

CONTRACT FISCAL INFORMATION SHEET

PLEASE COMPLETE THIS FORM AND ATTACH TO CONTRACT WHEN IT IS TIME TO ROUTE CONTRACT FOR APPROVALS AND SIGNATURES.

CONTRACTOR'S NAME: Baton Rouge Area CVB d/b/a Visit Baton Rouge

CONTRACTOR'S ADDRESS: 359 Third Street, Baton Rouge, LA 70801

CONTRACTOR'S FEDERAL ID# or 72-0761368-01

SOCIAL SECURITY # _____

CONTRACTOR'S CONTACT PERSON: Renee Areng, Executive V. P.

CONTRACTOR'S TELEPHONE: 225-382-3582

EMAIL ADDRESS: 359 Third St., Baton Rouge, LA 70801

TOTAL CONTRACT AMOUNT: \$20,000.00 Amendment Amount: N/A

CONTRACT PERIOD: 9/01/13-6/30/14

FUNDING AGENCY: DCRT, Office of Tourism

SOURCE OF FUNDS: Agency Appropriation (N/A)
State: _____ Percent
Federal _____ Percent
Self-generated 100% Percent

Organ. 6786	Object 3000	Sub object <u>04</u>	Reporting Cat. 7413	<i>MW</i>
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____	
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____	

BRIEF DESCRIPTION OF SERVICES:

The State is providing funds to support the Contractor in sponsoring and hosting activities associate with the US Youth Soccer Regional III Championship competitions to be held in Baton Rouge, June 18-25, 2014.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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 the "State" or "LOT," and Baton Rouge Area Convention and Visitors Bureau d/b/a Visit Baton Rouge, 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 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, the United States Youth Soccer Association ("US Youth Soccer") is responsible for awarding national champions from competitions involving boys and girls in seven age divisions (between ages 13-19) each summer, after a culmination of year-long competitions that are held at the state, regional, and national levels. Throughout the year the US Youth Soccer Association serves approximately 185,000 players that represent 10,000 teams that are members of the US Youth Soccer's 55 State Associations. The activities provide opportunities for youth to showcase their soccer skills against the best competitors in the nation, emphasizing teamwork, discipline, and fair play; and

WHEREAS, Baton Rouge has been selected as the city to host the **US Youth Soccer Region III Championship** competitions ("Event") to be held on June 18-25, 2014; it is anticipated that the Event will draw approximately 4,000 players and 12,000 spectators. Participants will represent at least ten (10) states including Texas, Oklahoma, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, South Carolina, and North Carolina; and

WHEREAS, Visit Baton Rouge will assist US Youth Soccer with the logistics needed to prepare for activities, sponsor activities, and will be active in hosting and promoting activities of the event, to ensure its success; 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 Contractor has requested the State's financial support in sponsoring the opening ceremonies for the Event, and the State has agreed to provide support; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of Louisiana as a unique and desirable travel and sports destination is proportionate to the obligations that have been undertaken by the State; the State will receive recognition as a sponsor in publicity efforts, and Louisiana's economy and tourism industry will benefit from this endeavor.

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, the Contractor shall ensure that the State receives an adequate return on its investment in the Event by providing and/or securing the following activities and benefits on behalf of the State:

Administrative Responsibilities – Contractor shall work with US Youth Soccer to coordinate sporting facilities, lodging needs, publicity, and sponsor the opening ceremony, to ensure that logistics for the Event are carried out successfully.

Fiscal Responsibilities – Contractor shall ensure financial accountability for spending in compliance with the Budget (Attachment B), and shall secure and submit adequate documentation to support expenses with any request for payment.

