partnership consists of Convention and Visitors Bureaus from ten (10) Louisiana parishes to include East Feliciana, Pointe Coupee, East Baton Rouge, West Baton Rouge, Iberville, Ascension, Livingston, Tangipahoa, St. Helena and Washington, a collaborative effort designed to stretch marketing and public relations dollars to promote tourism and to create and identify conducive ways to promote the historical, cultural, natural and tourism resources of the region; and

WHEREAS, based on positive outcomes from previous endeavors and projects, the organization has again collaborated to identify key markets on which to focus, in the development of the **2011 Tourism Marketing Plan** that represents the diverse group of partners, to create a well-rounded and effective marketing campaign. Feedback from potential visitors has confirmed that a regionalized approach to collaborative marketing creates a stronger presence when presented to the traveling public; and

WHEREAS, the Southeast Louisiana Gumbo Partnership will involve planning meetings, travel conventions, travel and trade shows, development of printed publicity materials, collaborative advertisements in regional and national magazines, website enhancement, FAM tours and more; and

WHEREAS, the Tangipahoa Parish Convention & Visitors Bureau has been authorized by the members of the Gumbo Partnership to act as the fiscal agent for the Gumbo Partnership and to bind the Gumbo Partnership and its individual members to the terms of this agreement, which authorization has been provided to the State prior to the execution of this agreement; and

WHEREAS, it is anticipated that the public benefit of this endeavor is to provide funding for operations and to support advertising and publicity efforts in order to maintain awareness and present a positive

image of Southeast Louisiana as a unique and desirable travel destination, which is proportionate to the obligations undertaken by the State. The State will receive recognition through publicity efforts, printed promotional materials and in related advertisements, which will benefit Louisiana's tourism economy.

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

Scope of Services

Contractor hereby agrees to furnish the following services to the State, as provided herein and in greater detail in Exhibit A, which is by this referenced incorporated herein:

Contractor shall:

- Maintain the Southeast Louisiana Gumbo Partnership for the purpose of planning and implementing the **2011 Tourism Marketing Plan** to promote the Southeast Louisiana business, travel and tourism industry under one comprehensive plan, which will include the following parishes: East Feliciana, Pointe Coupee, East and West Baton Rouge, Iberville, Ascension, Livingston, Tangipahoa, St. Helena and Washington.
- Do all things necessary to coordinate and implement plans for meetings, conventions, planning sessions, media and public relations efforts and consumer travel and trade shows.
- Coordinate the Partnership's participation in the following events/shows and publicity efforts to represent and promote the southeast region of the state:

Travel and Trade Shows

<u>Travel & Trade Shows</u>			
Date	Event	Location	Cost Estimate
<i>August 11-14, 2010</i>	<i>FMCA (Family Motorcoach Association)</i>	<i>Redmond, OR</i>	<i>\$3,300.00</i>
<i>Sept. 29-Oct. 3, 2010</i>	<i>FMCA (Motorcoach 6-state Rally)</i>	<i>Shreveport, LA</i>	<i>\$1,185.00</i>
<i>October 2-3, 2010</i>	<i>Adventure in Travel</i>	<i>New York</i>	<i>\$5,100.00</i>
<i>October 23-24, 2010</i>	<i>Adventure in Travel</i>	<i>Dallas, TX</i>	<i>\$4,825.00</i>
<i>January 15-16, 2011</i>	<i>Adventure in Travel</i>	<i>Santa Clara, CA</i>	<i>\$4,825.00</i>
<i>January 25-26, 2011</i>	<i>Canadian Snowbirds</i>	<i>South Padre, TX</i>	<i>\$4,000.00</i>
<i>March 14-17, 2011</i>	<i>FMCA, Spring Rally</i>	<i>Perry, GA</i>	<i>\$2,175.00</i>
<i>TBA</i>	<i>Travel Chicago</i>	<i>Chicago, IL</i>	<i>\$5,400.00</i>
<u>Special Projects</u>			
<i>February 10-11</i>	<i>DC Mardi Gras "Louisiana Alive"</i>	<i>Washington, DC</i>	<i>\$7,000.00</i>
<u>Total Shows</u>			\$37,810.00

Marketing Materials – Contractor shall ensure that the Southeast Louisiana Gumbo Partnership will produce **10,650 Southeast Louisiana Gumbo Cookbooks**, to be utilized as the main marketing piece for Southeast Louisiana Gumbo. They will be dispersed to consumers at each of the eight (8) planned trade shows as well as others if opportunities are made available. Promotional USB ports will be created for distribution during the D. C. Mardi Gras event. The USBs will contain photos and descriptions for the 10 participating parishes along with the inclusion of the **LouisianaTravel.com** logo.

