

**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. 51:1254, the Louisiana 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, sites, attractions, accommodations, and events and is also mandated to assist local government and private sector development for the promotion of tourism; 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 in Louisiana through strong and effective public initiatives, the State desires to provide funding support to the Contractor for marketing, advertising and publicity activities initiated through the **Southeast Louisiana Gumbo Partnership (SELA)**, a collaboration developed among ten (10) southeastern Louisiana parishes to implement the **2011-2012 Tourism Marketing Plan**; and

WHEREAS, the **Southeast Louisiana Gumbo Partnership** consists of tourism representatives of Convention and Visitors Bureaus representing the parishes of East and West Feliciana, Pointe Coupee, East Baton Rouge, West Baton Rouge, Ascension, Livingston, Tangipahoa, St. Helena and Washington. Feedback from visitors and potential visitors has confirmed that a regionalized approach to marketing the area creates a stronger presence when resources are combined and presented to the traveling public; and

WHEREAS, the partners collaborate to combine and stretch marketing and public relations dollars to promote tourism in the region; with the intent on promoting historical, cultural, natural and other tourism resources. Key markets and initiatives will be identified for which to focus, taking into careful consideration the needs of each respective parish under one cohesive marketing campaign; and

WHEREAS, the Southeast Louisiana Gumbo Partnership activities will involve planning meetings, participation in travel conventions and trade shows, the creation of publicity materials, advertisements, participation in media and/or sales blitz, website enhancements, and other publicity efforts; and

WHEREAS, the Tangipahoa Parish Convention & Visitors Bureau is authorized by the members of the Southeast Louisiana Gumbo Partnership to act as the administrative coordinator and fiscal agent, to bind the partnership and

its individual members to the terms of this agreement, for the purpose of carrying out the marketing campaign; and

WHEREAS, it is anticipated that the public benefit is maintaining awareness and a positive image of Louisiana as a unique and desirable travel destination, proportionate to obligations undertaken by the State. The State will also receive recognition for its support in promotional materials, advertisements and through verbal acknowledgement. Services provided under this agreement are intended to stimulate interest in travel to Louisiana, and will benefit Louisiana's overall economy.

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

Scope of Services

Contractor shall furnish the following services as described herein and in greater detail in Exhibit A, which is by this reference incorporated herein:

Serve as the administrative coordinator and fiscal agent for the Southeast Louisiana Gumbo Partnership to plan and implement the **2011-2012 Tourism Marketing Plan**, developed to promote the Southeast Louisiana tourism industry under one comprehensive plan, incorporating marketing representation for the parishes of East and West Feliciana, Pointe Coupee, East and West Baton Rouge, Ascension, Livingston, Tangipahoa, St. Helena and Washington.

Specifically, Contractor shall provide the following services:

- 1) **Initiatives-** Coordinate and implement meetings and planning sessions to participate in travel conventions, as well as travel and trade shows. Contractor shall also develop and execute plans for promotional materials, media and sales blitz, advertisements, website enhancements, and other publicity efforts that promote the region.

Travel and Trade Shows			
Date	Name of Event	Location	Total Projected Cost
August 10-13, 2011	FMCA (Family Motorcoach Association)	Madison, WI	\$4,115.00
October 22-23, 2011	Adventure in Travel	Atlanta, GA	\$5,925.00
November 12-13, 2011	Adventure in Travel	Dallas, TX	\$5,925.00
February 7-8, 2012	Canadian Snowbirds	South Padre, TX	\$5,600.00
February 18-19, 2012	Adventure in Travel	Santa Clara, CA	\$5,925.00
March 22-25, 2012	The Good Sam RV Rally	Arizona	\$4,010.00
Media and/or Sales Blitz			
Sept. 26-28, 2011	New York Media Blitz	NYC	\$6,000.00
Spring 2012	Drive Market Sales Blitz	AL, AK, MS	\$4,000.00
Total Projects			\$41,500.00

