

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

**COOPERATIVE ENDEAVOR AGREEMENT
For
Louisiana Office of Tourism Competitive Sponsorship Program**

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," or "LOT" and the Baton Rouge Area Convention and Visitors Bureau, 359 Third Street, Baton Rouge, LA 70801, 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 RS 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 science 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 the Office of Tourism's Master Plan to expand and increase the economic impact of tourism in Louisiana through strong, effective public initiatives, the State wishes to cooperate with the Contractor by providing funding support for approved marketing and advertising associated with a three-day Bank Travel Conference to be held February 6-8, 2011 in downtown Baton Rouge, where the Contractor will be host the gala dinner and provide music entertainment representative of Louisiana's music culture; and

WHEREAS, the Bank Travel Management publication is issued nationally to approximately 4,500 group tour planners for bank affinity programs and will feature "Visit Baton Rouge" as the host city for the 2011 Bank Travel Conference, as well as recognize Louisiana as a supporter in four issues of the publication to be released between July 2010 and February 2011, publicity that is beneficial to Louisiana's tourism industry; and

WHEREAS, the LOT Competitive Sponsorship Program encourages events and activities that are creative and innovative in drawing attention to the State's tourism industry through funding support for marketing and advertising initiatives, to increase attendance and visitor travel within the state, and attract the interest of tourist to enjoy Louisiana's tourism assets; and

WHEREAS, the Office of Tourism's Competitive Sponsorship Program guidelines stipulate 50% reimbursement for approved marketing and advertising activities directed outside a 50-mile radius from the location of the event and at least 66% or two-thirds (2/3) of the designated marketing audience must be outside of a 50-mile radius of the event in order that the media be eligible for reimbursement. The marketing and overall media plan has been preapproved by the State through the application process for reimbursement, prior to implementation; and

WHEREAS, the public purpose of this endeavor is to provide funding to assist the Contractor in

promoting the event and in maintaining awareness and a positive image of the state as a unique and desirable travel destination, proportionate to obligations undertaken by the State. Louisiana's tourism industry will receive recognition in the Bank Travel Management publication, at the conference, and through media, printed materials, related advertisements and other publicity efforts. The State's overall economy and tourism industry will benefit from this endeavor because of increased visitations and increased tax revenue.

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

Scope of Services

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

Contractor shall use funding to support approved marketing and advertising associated with promoting the three-day Bank Travel Conference to be held **February 6-8, 2011** in downtown Baton Rouge.

Deliverables

1. In all media, marketing, advertising, and promotional activities, Contractor shall ensure acknowledgement of the State's support of the conference by ensuring the prominent placement of the State's official tourism logo [LouisianaTravel.com](http://www.LouisianaTravel.com) in all media pieces funded by the State, in the Bank Travel Management publication, the official program or itinerary, signage and other printed publicity pieces at no additional costs to the State and shall acknowledge the State's funding support in all electronic, verbal and printed publicity efforts for the duration of this agreement to include leading up to and during the event. **Advertising artwork, broadcast scripts and media pieces funded by the State through the Competitive Sponsorship Program must be approved by the LOT Sponsorship Program Manager Leeann Borne, 1051 North Third Street, Room 326, Baton Rouge, LA 70802 or email lborne@crt.state.la.us, prior to media placement.**

Contractor is permitted to make changes to the approved media/marketing plan, provided that changes meet eligibility requirements to ensure maximum effectiveness, however any such changes to the plan must be sent in writing to the LOT Sponsorship Program Manager Leeann Borne in advance to be approved by the State prior to media placement.

2. Contractor shall ensure Louisiana tourism recognition as a supporting sponsor of the 2011 Bank Travel Conference in Baton Rouge by ensuring the prominent placement of the [LouisianaTravel.com](http://www.LouisianaTravel.com) logo with hyperlink to <http://www.LouisianaTravel.com> on the official conference website www.banktravel.com as well as the www.visitbatonrouge.com website during the entire duration of this agreement, leading up to and during the conference. The State will verify that the official tourism logo is visible and hyperlinked to the websites. Instructions for the logo and hyperlink can be found at the website www.crt.state.la.us/tourism/grants.aspx.
3. At least fourteen (14) days prior to the conference, Contractor shall provide at least two complimentary tickets and/or passes to the conference to ensure Louisiana tourism presence and to monitor the event to ensure compliance with the terms of this agreement and the application guidelines. **Any tickets or passes should be sent to the attention of Charlotte Galloway, DCRT, Office of Tourism, 1051 North Third Street, Room 342, Baton Rouge, LA 70802, or mailed to Post Office Box 94291, Baton Rouge, LA 70804-9291, for tracking purposes.**