Marketing/Advertising Efforts Sources – Consumer Publications - the Southeast Louisiana Gumbo Partnership has targeted two magazines for which to run advertisements, the Texas Monthly and Canadian Snowbird Magazine. These magazines have been effective sources for generating leads for individual tourism bureaus. Contractor shall ensure that the Gumbo group will create regional ads in an attempt to attract a larger market share of tourists/visitors. Texas Monthly is the premier magazine in our neighboring state. Canadian Snowbird Magazine reaches the northern and Canadian markets; specifically those visitors who will winter in the southern United States.

- Contractor shall acknowledge the Louisiana Office of Lieutenant Governor and Department of Culture, Recreation and Tourism, Office of Tourism as an official sponsor and supporter of the project by prominently placing the State's tourism logo **LouisianaTravel.com** on the official **Southeast Louisiana Gumbo Partnership** website with hyperlink to the State's official tourism website www.LouisianaTravel.com. Contractor shall encourage the individual Partners to do the same on individual parish websites. Instructions regarding the logo requirements are available at the State's website <http://www.crt.state.la.us/tourism/grants.aspx>.
- Contractor shall acknowledge the State's support of the Southeast Louisiana Gumbo Partnership in all broadcast announcements, media opportunities and speaking engagements and shall mention the Louisiana.Travel.com website when possible. Contractor shall insert the State's official tourism logo **LouisianaTravel.com** in all printed publicity materials created as a result of the funds provided under this agreement.
- Contractor shall submit original invoices with supporting documentation for all incurred expenditures that are being reimbursed under this agreement at least quarterly. Any request for reimbursement must be accompanied by a **Progress Report**, which report shall provide details regarding all projects, initiatives, meetings, travel and trade shows, marketing, publicity and advertising efforts, media, FAM tours and other projects and initiatives that are being carried out or in process. Contractor shall also include in the report any partnerships and leads generated as a result of public relations and marketing efforts and shall submit original copies of any publicity materials created such as the cookbook, brochures, guides or other media/publicity items that are created and paid under this agreement.
- Upon completion of all services, Contractor shall provide a **Final Report** which shall include a comprehensive listing of events and/or activities including meetings, planning sessions, marketing materials, media opportunities, travel or trade shows, FAM tours, special projects, exhibits, etc and shall submit copies of all printed materials to verify acknowledgement of State sponsorship support as a sponsor in the project and to verify production. Contractor shall also provide information regarding the effectiveness of the endeavor as it relates to the specific goals, objectives and performance measures outlined in Exhibit A of this agreement and information regarding newly developed partnerships and initiatives. Contractor agrees to submit the final report not later than **June 30, 2011**.

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 (\$25,000.00) Dollars**. Travel and other reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed separately. Charlotte Galloway, her supervisor or successor will serve as the State's Contract Monitor, and will review and verify services and information provided in the reports to ensure that the invoiced request is in compliance with the terms of the agreement prior to authorizing the release of any payment.

Upon completion of services to the reasonable satisfaction of the State, the Contractor will be reimbursed for actual expenses in the following manner:

Upon the completion of services and at least quarterly, the Contractor shall submit invoices for the full reimbursement amount being requested, and shall provide a current **Progress Report** and supporting documentation for all expenses incurred, which requests must be in accordance with the Scope of Services. Supporting documentation for expenditures shall include copies of invoices, signed agreements, canceled checks, receipts, expense logs/reports, and other documents for expenditures.

Payment is contingent upon the approval of this agreement by the Office of Contractual Review and availability of funds to meet the obligation.

Contractor is informed that no funds appropriated under Act 11 of the 2010 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the entity (e.g., a contractor, contracting party, grantee, etc.) executes a copy of the Agreement (or contract, grant, etc.) and submits to the transferring agency (e.g., CRT, LOT, OCD, etc.), for approval, a comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The transferring agency shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

In the event the Agency determines that the Contractor failed to use the funds set forth in its budget within the estimated duration of the project or failed to reasonably achieve the specific goals and objectives for the use of the funds, the Agency shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. The Contractor shall be audited in accordance with R.S. 24:513. If the amount of the public funds received by the Contractor is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The Agency shall then forward to the Legislative Auditor, the Division of Administration, and the Joint Legislative Committee on the budget, a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted no later than May 1, 2011.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number 72-0949236.

