

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF TANGIPAHOA

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT ("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 Gumbo")**, a collaboration developed among ten (10) southeastern Louisiana parishes to implement the 2013-2014 Tourism Marketing Plan ("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 SELA Gumbo partners collaborate to combine and stretch marketing and public relations dollars to promote historical, cultural, natural and other tourism resources in the region. The Marketing Plan developed by the partners is research-based, and consists of advertising and other promotional efforts that target potential tourists in specific markets, that is carried out in a cost-efficient and comprehensive partnership to more effectively increase the impact of tourism in southeast Louisiana; 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, and to bind the partnership

and the individual members to the terms of this Agreement; for the purpose of carrying out the Marketing Plan; 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 obligations undertaken by the State. The State will also receive recognition for its support in promotional materials, advertisements, and through verbal acknowledgement. Activities funded through this Agreement are intended to stimulate interest in travel to Louisiana, and will benefit Louisiana's overall economy; and

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 Attachment A, which is by this reference incorporated herein:

Serve as the administrative coordinator and fiscal agent for the SELA Gumbo to plan and implement The Marketing Plan, developed to promote the Southeast Louisiana tourism industry under one comprehensive plan as follows:

Contractor shall:

1. **Administrative Responsibilities** – Coordinate planning, implementation, and facilitation of planning meetings, training sessions, participation in tourism events/activities, media and industry luncheons and/or receptions, etc., to encourage industry support and public buy-in to promote the area and Louisiana's overall tourism assets.
2. **Fiscal Responsibilities** – Ensure financial accountability for spending in compliance with the Budget (Attachment B), and coordinate, secure, and submit documentation for expenses to the State to verify expenses.
3. **Participation in Consumer Travel/Trade Shows** – Coordinate activities to plan, coordinate and execute participation in consumer travel and trade shows on the local, state, and national as follows:
 - a) Coordinate plans with SELA Gumbo participants to attend consumer travel and trade shows to work booths and to participate in other publicity settings to promote the region and state;
 - b) Coordinate and facilitate mailing and shipping needs for participation in consumer travel and trade shows;
 - c) Coordinate and facilitate exhibit presentations (signage, decorations, information/material display) at consumer travel and trade shows;
 - d) Encourage SELA Gumbo participants to compile, provide, and exchange information regarding southeast Louisiana tourism assets and resources, as well as statewide tourism assets to stay informed regarding Louisiana's overall tourism assets and opportunities.
4. **Provide Opportunities for State Involvement** - Provide opportunities for the Lieutenant Governor, staff of the Office of the Lieutenant Governor, or the staff of the Office of Tourism to attend and participate in any major event/activity, particularly those involving media relations.

5. **Promotional Motorcycle Brochures** – Produce the Southeast Regional Motorcycle brochure that is creatively designed to represent the recreational benefits and cultural aspects of motorcycling in the southeast region of Louisiana. The brochure will be used as a publicity tool to be distributed at travel and trade shows, and for public information, as a mailing piece to show tourism sites and attractions.
6. **Promotional Cookbooks** – Revise, produce, and distribute 15,000 promotional cookbooks that represent the food culture of southeast Louisiana, to be utilized as a public information tool for distribution at travel and trade shows and mailings.
7. **Amtrak Media Mission** – In partnership with Amtrak the media mission will include Whistle Stops in Houston, San Antonio and Los Angeles. Media will be invited to receptions hosted by the SELA Gumbo and Amtrak at restaurants in their respective cities, to provide information regarding Louisiana tourism assets, events and opportunities, including sites of interest in Southeast Louisiana.
8. **Prominent Recognition of the State’s Contributions and Support** – Contractor shall ensure that SELA Gumbo partners acknowledge the State’s support of Southeast Louisiana Gumbo Partnership initiatives, events and activities in the following manner:
 - a) Ensure that SELA Gumbo partners who participate in consumer travel and trade show events acknowledge the State’s support at booth exhibits by prominently displaying the State’s Official Louisiana Tour Guide and other promotional items that are available to promote the State’s overall tourism industry;
 - b) Ensure that State’s official tourism logo “**Louisiana Pick Your Passion**” is prominently displayed in print media/advertisements, area promotional brochures, and on other publicity items that are being distributed at events and activities by SELA Gumbo partners;
 - c) Verbally acknowledge the State’s support in broadcast announcements, media opportunities and at speaking engagements; and SELA Gumbo partners shall mention the **LouisianaTravel.com** website in news releases, public media and other publicity settings when opportunities are available;
 - d) Prominently display Louisiana tourism signage with the appropriate “**Louisiana Pick Your Passion**” logo at booth exhibits, and include the **LouisianaTravel.com** link (when possible) at events that are sponsored by the State; and
 - e) Prominently insert Louisiana’s official tourism logo on current and active **Southeast Louisiana Gumbo Partnership** websites (homepage), including www.southeastlouisianagumbo.com and www.selgumbo.com with hyperlinks to www.LouisianaTravel.com. Encourage SELA Gumbo partners and parishes in and near the region to do the same.

