



**STATE OF LOUISIANA**

**COOPERATIVE ENDEAVOR AGREEMENT**

**DEPARTMENT OF CULTURE, RECREATION AND TOURISM, OFFICE OF TOURISM  
AND  
FESTIVAL INTERNATIONAL DE LOUISIANE**

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Department of Culture, Recreation and Tourism, Office of Tourism of the State of Louisiana, hereinafter referred to as "State" and/or "Agency," and Festival International de Louisiane, Inc., domiciled at 735 Jefferson Street, Suite 205, (P. O. Box 4008) Lafayette, Louisiana, 70501; and whose mailing address is P. O. Box 4005, Lafayette, LA 70502, hereinafter referred to as "Contractor."

**WITNESSETH:**

1.0 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

1.1 WHEREAS, in accordance with La. R.S. 51:1254, the 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 science resources, transportation, cuisine, sites, attractions, accommodations, and events and the Office of Tourism is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

1.2 WHEREAS, in April of 2010, the Governor of the State of Louisiana issued Proclamation No. 20 BJ 2010, extended by Proclamation No. 37 BJ 2010 declaring a State of Emergency in regards to the BP - Deepwater Horizon Oil Spill and under this proclamation Section 1 declared, "Pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act, R. S. 29:721, et seq., a state of emergency is declared to exist in the State of Louisiana as a result of the potential impact of oil leaking from the Deepwater Horizon along the Louisiana coast which has created emergency conditions that threaten the natural resources of the State, and the economic livelihood and property of the citizens of the State"; and

1.3 WHEREAS, in an agreement dated June 1, 2010, BP Exploration & Production, Inc. provided a \$15M grant to the DCRT to be used toward addressing tourism concerns in Louisiana resulting from the explosion at the Deepwater Horizon Oil Rig in the Gulf of Mexico on April 20, 2010 and the resulting oil spill (the "Event"); and

1.4 WHEREAS, the agreement specified that the BP grant shall be used by DCRT to promote tourism in the State in a manner designed to alleviate or mitigate concerns resulting from the Event; provided for the avoidance of doubt, that the physical location for events promoting such tourism shall not be restricted so long as such events have the purpose and effect of alleviating or mitigating tourism-related concerns in the coastal areas of Louisiana affected by the Event; and

1.5 WHEREAS, the Deepwater Horizon Oil Spill "Event" has negatively impacted public perception of Louisiana's tourism industry, the availability of nature-based tourism resources and the quality and

availability Louisiana seafood; all factors that draw tourists to Louisiana. The Louisiana Department of Natural Resources' 2010 Science-Based Recommendation Coastal Zone Inland Boundary (including Coastal Use Permit Management Area, Intergovernmental Coordination Area, and the Watershed Planning Area) includes all or a portion of 34 parishes, including Lafayette, whose tourism economy relies heavily of positive public perception of Louisiana seafood and nature-based tourism resources; and

1.6 WHEREAS, Festival International de Louisiane is a community-based non-profit organization that formed in 1986 to produce an annual visual performing arts festival to celebrate the culture and heritage aspects of southern Louisiana, with a focus on French, African, Caribbean and Hispanic influences; and

1.7 WHEREAS, the State desires to support the Contractor in the implementation of **Festival International de Louisiane**, a five-day culture and heritage celebration of the traditions of southwest Louisiana and the cultural, as well as ancestral connections to fifty-five countries and/or regions that make up the Francophone world, which is scheduled to be held **April 27 – May 1, 2011** in Lafayette, Louisiana. The Festival is considered the largest FREE Francophone (French speaking) event in the U. S. and highlights the connections between Acadiana and the Francophone worlds; and

1.8 WHEREAS, attendance for the year 2010 was estimated at 375,000, therefore the event is a major economic driver for tourism in the area and state. The anticipated attendance for this year is estimated at 400,000 plus. Participants will include in-state travelers (62%), regional travelers (25%), national travelers (7%), and international travelers (6%); and