4. Contractor shall provide opportunities for a representative of the Office of the Lieutenant Governor, or the Department of Culture, Recreation and Tourism, Office of Tourism to address attendees at the conference should this request be made by the State.
5. Contractor also agrees to submit an original invoice with documentation of expenses and **Final Report** at the conclusion of the event (**Exhibit C**) which shall include but is not limited to details of the conference and associated activities, the estimated attendance, a comparative analysis of attendance in the last three years if applicable, information regarding the economic impact and the effectiveness of this endeavor in regards to the goals and objectives, deliverables and performance measures as outlined in **Exhibit A**. Contractor shall submit proof of documentation of acknowledgement of the State as a sponsor and supporting documentation for the reimbursement request which shall include details on incurred activities and expenses, and proof of media purchases (invoices with ad tear sheets, broadcast logs from purchasing agents, copies of ads and sources, and shall note media reach in mile or distance from the event etc). The request must also be accompanied by copies of associated media/press clippings derived, news releases, newspaper clippings, flyers, programs, itineraries, agendas, schedules of activities and other items of proof relating to the event's publicity. **Contractor agrees to submit the Final Report (Exhibit C) by April 8, 2011.** The Final Report form can be downloaded from the Louisiana Office of Tourism State website at the website www.crt.state.la.us/tourism/grants.aspx.

Entire Agreement/Order of Precedence Clause

This Agreement, together with the LOT Competitive Sponsorship Application Guidelines, the application submitted by the Contractor, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the LOT Guidelines and contractor's application) shall take precedence, followed by the provisions of the LOT Guidelines, and then by the provisions of the Contractor's application.

Payment Terms

In consideration of the services described above, the State hereby agrees to reimburse the Contractor in an amount not to exceed **NINE THOUSAND FOUR HUNDRED TWENTY EIGHT DOLLARS AND 56/DOLLARS (\$9,428.56)**. Travel, production and other expenses for the event are not reimbursable under the terms of this agreement and the Competitive Sponsorship Program guidelines, therefore will not be paid or reimbursed. Payment will be made only on approval of the State's assigned Contract Monitor, Charlotte Galloway, her designee, supervisor, and/or successor.

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

Upon receipt of the original invoice and **Final Report (Exhibit C)** of the event, the State shall reimburse the Contractor for approved marketing and advertising expenses as per the attached **Exhibit B**, Budget, not to exceed 50% of the cost of approved eligible media purchases, directed toward tourism audiences outside of a 50-mile radius of the event and at least 66% or 2/3 of the designated marketing audience must be outside a 50-mile radius of the event. All deliverables including the **Final Report (See Exhibit C)** and invoice must be received by the State no later than **April 8, 2011**.

Eligible 50% reimbursable expenses include approved: advertising, marketing & media publicity outlets such as: newspapers, magazines, radio, television, billboards, direct mail, and internet

marketing

Ineligible reimbursable expenses include: promotional items, posters/flyers, guides, directories, programs, videos, and social media

Payment is also 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.

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 as agreed, it shall be required to repay the state in accordance with the State's terms.

If it is determined by the Contract Monitor or by an audit that State funds were expended on non-reimbursable expenses, recipient will 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 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 State 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 provider 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 from the funds thus received under this agreement shall be Contractor's obligation and identified under Federal tax identification number 72-0761368-01.

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 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 Contract at any time by giving thirty (30) days written notice to the 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 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 auditors shall have the option of auditing all records and accounts of Contractor, which relate to this contract.

Fiscal Funding Clause

The continuation of this contract is contingent upon the 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.

Terms of Contract

This contract shall begin on **October 1, 2010** and shall terminate on **June 30, 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, 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 party for loss of life or injury or damage to person or property growing out of, resulting from or by 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

Except as otherwise provided herein, 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, of the Louisiana Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 23rd day of October 2010

WITNESSES:

Department of Culture, Recreation, & Tourism

Amie B. R.

Pam Breaux

Pam Breaux, Secretary

CDreusman

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 21st day of October 2010.