Instructions regarding the use of the State’s official tourism logo and requirements are available at the State’s website <http://www.crt.state.la.us/tourism/grants.aspx>.

Reporting

Progress Reports – At least quarterly and when requesting any payment, Contractor shall submit to the State a Progress Report listing and detailing activities that have taken place, and shall submit a detailed Summary of Outcomes (see Attachment C) for each consumer travel or trade show attended. Progress Reports must be accompanied by supporting documentation of activities.

Final Report- Upon completion of all services, Contractor shall submit a summarized **Final Report** of all activities, providing an analysis of the outcome of this endeavor. Contractor must take into careful consideration

the accomplishment of the stated goals and objectives, and measures of performance, as listed in Attachment A.

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 expenses constitute part of the total maximum payable and shall not be paid or reimbursed separately. Jack Warner, Deputy Assistant Secretary of the Office of Tourism, or his designee, 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: 1) a **Progress Reports** as specified above, 2) an original invoice on the Contractor's official letterhead, listing deliverables provided as per Attachment A, 3) Summary of Outcomes (Attachment C) as a result of participation in consumer travel and trade shows and the media mission, and 4) supporting documentation for budgeted expenses, which may include copies of invoices, registration confirmations, signed agreements, canceled checks, receipts, financial statements, expense logs/reports, and other financial documents. A **Final Report** must be submitted not later than **June 30, 2014**.

Payments are contingent upon the approval of this Agreement by the director of the Louisiana Division of Administration, Office of Contractual Review and the availability of funds.

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 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 the Contractor defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the State in accordance with the State's terms.

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 72-0834212.

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 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 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 Agreement. All records, reports, documents, or other material related to this Agreement 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 Agreement.

Assignment

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 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

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 Agreement.

Fiscal Funding Clause

The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement by the legislature. 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 Agreement

This Agreement shall begin on **July 1, 2013** and shall terminate on **July 15, 2014**.

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 Agreement 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 Agreement.

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, 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 30th day of July, 2013.

WITNESSES:

DEPARTMENT OF CULTURE, RECREATION AND TOURISM

[Signature]
[Signature]

Kyle Edmiston 7/30/13
Kyle Edmiston, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 31st day of July, 2013.

WITNESSES:

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

THUS DONE AND SIGNED AT Hammond, Louisiana on the 6th day of August, 2013.

WITNESSES:

TANGIPAHOA PARISH CONVENTION & VISITORS BUREAU

[Signature]
[Signature]

[Signature]
Emily McKneely, Director of Sales

ATTACHMENT A

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

Goal: The goal for this endeavor is the promotion of tourism in the southeastern areas of the state through the implementation of the Southeast Louisiana Gumbo Partnership's 2013-2014 Tourism Marketing Plan.

Objectives: The State's objective is to provide financial assistance for marketing and publicity efforts that are designed to draw visitors to the southeast region of the state, to positively impact Louisiana's overall economy and tourism industry for the purpose of economic growth. Contractor shall engage in the following activities/projects:

Travel and Trade Shows			
Date	Name of Event	Location	Total Projected Cost
July 22-26, 2013	Amtrak Media Mission	Houston, San Antonio & Los Angeles	\$10,000.00
October 3-5, 2013	AARP Fall	Atlanta, GA	\$4,500.00
November 2-3, 2013	Adventures in Travel	Dallas, TX	\$4,500.00
Spring 2014	FMCA Spring 2014	TBA	\$3,200.00
January 2014	Snowbird Show	McAllen, TX	\$3,500.00
January 11-12, 2014	Adventures in Travel	Rosemont, IL	\$4,500.00
January 25-26, 2014	Adventures in Travel	Santa Clara, CA	\$5,000.00
Spring - May 2014	AARP Spring	TBA	\$4,500.00
Southeast Regional Motorcycle Brochure	20,000 copies		\$5,000.00
Reprint Cookbook	15,000 copies		\$18,000.00
TOTAL			\$62,700.00

Deliverables include: documented proof of successful implementation of the Marketing Plan, to include; 1) quarterly Progress Reports as specified, 2) Summary of Outcomes (Attachment C) after participation in travel/trade shows and the media mission, 3) at least three (3) copies of the promotional cookbook, 4) copy of the Southeast Regional Motorcycle brochure, and 5) documentation showing that the State logo was prominently inserted in publicity materials developed and distributed for SELA Gumbo partners, 6) photos of State signage hung and the State's Official Tour Guides were displayed at consumer/travel and trade shows funded by the State,

8) copies of media clippings that acknowledge the State's support, 9) documentation for expenses in compliance with the budget, Attachment B, and 10) a summarized Final Report noting the achievement of goals and objectives noted above.

