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DCRT-07-11-29
CFMS 698532

**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 the "State," and the New Orleans Metropolitan Convention and Visitors Bureau, 2020 St. Charles Avenue, New Orleans, LA 70130 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 Department of Culture, Recreation and Tourism also referred to as the "Office" was established for the purpose being responsible for the design, plan, development, and implementation of the effective and accurate promotion of Louisiana's history, culture, art, folklife, recreation and leisure opportunities, natural and science resources, transportation, cuisine, site, attractions, accommodations and events; and

WHEREAS, in accordance with La R. S. 51:1255, the Office is to invite visitors from this nation and foreign countries to visit Louisiana and conduct ongoing promotional campaigns of information, advertising, and publicity to create and sustain an image and understanding of Louisiana and the development of a program to entice, educate and facilitate visitations regarding tourism resources; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase the economic impact of tourism on Louisiana through strong, effective public initiatives, the State desires to cooperate with the Contractor to create economic and tourism development opportunities for the State by co-hosting the opening reception for the 2010 United States Tour Operators Association Conference and Marketplace to be held in New Orleans, Louisiana December 8-12, 2010; and

WHEREAS, the mission of the New Orleans Convention and Visitors Bureau is to increase visitation to and awareness of the New Orleans/Louisiana tourism product, thereby enhancing economic impact; and

WHEREAS, the United States Tour Operators Association (USTOA), a professional association representing the tour operator industry, is composed of companies whose tours and packages encompass the entire globe and whose member companies are responsible for the majority of tours and vacation packages sold by travel agents in the United States, and

WHEREAS, this event affords tremendous opportunity to expose Louisiana's tourism resources and will assist in promoting the rich history, culture, cuisine and sites of Louisiana in a formal, informative, fun and entertaining environment; and

WHEREAS, it is anticipated that approximately 650 travel professionals will attend the conference; and

WHEREAS, this endeavor will continue to address the State's goal of maintaining the State of Louisiana as a unique and desirable travel destination, and the State will receive recognition for its tourism resources through this effort; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of the state as a desirable travel destination is proportionate to the obligations undertaken by the State, and will benefit the Louisiana economy and tourism industry.

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

Scope of Services

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

1. Publicize and host the December 2010 United States Tour Operator Association Conference and Marketplace December 8-12, 2010.
2. Provide an opportunity for the Louisiana Office of Lieutenant Governor and/or the Department of Culture, Recreation and Tourism, Office of Tourism to address and welcome the conference attendees at the opening reception December 10, 2010.
3. Acknowledge the State's sponsorship and support by prominently inserting the Department of Culture, Recreation and Tourism (CRT), and Office of Tourism logo **LouisianaTravel.com** on printed publicity materials and shall provide a banner ad logo and hyperlink online to promote Louisiana tourism in information regarding the opening reception. The logo can be found on the State's website at <http://www.crt.state.la.us/tourism/grants.aspx>.
4. Provide a "host committee table" to be used for dissemination of the Louisiana Tour Guide and/or other information including brochures and printed materials provided by the state which highlight the State's tourism resources and attractions.
5. Contractor hereby agrees to acknowledge the support of the Department of Culture, Recreation and Tourism, Office of Tourism (CRT) and the Office of the Lieutenant Governor (OLG) in news conferences, news releases and other publicity events as sponsor of the opening reception and shall mention the state and/or prominently place the **www.LouisianaTravel.com** website on printed materials and the Contractor's website where possible.
6. Provide Louisiana musicians to perform throughout the Welcome Reception.
7. Provide all food, drinks, décor, foliage, backdrops, signage, tables, chairs, linens, audio-visual equipment, etc. required to host approximately 700 attendees at the opening reception;

Contractor agrees to submit a **Final Report** at the conclusion of the event providing details of all activities, which shall include but is not limited to details of the conference and tours, a description of the effectiveness of this endeavor as it relates to the specific goals, objectives and performance measures outlined in this agreement (described in Exhibit A). Contractor shall also provide documentation of acknowledgement of the State's sponsorship by providing copies of printed materials to include copies of publications, itineraries, articles, and other items produced to publicize the opening reception and shall provide a list of conference participants, the total estimated attendance and economic statistics regarding the estimated economic impact to include the number or room stays at hotels that resulted from the conference, the impact on restaurants, retail establishments and other New Orleans businesses. Contractor agrees to submit the final report with invoice after completion of the event, but no later than January 25, 2011.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**. Travel and other reimbursable expenses constitute part of the total maximum payable under this agreement and will not be paid or reimbursed separately. Payment will be made only on approval of the State's Contract Monitor, Misty Velasquez, her supervisor, successor, or designee, who will review submitted documents and verify services prior to authorizing the release of payment.

If progress and/or completion to the reasonable satisfaction of the State are obtained, payments shall be disbursed as follows:

Upon satisfactory completion of all services according to the terms of the Scope of Services, Contractor shall submit the **Final Report**, an original invoice on organization letterhead for the full payment amount of \$15,000.00. The invoice shall note the services performed. Contractor shall also provide adequate supporting documentation for expenses in accordance with the Budget, Exhibit B. Documentation may include copies of invoices, receipts, signed agreements, or work acquisitions, etc. All deliverables must be complete and the invoice must be submitted to the State no later than January 25, 2011.

Payment is also contingent upon the approval of this agreement by the Louisiana Division of Administration, Office of Contractual Review and the availability of funds.