Prominent Recognition of the State's Contributions and Support – Contractor shall ensure that the State is acknowledged for its sponsorship of the Event in the following manner:

- a) Ensure that the Lieutenant Governor or his designated tourism representative(s) is provided the opportunity to attend activities, and to address attendees, welcome players and their families, and represent Louisiana's tourism industry at the opening ceremonies to be held at the Baton Rouge River Center on June 19, 2014;
- b) Ensure that the State is provided opportunities to join Visit Baton Rouge in distributing Louisiana tourism information (including the Official Louisiana Tour Guide) to attendees;
- c) Ensure that the State's official tourism logo "**Louisiana Pick Your Passion**" is prominently displayed with the official Visit Baton Rouge logo in printed promotional materials (including the official Event brochure and the Get a Kick, Out of Art brochure) and other printed materials that will be distributed to attendees, as well as the public;
- d) Verbally acknowledge the State's support in public media and other publicity settings, when opportunities are available;
- e) Ensure that Louisiana's official tourism signage "**Louisiana Pick Your Passion**" is prominently displayed with Visit Baton Rouge signage and recognized as a sponsor of the Event at games and ceremonies; and
- f) Prominently insert Louisiana's official tourism logo on current and active websites (homepages) that are used by Visit Baton Rouge to promote the Event, and provide hyperlinks to www.LouisianaTravel.com.

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/DOCUMENTARCHIVE/>.

Reporting

Progress Reports – Provide a Progress Report with any request for payment, which shall include: 1) a detailed list of activities that have taken place such as meetings attended and arrangements made for the Event, 2) list of promotional benefits provided and being implemented for the State as a sponsor, as promotional efforts continue to develop, 3) documentation of activities completed, and 4), supporting documentation for expenses when requesting payments as per the attached Budget (Exhibit B). **At least one Progress Report must be provided to the State not later than March 31, 2014.**

Final Report- Upon completion of all Event activities, Contractor shall submit the **Final Report** (see Exhibit C, Summary of Outcome) of the Event, providing an analysis of the outcome. Contractor must take into careful consideration the accomplishment of the stated goals and objectives, and measures of performance that are listed in Attachment A. **The Final Report must be submitted prior to June 30, 2014.**

Payment Terms

In consideration of the benefits described above, the State hereby agrees to pay the Contractor the maximum amount of **Twenty Thousand and No/dollars (\$20,000.00)**. Travel and other reimbursable expenses shall not be paid. Payments will be made only on the approval of the Contract Monitor, Charlotte Galloway, or her designee, supervisor, or successor.

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

Upon submission of an original invoice, accompanied by Progress Report and supporting documentation for expenses, the State will reimburse the Contractor up to the maximum amount of Fifteen Thousand and No/dollars (\$15,000.00) for expenses that are incurred prior to the Event, as per the Attached Budget (Exhibit B).

Upon completion of the Event, and submission of: 1) an original invoice on organization letterhead, 2) the **Final Report** of the Event (Exhibit C, Summary of Outcome), 3) supporting documentation for activities, and 4) supporting documentation for expenses in compliance with the Budget (Exhibit B), the Contract Monitor will authorize the release of the Final Payment, up to the maximum amount payable. **The Final Report and invoice must be submitted not later than June 30, 2014.**

All payments are contingent upon the approval of this Agreement by the Louisiana Division of Administration, Office of Contractual Review; the availability of funds. The State reserves the right to adjust payments downward for services that have not been rendered complete or for insufficient documentation to support expenses.

The Contractor is hereby 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 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 the specific goals and objectives for the use of such funds, including the measures of performance. LOT shall submit this Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

Taxes

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 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 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 the 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. The 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 this Agreement 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 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 the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all records and accounts of Contractor, which relate to this Agreement.

Fiscal Funding Clause

The continuation of this Agreement is contingent upon the 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.

Terms of Agreement

This Agreement shall begin on **September 1, 2013** and shall terminate on **June 30, 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 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

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.

ALL PARTIES HAVE AGREED AND AFFIXED THEIR SIGNATURES at the locations and dates written below. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 21 day of October 2013.