- **New York Media Blitz** – Coordinate SELA’s hosting of a media blitz in New York, which shall promote the SELA Gumbo Partnership statewide and will incorporate invitees representing various national media outlets. USB flash drives will be created to contain information regarding tourism opportunities that are available in the Southeastern region of Louisiana.
 - **Local Media Blitz** – Ensure that SELA hosts in the spring of 2012, at least one luncheon for both travel and media representatives designed to promote tourism in the region.
 - **Sales Blitz** – Ensure that SELA engages in sales calls-targeting areas located within a 4-6 hour radius of Baton Rouge, specifically targeting the states of Alabama, Arkansas, and Mississippi. Statistics show that many leisure travelers to Louisiana travel from neighboring states because of economic factors that limit travel distance.
 - **Promotional Cookbooks** – Ensure the production of promotional cookbooks to represent the food culture of Southeast Louisiana that will be utilized as a publicity tool at travel and trade trades and well as for mail distribution when information is requested by the public.
 - **Website Maintenance/Enhancements** – Update and maintain the SELA website www.southeastlouisianagumbo.com to ensure current and relevant information and constant connections to all parishes represented on the collaborative partnership website. Contractor shall ensure prominent placement of the “**Louisiana Pick Your Passion**” logo featured as a banner ad on the SELA website, with a link to www.LouisianaTravel.com, the State’s official tourism website.
- 3) **Acknowledgement of State’s Support** – Contractor shall ensure acknowledgement of the Louisiana Office of the Lieutenant Governor and the Department of Culture, Recreation and Tourism, Office of Tourism’s support in the project by prominently placing the State’s official tourism logo “**Louisiana Pick Your Passion**” in all promotional materials as well as maintain the prominent placement of logo on the Southeast Louisiana Gumbo Partnership website www.southeastlouisianagumbo.com or www.selgumbo.com with a hyperlink to LouisianaTravel.com. Contractor shall encourage each partner to do the same on their individual parish websites. Instructions regarding the logo requirements are available at the State’s website <http://www.crt.state.la.us/tourism/grants.aspx>, and 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 **LouisianaTravel.com** website when the opportunity is presented.
- 4) **Quarterly Progress Reports** – SELA shall submit at least quarterly **Progress Reports** with original invoices noting the services provided. The Progress Report shall be accompanied by a list of activities that have been completed, as well as specific details of initiatives, meetings, travel and trade shows attended, publicity materials produced, advertising efforts, website enhancements, media blitz, and other marketing and publicity projects or initiatives. Contractor shall also submit documentation to support activities to include photographs of displays at events and signage at events, original copies of publicity materials, advertisements, brochures, and other media/publicity items that validate services. Supporting documentation for all expenses represented in the reimbursement request must also be provided with the invoice.
- 5) **Final Report** - Upon completion of all services, Contractor shall submit a **Final Report**, which shall summarize all activities including meetings, planning sessions, marketing efforts, media activities, travel or trade shows attended, FAM tours, special projects, marketing materials produced, exhibits, etc. in order that the State will have the ability to measure the effectiveness of this endeavor as it relates to the specific goals

and objectives as outlined in Exhibit A of this agreement. Contractor shall submit with the report, copies of articles generated as a result of efforts, copies of printed materials produced, photographs of events and activities, information to support increased travel activity in the region, and other documents and information that verify that goals and objectives have been achieved. Promotional pieces provided will be used to verify acknowledgement of the State's support in the project as specified above. **Contractor shall submit the Final Report not later than June 30, 2012.**

Payment Terms

In consideration of the services described above, the State hereby agrees to reimburse the Contractor up to 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 be responsible for verifying services and information provided in the reports to ensure compliance with the terms of the agreement, prior to authorizing the release of any payment.

Contractor will be reimbursed for actual expenses in the following manner:

At least quarterly, Contractor shall submit to the State a Progress Report and original invoice on the Contractor's official letterhead which shall specify the amount being requested. Contractor shall also submit supporting documentation for all expenses. Supporting documentation for expenditures shall include copies of invoices, signed agreements, canceled checks, receipts, statements, expense logs/reports, and other documents of proof for expenditures. Contractor shall also submit a **Progress Report** as specified in the Scope of Services. A Final Report must be submitted with the Final Payment request as specified in Item 5, of the Scope of Services. **The Final Report must be submitted not later than June 30, 2012.**

Payment for services is contingent upon the approval of this agreement by the director of the Louisiana Division of Administration, Office of Contractual Review and availability of funds to fulfill the requirements of the obligation.