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, it shall be required to repay the state in accordance with the terms specified by the state.

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 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 its 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. Contractor shall be audited in accordance with R.S. 24:513. If the amount of the public funds received by the Agency 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 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 if applicable from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation, identified under Federal tax identification number 72-0540607.

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 the 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

Other than the brochures and printed materials referenced on page 2, Scope of Services, 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 auditors shall have the option of auditing all records and 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. 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 **November 1, 2010** and terminate on **February 28, 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 part 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 Nov 12 2010.

WITNESSES:

Department of Culture, Recreation
and Tourism

Lindsey Schmidt

Pam Breaux

Pam Breaux
Secretary

C. D. Bessner

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on Nov 5 2010.

WITNESSES:

Office of Tourism

Lindsey Schmidt

Jim Hutchinson

Jim Hutchinson
Assistant Secretary

[Signature]

THUS DONE AND SIGNED AT New Orleans, Louisiana on Nov 17 2010.

WITNESSES:

New Orleans Convention & Visitors Bureau

[Signature]
Ashley Perry

Stephen J. Perry
Stephen J. Perry, President

APPROVED
Office of the Governor
Office of Contractual Review

DEC 30 2010

Sandra G. Gilen
DIRECTOR

EXHIBIT A

Agency Name: DCRT, Office of Tourism
Contractor's Name: New Orleans Metropolitan Convention & Visitors
Bureau
Contract Monitor: Misty Velasquez

Brief Description of Services:

Contractor shall host the United States Tour Operator's Conference and Marketplace to be held in New Orleans December 8-12, 2010 and shall use this opportunity to promote Louisiana and its tourism resources, presenting the state as a unique and desirable travel destination. The State will receive tourism publicity, media coverage and recognition of its sponsorship.

Detailed Goals and Objectives:

The goal is to use the opportunity to promote the city of New Orleans and the state of Louisiana as a desirable tourism travel destination. Attendees of the conference are members of USTOA, professional association representing the tour operator industry, composed of companies whose tours and packages encompass the entire globe and whose member companies are responsible for the majority of tours and vacation packages sold by travel agents in the United States.

Deliverables:

Deliverables include all items listed under the Scope of Services, including the successful completion of the conference, State recognition for its sponsorship online and in printed materials associated with the conference, speaking opportunity and other tourism publicity, the invoice, and the detailed **Final Report** of services.

Performance Measures for this Project:

The Contractor's performance will be measured by the economic impact based on information provided in the final report, to include the number of conference participants and by the tourism publicity that resulted for the City of New Orleans and State regarding tourism resources. Should published information be provided by the United States Tour Operators Association, Contractor agrees to submit such articles to the state for information purposes.

Monitoring Plan:

Misty Velasquez, her designee, supervisor or successor will serve as the State's Contract Monitor and will ensure that services and deliverables are completed according to the terms of the agreement. Contractor Monitor shall:

Review and verify services to ensure that the goals, objectives have been met, using the information provided in the Final Report.

Review the invoice request to insure compliance with the Payment Terms prior to authorizing the release of payment to Contractor.

Prepare and submit a Contract Performance Evaluation and submit to the Office of Management and Finance within 45 days of the completion of services or the termination or expiration of agreement..

Utility of Final Product:

Services provided under this agreement support the State's marketing efforts to increase

awareness of Louisiana as a desirable travel destination. The mission of the agency is to invite potential tourists, both domestic and international, to visit Louisiana and to return to the state for future visitations, hereby serving to promote and assist in the expansion of the Louisiana tourism industry. In compliance with the agency's goals and objectives, the activities performed in connection with this agreement will assist in increased visitor awareness of tourism resources in Louisiana and stimulate visitor travel to and spending in Louisiana.

Exhibit B

PROJECTED BUDGET

New Orleans Metropolitan Convention and Visitors Bureau

2010 United States Tour Operator Association Conference & Marketplace

Anticipated Income and Revenue

| <u>Income</u> | <u>Amounts</u> |
|--|--------------------|
| New Orleans CVB | \$ 35,000.00 |
| Sponsorship, Louisiana Office of Tourism | \$15,000.00 |
| Other Sponsorships (Delta, Starwood, New Orleans Sheraton) | \$35,000.00 |
| Participant Fees | \$ 6,000.00 |
| Total Anticipated Expenses | \$91,000.00 |

Anticipated Expenses

| <u>Expense Categories</u> | <u>Total Amount</u> | <u>State Contribution</u> |
|---|---------------------|---------------------------|
| Advertising /Publicity | \$ | \$ |
| Website Publicity | \$ | \$ |
| Participant Packages /supplies | \$ 2,000.00 | \$ 2,000.00 |
| Set-up/Production charges (Sound systems, lighting, etc. | \$ 4,000.00 | \$ 4,000.00 |
| Decorations | \$ 22,000.00 | \$ |
| Catering Services | \$ 52,000.00 | \$ |
| Entertainment | \$ 10,000.00 | \$ 9,000.00 |
| Clean-up | \$ | \$ |
| Acquisitions | \$ | \$ |
| Other Charges (list) | \$ | \$ |
| Professional & Contract Services (<i>Disclose Subcontractors</i>) | \$ | \$ |
| TOTAL EXPENSES | \$ 91,000.00 | \$15,000.00 |

Budget categories represent only sample line item charges and should be adjusted based on actual anticipated expenses.