1.9 WHEREAS, Festival International de Louisiane has traditionally been a successful economic stimulus for Louisiana. The festival is promoted in major markets through print ads, electronic ads, radio spots, television PSAs, blogs, social networks, national and international magazine publications, weekly newsletters and internet marketing. The marketing and media plan submitted for associated advertisements and publicity, indicates the potential to reach more than 5,000,000 individuals leading up to the event; and

1.10 WHEREAS, the public purpose of this endeavor is to capitalize on opportunities made available through associated advertising and publicity to promote important segments of Louisiana's tourism industry that were affected by the Oil Spill, including the Louisiana's seafood industry and nature-based tourism assets. The benefits will include (a) increased opportunities to maintain awareness and a positive image of Louisiana as a unique and desirable travel destination, (b) increased public awareness of the quality, safety, and availability of Louisiana seafood, (c) increased visitation to Louisiana to experience cultural aspects of tourism, an economic driver for the region, and (d) promotion of the State's official tourism website LouisianaTravel.com in advertisements and other publicity and promotional materials. The benefits derived are proportionate to obligations undertaken by the State.

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

#### SCOPE OF SERVICES

- 2.1 Contractor shall utilize the five-day culture and heritage celebration of **Festival International de Louisiane** as an opportunity to mitigate and alleviate tourism related concerns resulting from the Deepwater Horizon Oil Spill in the Gulf, by incorporating positive messages into publicity efforts regarding the state of tourism in Louisiana, particularly focusing on promoting the safety and availability of Louisiana seafood, culture and tourism assets of the state, and nature-based tourism opportunities that are available to visitors, with a focus on the coastal areas while promoting and implementing the activities

of the Festival scheduled to be held **April 27 – May 1, 2011** in Lafayette, Louisiana in the following manner:

**Contractor shall:**

- 1) Work with media to develop positive messages regarding the Louisiana Seafood Industry to send a message that Louisiana is still a great place to enjoy seafood and outdoor recreation.
- 2) Plan, organize, and implement activities at the Festival International de Louisiane that will focus on promoting seafood, culture, tourism assets, and nature-based tourism opportunities.
- 3) Ensure complete fiscal accountability to the State for all funds that are used to support activities and publicity efforts that are associated with mitigating and alleviating tourism-related concerns as per the BP agreement.
- 4) Incorporate collaborative efforts with a variety of tourism partners to provide accurate information to the public regarding the state of Louisiana seafood, cultural aspects, and nature-based tourism opportunities that are available across the state and particularly the coastal areas of the state.
- 5) Provide speaking opportunities for the Louisiana Office of the Lieutenant Governor and/or the Department of Culture, Recreation and Tourism to represent the Louisiana tourism industry in publicity and media opportunities.
- 6) Include the prominent placement of the official Louisiana tourism logo with link to **www.LouisianaTravel.com** on the Contractor's official website **www.festivalinternational.com** and other prominent websites used to promote the event.
- 7) Provide the State with the list of sponsors, media and other partners that assisted with the event, providing the organization name, contact person, phone, email and address in order to have the ability to correspond with participants and supporters regarding tourism-related opportunities.
- 8) Recognize the Louisiana Office of the Lieutenant Governor and the Office of Tourism as partner and supporter in all publicity efforts including press releases, speaking opportunities, media coverage, broadcast promotions and printed materials, and shall acknowledge the **LouisianaTravel.com** website when possible
- 9) Upon the conclusion of the event, Contractor shall provide to the State a **Final Report** of the details of the event to include advertising and publicity efforts, media coverage, list of activities that support the goals and intent to promote seafood and nature-based tourism, list of media outlets, sponsors, partnerships, and a detailed financial accounting of all expenditures used under the terms of this agreement. Contractor shall also provide photos of the event, copies of articles, publicity materials, press releases, etc. and shall include the estimated attendance, the estimated economic impact and any available data or statistics regarding the profitability of the event as it relates to hotel, restaurant and retail revenue. **Contractor shall submit the Final Report not later than June 30, 2011.**

### PAYMENT TERMS

3.1 In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **FIFTY THOUSAND (\$50,000.00) AND NO/CENTS**. Payments will be made only on approval of the State's Contract Monitor, Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor or successor.