Contractor is informed that no funds appropriated under Act 11 of the 2011 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 Agency 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 funds, including measures of performance. The Agency shall submit this Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

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

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 in accordance with La. R. S. 24:513, 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 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 **August 1, 2011** and shall terminate 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 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, 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 Louisiana Division of Administration, Office of Contractual Review.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 20th day of September, 2011.

WITNESSES:

DEPARTMENT OF CULTURE, RECREATION AND TOURISM

[Signature]
[Signature]

[Signature]
Jim Hutchinson, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 21st day of September, 2011.

WITNESSES:

[Signature]
Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

[Signature]
[Signature]

THUS DONE AND SIGNED AT Hammond, Louisiana on the 22nd day of September, 2011.

WITNESSES:

TANGIPAHOA PARISH CONVENTION AND VISITORS BUREAU

[Signature]
Emily McKneely, Director of Sales

[Signature]
[Signature]

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 serve as the Administrative Coordinator and Fiscal Agent, responsible for ensuring the implementation of services in regards to the **Southeast Louisiana Gumbo Partnership**, a collaborative initiative consisting of Convention and Visitors Bureaus from ten (10) parishes, East and West Feliciana, Pointe Coupee, East and West Baton Rouge, Ascension, Livingston, Tangipahoa, St. Helena, and Washington, in a collaborative effort to market and advertise the tourism industry in the southeast region of Louisiana. The goal is to provide financial assistance for marketing and publicity efforts designed to draw visitors to the region, to positively impact Louisiana's overall economy and tourism industry for economic development purposes.

Deliverables:

Deliverables include successful planning and implementation of the **2011- 12 Tourism Marketing Plan**, which shall include meetings/planning sessions, attendance at travel and trade shows, hosting of media blitz, publicity efforts, website maintenance/enhancements, production of cookbook (publicity tool) and other initiatives to promote the region. Other deliverables include documented proof of acknowledgement of the State's support in the project, copies of publicity materials, photos of activities, Progress Reports, the Final Report and adequate support documentation for all expenditures represented on the invoice 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 travel and trade shows attended, meetings, conventions, feedback provided on initiatives, number of articles derived from publicity efforts, advertisements, quality of marketing tools developed, website enhancements, and amount of recognition that Louisiana tourism receives on websites and in printed promotional materials. Performance will also be measured by the submission of adequate documentation for expenses and by the relevance of information that is provided in the Final Report to support the achievement of the goal to increase travel within the State.

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 shall:

- Review and verify services against the submitted invoice(s) prior to authorizing any the release of payment.
- Review the Progress Reports, the Final Report and supporting documentation for expenses to ensure compliance with the agreement and the achievement of the stated goals and objectives.
- Complete and submit a Performance Evaluation to the DCRT, Office of Management and Finance within 45 days of the completion of services or the termination of this agreement as per administrative policy.

Utility of Final Product:

Services performed under this agreement will assist the Office of Tourism and parish partners in promoting awareness of Louisiana as a unique and desirable tourism travel destination. Contractor will promote Louisiana's history, tourism resources, cultural aspects, recreational facilities other opportunities and services, as well as provide opportunity for partners to coordinate and attend planning meetings/conventions, and participate in

leisure travel and trade shows. Contractor also will produce and distribute publicity pieces designed to promote Louisiana to the public to increase the number of visitors/travelers to the state.

“ATTACHMENT B”

Project Budget (2011-12)

**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>	0.00
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
West Feliciana 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>Amount</u>	<u>State Funds</u>
Consumer Trade Shows & Media/Sales Blitz (Includes cost for exhibit space, shipping needs)	\$41,500.00	\$ 15,000.00
Marketing/Publicity Materials		
Promotional Cookbook /Advertisements	\$ 15,000.00	\$ 8,000.00
Promotional USB Flash Drives	\$ 3,000.00	\$ 2,000.00
Website	\$ 1,000.00	
Total Use of State Appropriation	\$60,500.00	\$5,000.00