WITNESSES:

Office of Tourism

[Signature]
[Signature]

Jim Hutchinson
Jim Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 22 day of Oct 2010.

WITNESSES:

Baton Rouge Area, Convention & Visitors Bureau

[Signature]
Sidney V. Jackson

[Signature]
Paul J. Arrigo, President/CEO

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Baton Rouge Area, Convention & Visitors Bureau
Contract Monitor: Charlotte Galloway

Brief Description of Services: Under the Louisiana Office of Tourism's Competitive Sponsorship Program guidelines, the Contractor is being provided funding support for approved marketing and advertising activities associated with the implementation of a three-day Bank Travel Conference to be held February 6-8, 2011 in downtown Baton Rouge. Contractor is also responsible for the hosting of the gala dinner and providing entertainment that showcases Louisiana's tourism culture.

Detailed Goals and Objectives: The goal in this endeavor is to utilize this event as an opportunity to maintain awareness and a positive image of the state as a unique and desirable travel destination. The State will receive recognition at this event and in the Bank Travel Management publication issued nationally to approximately 4,500 group tour planners for bank affinity programs, through media, printed materials, in related advertisements and in other publicity efforts. The overall objective is increased visitation to the state, resulting in increased tax revenue to support the overall economy and tourism industry.

Deliverables: Deliverables include 1) successful implementation of the conference; 2) copies of the Bank Travel Management publication that verifies Louisiana tourism recognition as a sponsor with prominent placement of the State's official tourism logo **LouisianaTravel.com** 3) proof of prominent placement of the **LouisianaTravel.com** logo and hyperlink to the **www.visitbatonrouge.com** and **www.banktravel.com** websites; 4) copies of other conference publicity materials that recognize the State and Baton Rouge as sponsors through logo insertions; 5) documentation for expenditures for marketing, advertising and promotional activities; 6) complementary tickets/passes to the conference; 7) opportunities for the Office of the Lieutenant Governor and/or the DCRT, Office of Tourism to represent Louisiana by speaking to attendees and 8) the invoice and the **Final Report** upon conclusion of the event (Exhibit C).

Performance Measures: Contractor's performance will be measured by the ability of the Contractor to adhere to all terms of this agreement and the guidelines for Competitive Sponsorship support, prominent placement of the **Louisianatravel.com** logo in printed promotion materials with links to websites as noted, adequate supporting documentation for all promotional expenses, number of attendees at the conference, amount of publicity the State received through the publicized event, speaking opportunities for the Office of the Lieutenant Governor and Office of Tourism at the conference events, articles, press releases and other recognized publicity received as a result of the event, and by the economic impact on the city and state as will be noted in the Final Report

Monitoring Plan: Contractor's performance will be monitored and evaluated to ensure compliance with all terms of the agreement in the following manner:

- Contract Monitor will review and verify submitted invoice(s) and supporting documentation for eligible approved marketing, advertising and promotional expenses in accordance with the approved plan prior to authorizing any release of payment to Contractor.
- Contract Monitor will review the information provided in the Final Report to ensure compliance and to measure the effectiveness of this endeavor with regard to stated goals and objectives.
- Contract Monitor will submit an evaluation of the Contractor's performance to the DCRT, Office of Management and Finance to be submitted to the Louisiana Division of

Administration within 45 days of the termination or expiration of this Agreement.

Utility of Final Product: The purpose of this endeavor is to support marketing, advertising, and promotional activities for an event that supports the State tourism goal of maintaining awareness and a positive image of the state as a unique and desirable travel destination, proportionate to obligations undertaken by the State. The Louisiana Office of Tourism will receive recognition at the event and in the Bank Travel Management publication, through media, printed materials, in related advertisements and other publicity efforts. Louisiana's overall economy and tourism industry will benefit from this endeavor through increased visitations and increased tax revenue.

**Exhibit B
EVENT BUDGET**

Name of Contractor: Baton Rouge Area, Convention & Visitors Bureau

Name of Event: Bank Travel Conference (February 12-17, 2011)

Anticipated Income or Revenue

<u>Sources of Revenue for the Conference</u>	<u>Amounts</u>
Sponsorships –	
City of Baton Rouge	\$ 8,000.00
Shreveport CVB	\$ 2,500.00
Potential grant from BP funds	\$50,000.00
LOT sponsorship	<u>\$ 9,428.56</u>
Total Sponsorships	<u>\$69,928.56</u>
Budget shortfall covered by BRACVB	\$57,500.00
Total Expected Revenue	\$ 127,428.56

Anticipated Expenses

Please provide a comprehensive budget for the entire project. **Note: this is a sample format;** therefore budget line item categories may be modified based on actual expectations. Note that the goal for Louisiana Office of Tourism is to fund advertising and publicity efforts associated with the project.