Performance Measures: the Contractor's performance will be measured by the results derived from the marketing efforts such as: 1) number of travel and trade shows, meetings, tourism events, conventions/conferences attended, 2) added number of tourism activities initiated through the SELA Gumbo Partnership as a result of marketing activities, 3) number of leads generated, as reported in the Summary of Outcomes, 4) number of articles derived from publicity efforts (to be provided with reports), and quality of content, 5) increase in inquiries reported that resulted for distribution of promotional materials, 6) quality of the brochures and cookbooks submitted as promotional material/tools, 7) quality and amount of recognition that Louisiana receives on websites and in printed promotional materials, 8) ability of the Contractor to provide adequate documentation for activities and expenses, 9) ability to provide a relevant analysis of the outcome of the project in the Final Report, showing the achievement of the goal and objectives.

Monitoring Plan:

Jack Warner, Deputy Assistant Secretary of the Office of Tourism, or his designee, supervisor, or successor will serve as the State's Contract Monitor and will ensure that all services are performed and benefits are received in accordance with the terms of this Agreement, as follows:

Contract Monitor shall:

- Maintain any necessary communication with the Contractor to ensure progress.
- Review and verify submitted documentation for services, and invoice(s) to ensure compliance with the terms of the Scope of Service and Budget, prior to authorizing any release of payment.
- Review each Progress Report and the Final Report to ensure the achievement of the goal 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.

Utility of Final Product: The activities undertaken, services performed, and promotional benefits provided to the State under the terms of this Agreement will assist the Office of Tourism and SELA Gumbo partners in promoting awareness of Louisiana as a unique and desirable tourism travel destination. The Contractor will ensure that the SELA Gumbo partners collaborate in marketing and publicity efforts to promote Louisiana tourism assets in southeast Louisiana and statewide, with the ultimate goal of increasing the number of visitors/travelers to the state, which supports the expansion of tourism and the state's economy.

“ATTACHMENT B”

Project Budget (2013-14)

**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 (Reserve from 2012-13)</u>	\$ 2,200.00
TOTAL	\$62,700.00

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>Total Cost</u>	<u>State Funds</u>
Consumer Trade Shows (Includes cost for event registrations, exhibit space, shipping needs)	\$29,700.00	\$25,000.00
AARP, Atlanta, GA	\$4,500.00	
Adventures in Travel, Dallas, TX	\$4,500.00	
FMCA, TBA (Spring 2014)	\$3,200.00	
Snowbird Show, McAllen, TX	\$3,500.00	
Adventures in Travel, Santa Clara, CA	\$5,000.00	
Adventures in Travel, Chicago, IL	\$4,500.00	
AARP, TBA (May 2014)	\$4,500.00	
AmTrack Media Mission	\$10,000.00	
Southeast Region Motorcycle Brochures	\$5,000.00	
Reprint Promotional Cookbook	\$18,000.00	
Total Use of State Appropriation	\$62,700.00	\$25,000.00

ATTACHMENT C
Consumer Travel/Trade Show
Summary of Outcomes

Name of Organization: Tangipahoa Parish CVB (SELA GUMBO Partnership)

Name of Event: *(Consumer Travel/Trade Show, etc.):*

Event Location *(city, state):*

Date(s) of Event:

Was the Event done in conjunction with CVBs or other Community Partners?

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

Nature of Event *(trade/consumer show):*

Estimated Overall Attendance:

Number of Scheduled Meetings:

Number of Leads Generated:

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

List panels/discussions attended and/or participated in:

Was the booth location adequate?

Was LOT signage hung at the event?

Was publicity materials distributed? If so, what?

Were the logistics involved in setting up the booth good/adequate/poor?

Did attendees sign up to receive follow – up information?

Tangipahoa Parish CVB (SELA GUMBO Partnership) Goal and Objectives for Attending:

Were goals achieved? Explain:

Were Objective(s) met? Explain:

Summary of Actions/Outcomes: *Please address whether the event met the expectations and objectives.*

Print Name

Signature

Date

Supplemental information to be submitted:

1. Copy of the Tangipahoa Parish CVB (SELA GUMBO Partnership) booth registration
2. Photos of the booth display, showing LOT signage
3. Supporting documentation such as list of leads, sign-in sheets, programs from events, copies of registration confirmations, and copies of promotional materials, etc.

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

Agency/Program: DCRT, Office of Tourism

Recipient: Tangipahoa Parish 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	7-30-13 _____ Date
 _____ Appointing Authority	7/30/13 _____ Date