Upon the completion of services to the reasonable satisfaction of the State, payments shall be disbursed as follows:

Upon completion of all activities in accordance with the terms of this agreement, Contractor shall submit an original invoice and the **Final Report** with supporting documentation for expenditures, which shall not exceed the total maximum payable of Fifty Thousand Dollars (\$50,000.00). Supporting documentation for expenditures shall include but is not limited to copies of expense logs/reports, requisitions, signed commitments or agreements for services, invoices, and other documents of proof, submitted in accordance with the attached Budget. Invoice requests must be made on the organization's letterhead and all services and deliverables including the **Final Report** and invoice must be submitted no later than **June 30, 2011**.

All original documentation for expenses and details of the event shall be maintained by the Contractor and is subject to State audit

Payment is also contingent on approval of this Agreement by the director of the Louisiana Division of Administration, Office of Contractual Review and the availability of funds to fulfill the requirements of the agreement.

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

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 Contractor executes a copy of the Agreement and submits to the State 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 State shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at [ebudgets@lla.la.gov](mailto:ebudgets@lla.la.gov).

In the event the State determines that the Contractor failed to use the funds set forth in the 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 State 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 State is below the amount for which an audit is required under R. S. 24:513, the State shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The State 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**

4.1 Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 58-1705676.

### **TERMINATION FOR CAUSE**

5.1 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 the Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place 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**

6.1 The State may terminate this agreement at any time by giving thirty (30) days written notice to Contractor. Upon receipt of notice, the Contractor unless the notice directs otherwise, shall immediately discontinue work and the placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **OWNERSHIP**

7.1 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**

8.1 The 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.

### **FINANCIAL DISCLOSURE**

9.1 The State reserves the right to audit the Contractor's records in accordance with R.S. 24:513. If the amount of 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.

**AUDITOR'S CLAUSE**

10.1 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 the Contractor that relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records that pertain to this agreement until such time that all of the state of Louisiana's claims related to the Event have been finally settled and/or resolved.

**AMENDMENTS IN WRITING**

11.1 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.

**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the agreement. 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 CONTRACT**

13.1 This agreement shall begin on **January 1, 2011** and shall terminate on **June 30, 2011**.

**DISCRIMINATION CLAUSE**

14.1 Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 farther 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 agreement.

**INDEMNIFICATION CLAUSE**

15.1 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.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 23<sup>rd</sup> day of February, 2011.

WITNESSES:

Louisiana Department of Culture, Recreation & Tourism

[Handwritten Signature]

[Handwritten Signature]  
Jim Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 24<sup>th</sup> day of February, 2011.

WITNESSES:

[Handwritten Signature]

[Handwritten Signature]  
Charles R. Davis, Deputy Secretary  
Office of the Lieutenant Governor/DCRT

THUS DONE AND SIGNED AT Lafayette, Louisiana on the 28<sup>th</sup> day of February, 2011.

WITNESSES:

Festival International de Louisiane

[Handwritten Signature]  
[Handwritten Signature]

[Handwritten Signature]  
Dana Baker Cañedo, Executive Director

**ATTACHMENT A**

**Budget Projections (2010-11)  
Festival International de Louisiane**

**Anticipated Income or Revenue**

Sources (list all sources of revenue)	Amounts
Cooperative Sponsorships	\$ 420,750.00
LOT Competitive Sponsorship Grant	\$ 18,750.00
Registration Fees	\$ 12,500.00
Admission Fees	\$ -
Food and Beverage Sales	\$ 214,649.00
Misc Income	\$ 225,450.00
DCRT, Tourism	\$ 50,000.00
<b>Total Anticipated Revenue</b>	<b>\$ 942,099.00</b>