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 Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the 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 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 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 material related to this contract and/or obtained or prepared by Contractor in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at Contractor's expense at termination or expiration of this contract.

Assignment

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 Contracting Party 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

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 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 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 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 **July 1, 2010** and shall terminate on **July 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 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 judgment 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 negligent act or omission, operation or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

Amendments in Writing

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, duly signed and 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 the 21st day of October, 2010.

WITNESSES:

Department of Culture, Recreation and Tourism

Ami B. D.

Pam Breaux

Pam Breaux, Secretary

C. Deisner

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 20th day of October, 2010.

WITNESSES:

Office of Tourism

[Signature]
[Signature]

Jim Hutchinson

Jim Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT Hammond, Louisiana on the 26th day of October, 2010.

WITNESSES:

Tangipahoa Parish Convention and Visitors Bureau

Sarah Lea

Emily McKneely

Emily McKneely, Director of Sales

Dana M. Short

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Tangipahoa Parish Convention & Visitors Bureau
Contract Monitor: Charlotte Galloway

Detailed Goals and Objectives:

The Contractor will implement the **Southeast Louisiana Gumbo Partnership**, a collaborative initiative consisting of the official Convention and Visitors Bureaus from ten (10) parishes, East Feliciana, Pointe Coupee, East and West Baton Rouge, Iberville, Ascension, Livingston, Tangipahoa, St. Helena, and Washington, in a collaborative effort to market and advertise business, travel and the tourism industry in the southeast region of the State. The goal is to provide financial assistance for marketing, publicity and advertising efforts designed to draw visitors to the region to impact Louisiana tourism and economic development.

Deliverables:

Deliverables include the successful planning and implementation of the **2011 Southeast Louisiana Gumbo Partnership** in a collaborative effort, and the development and implementation of the **2011 Tourism Marketing Plan** to include meeting/planning sessions, presence at events/trade shows, FAM tours, advertising and publicity, reporting elements described in the Scope of Services, verification of acknowledgement of State sponsorship support, copies of publicity materials, adequate support documentation for all expenditures, Progress Reports, invoices and Final Reports all in compliance with the terms of this agreement.

Performance Measures:

Contractor's performance will be measured by the results derived from the marketing efforts to include: number of leads generated from participation in travel and trade shows, meetings, conventions, and marketplaces; the number of articles derived from FAM tours; itineraries, marketing tools developed to promote Southeast Louisiana at the outlined shows and events, website enhancement and Louisiana tourism inclusion, recorded observations and partnerships, tourism leads, and other opportunities generated for Louisiana tourism as a result of efforts.

Monitoring Plan:

Charlotte Galloway will serve as the State's Contract Monitor and will be responsible for ensuring that all services are performed and deliverables are completed in accordance with the terms of this agreement, in the following manner:

- Contract Monitor will review and verify services against the submitted invoice(s) prior to authorizing the release of payment to Contractor.
- Contractor will be required to submit Progress Reports and documentation for expenses, and a Final Report providing details of the events and activities, a description of the effectiveness of the initiatives in regards to stated goals, objectives and performance measures.
- Contract monitor will submit an evaluation of the Contractor's performance within 45 days of the termination date of this agreement to the Office of Management and Finance.

Utility of Final Product:

Services performed under this agreement will assist Louisiana tourism and partners in the creation of regional promotional initiatives that will benefit the entire State. This agreement complies with the Louisiana Office of Tourism's goals and objectives to increase the awareness of Louisiana's tourism resources, cultural aspects, history, recreational facilities other opportunities available for tourism traveling to include opportunities for meetings/conventions, sports, religious meetings, leisure travel, and other destinations to increase the number of event bookings in Louisiana.

“ATTACHMENT B”

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Project Budget (2010-11)

**Tangipahoa Parish Convention & Visitors Bureau
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
<u>Other resources</u>	
TOTAL	\$60,500.00

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)	\$37,810.00	\$ 11,339.00
Publicity Materials		
Promotional Cookbook	\$ 15,911.00	\$ 8,000
Promotional USB	\$ 1,000.00	\$ 0
Print Media/Advertising	\$ 5,661.00	\$ 5,661.00
Total Use of State Appropriation	\$60,382.00	25,000.00