<u>Expense Categories</u>	<u>Total amount</u>	<u>LOT</u>
Advertising	\$ 19,428.56	
Ads in Bank Travel Management \$9,428.56		\$9,428.56
Ad in Delegate Registry \$10,000		
Welcome Dinner and Reception @ Nottoway (400 x \$75.00)	\$ 30,000.00	
Entertainment	\$ 3,000.00	
River Center pipe and drape, carpet, etc.	\$ 22,000.00	
In room gifts	\$ 6,000.00	
Pad folios	\$ 7,500.00	
Best Practices Handbook	\$ 10,000.00	
Area Tours and Transportation	\$ 15,500.00	
15 rooms for staff @ \$99.00	\$ 6,000.00	
River Center Expenses	\$ 8,000.00	
	\$127,428.56	\$9,428.56

(Budget categories listed above reflect a typical budget and may be adjusted by the State and/or recipient to reflect actual categories necessary for each individual project or program.)

Exhibit C

Louisiana Office of Tourism Competitive Sponsorship Final Report –FY 2010-11

NOTE: Please submit with an Executive Summary and original invoice upon completion of the event or activity.

Event Name: Bank Travel Conference
 Event Date: February 12-17, 2011
 Organization: Baton Rouge Area, Convention & Visitors Bureau
 Sponsorship Award Amount: \$9,428.56
 Primary Contact for Event: Renée Areng
 Phone Number: 225-382-3582
 Email: Renee@VistBatonRouge.com

SECTION II: Reimbursable Media

Reimbursable Items If awarded a sponsorship, 50% of the grand total spent on pre-approved eligible media will be reimbursed up to the total amount of the award.

***List only approved advertisements eligible for reimbursement through the Competitive Sponsorship Program.

Print Placement (Magazine, Newspaper)

Publication Name	Audience Reach	Ad Size/ Color	Issue Date	Circulation No.	Actual Cost	50% request of LOT
Totals					\$ _____	
\$ _____						

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Actual Cost	50% request of LOT
Totals				\$ _____	
\$ _____					

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Actual Cost	50% request of LOT
Totals				\$ _____	
\$ _____					

Online Placement (Website)

Web Site Name	Web Site Address	Target Description	Dates	Actual Cost	50% request of LOT

Totals
\$ _____

Postage for Direct Mail

Direct Mail Piece	Target Audience/Mailing List Group	Quantity	Dates	Budgeted Cost	50% request of LOT

Totals
\$ _____

Grand total spent on approved advertising \$ _____
 Requested amount to be reimbursed (50%), not to exceed sponsorship award \$ _____

LOT STAFF USE ONLY

LOT Approved Reimbursement Amount \$ _____

Section III: Reimbursement Documentation for Proof of Media Purchase

Note: All media must contain the LouisianaTravel.com logo to be eligible for reimbursement.

- **Vendor invoice:** Submit itemized media invoice reflecting date, description and dollar amount
- **Proof of implementation:** Documentation can include any of the following:
 - Original Tear sheets for print advertisements
 - Broadcast log reports
 - DVDs or CDs of broadcast advertisements
 - Screenshots for online advertisements
 - Photographs of billboards
 - Mailing lists, addresses and postage receipts are required for direct mail
 - LOT Sponsorship Manager will determine if proof is acceptable

Section IV: Final Report Format (Only for Letters of Agreement. Cooperative Endeavor Agreement final report format will be detailed in contract.)

- A 1–2 page typed detailed summary on the outcome of the event and the impact it had on tourism in the area. Which should include:
 - Measurement of fulfillment of goals
 - Economic impact
 - Attendance or Registration Numbers
 - Event’s benefit to the state (Measurements of success to include but not limited to the following: admissions revenue, registration fees collected, number of hotel room nights/ occupancy rates/ADR, food and beverage tax and average visitor spending, etc.)
 - Media relations report including, but not limited to, copies of news releases, newspaper clippings from newspapers, flyers, programs and other deliverables as detailed in your Letter of Agreement or Cooperative Endeavor Agreement.