Expense Categories	TOTAL Amount	Amount of State Appropriation
Staffing needs	\$ 123,900.00	\$ 8,000.00
Marketing and Advertising	\$ 94,000.00	\$ 10,000.00
Postage	\$ 4,410.00	\$ -
Signs	\$ 19,000.00	\$ 15,000.00
<b>Production</b>		
Entertainment	\$ 185,000.00	\$ 5,000.00
Staging	\$ 77,000.00	\$ 3,500.00
Tickets/Bracelets	\$ -	\$ -
Port a Lets	\$ 6,000.00	\$ -
Food & Beverages	\$ 21,000.00	\$ 3,000.00
Insurance/Permits	\$ 25,750.00	\$ -
Contracted Services	\$ 77,350.00	\$ 5,000.00
Clean-up crew	\$ 1,500.00	\$ 500.00
Security	\$ 18,500.00	\$ -
Other Acquisitions	\$ 288,689.00	\$ -
<b>Anticipated Total Expenses/Tourism</b>		
<b>Appropriation</b>	<b>\$ 942,099.00</b>	<b>\$ 50,000.00</b>
<b>Estimated Total of In-kind Donations</b>	<b>\$ 377,800.00</b>	
Advertising & Promotion	\$ 250,000.00	
Hospitality	\$ 50,000.00	
Property & Equipment Rental	\$ 65,000.00	
Travel (Local & Long Distance Transport)	\$ 12,800.00	

*Budget categories listed above reflect a typical budget and may be adjusted by the Contractor and/or Agency to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services shall be detailed and shall include organization or individual, service, contact information and amount paid.*

**ATTACHMENT B**

**Agency Name:** Office of Tourism  
**Contractor's Name:** Festival International de Louisiane  
**Contract Monitor:** Jack Warner

**Goal:** State's goal is to utilize the Festival International de Louisiane event and associated marketing and advertising efforts as opportunity to collaborate in promoting tourism in Louisiana, the quality, safety, and availability of Louisiana seafood as part of the larger comprehensive effort to generate positive attention for Louisiana seafood restaurants and fishing industry, and nature based tourism, with a focus on the coastal areas of the State, as well a to promote the important cultural components of the Louisiana tourism industry that has been negatively affected by the BP Oil Spill in the Gulf.

**Objectives:** The objectives include (a) increased opportunities to maintain awareness and a positive image of Louisiana as a unique and desirable travel destination, (b) increased public awareness of the quality, safety, and availability of Louisiana seafood, (c) increased visitation, awareness, and support for culture and nature-based tourism assets, important economic drivers for the State as well as coastal regions, and (d) the promotion of the State's official tourism website LouisianaTravel.com in advertisements and other publicity and promotional materials.

**Performance Measures:** Contractor's performance will be measured by the positive media attention drawn to the State through marketing and advertising efforts, positive messages and activities that incorporated into associated publicity and the event to mitigate negative concerns regarding Louisiana seafood, tourism assets and nature-based tourism, total number in attendance, support and public attention drawn to the event, and by the Contractor's ability to adhere to the goals and the objectives as it relates to the Scope of Services and financial accountability shown through the submission of supporting documentation for expenditures.

**Monitoring Plan:** the Contract Monitor will evaluate services and ensure that all deliverables are provided in compliance with the Scope of Services in the following manner:

Contract Monitor will review the **Final Report**, and supporting documentation to verify services and expenditures for compliance, and validate the invoice request prior to authorizing the release of payment to Contractor.

The Contract Monitor will also complete a performance evaluation taking into consideration the goals, objective and measures or performance and submit to the Office of Management and Finance within 45 days of the termination or expiration of this Agreement or upon payment of the final invoice.

**Utility of Final Product:** Louisiana's image, seafood and tourism industry has been challenged in recent years because of various events including several major hurricanes and last year's BP Deepwater Horizon Oil Spill in the Gulf of Mexico. Activities will be incorporated into this event designed to mitigate negative concerns and bring positive publicity and media attention to Louisiana giving notice to the public including ~~media, tourist and business travelers that the State of Louisiana is still open for business, the seafood is as good as ever and Louisiana is still a unique and desirable travel destination for tourism travel with activities available for the entire family.~~