WITNESSES:

DEPARTMENT OF CULTURE,
RECREATION AND TOURISM, OFFICE
OF TOURISM



Marlene Curcio

 10/21/13

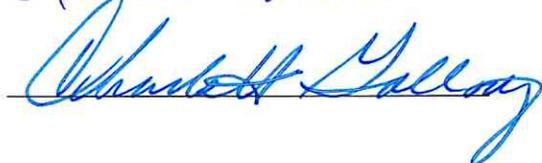
Kyle Edmiston, Assistant Secretary
DCRT, Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 23 day of October 2013

WITNESSES:



Angela C. Smith



Charlotte Galloway



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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 25 day of Oct 2013.

WITNESSES:

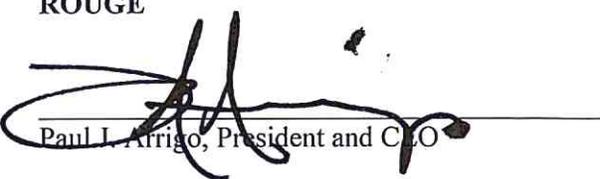
BATON ROUGE CONVENTION AND
VISITORS BUREAU D/B/A VISIT BATON
ROUGE



Yancyann Marano



Paul L. Frigo



Paul L. Frigo, President and CEO

EXHIBIT A

Agency Name: DCRT, Office of Tourism
Contractor's Name: Visit Baton Rouge
Contract Monitor: Charlotte Galloway

Goal: The goal for this agreement is to maintain awareness and a positive image of Louisiana as a unique and desirable travel and sports destination.

Objectives: The State's objective in this endeavor is to provide supplemental funding to the Contractor to support the Event and to sponsor the United States Youth Soccer Association Region III Championship opening ceremonies to be held June 19, 2014, in Baton Rouge. The State will ensure a reasonable return on its investment through recognition as a supporting sponsor at Event activities, and in associated publicity efforts designed to provide Louisiana tourism information to those inquiring about attending the Event, and to attendees to encourage longer stays and plans for future travel to Louisiana.

Deliverables shall include: 1) implementation of a successful Event, including the sponsoring of the opening ceremonies, 2) sponsorship benefits provided to the State as noted in the Scope of Services, 2) Progress Reports with required documentation for activities and expenses (at least one report submitted by March 31, 2014), 3) a Final Report of activities (see Exhibit C, Summary of Outcome, submitted by June 30, 2014), and 4) invoices.

Performance Measures: The Contractor's performance will be measured by: 1) the ability of the Contractor to ensure that the State receives all sponsorship benefits listed in the Scope of Services, 2) timely submission of at least one Progress Report and adequate supporting documentation to verify activities, including the State's sponsorship benefits, 3) timely submission of a complete Final Report (Exhibit C, Summary of Outcome), 4) number of reported attendees at events and activities (athletes, spectators, supporters, and volunteers), 5) estimated number and/or percentage of out-of-state visitors, and 6) the estimated economic impact of the Event on the city and state, measured by hotel room nights generated (or hotel occupancy) and the estimated sales and tax revenue generated by of the Event.

Monitoring Plan: The Contract Monitor will ensure that activities and sponsorship benefits are provided for the State in the following manner:

Contract Monitor shall:

- Review Progress Reports, the Final Report, and documentation submitted to ensure compliance with the terms of the Agreement prior to authorizing any release of payment to Contractor.
- Verify the receipt of tourism benefits and communicate any deficiencies to the Contractor to ensure that the State's tourism goals and objectives are achieved.
- Complete and submit a Performance Evaluation to the Department of Culture, Recreation and Tourism, Office of Management and Finance within 45 days of the termination or expiration of this Agreement.

Utility of Final Product: The Louisiana Office of Tourism encourages and supports activities and events that are conducive to promoting awareness and a positive image of Louisiana as a unique and desirable sports, business and tourism destination. This event draws out-of-state visitors to Louisiana, which is consistent with the intended purpose for which the Office of Tourism was created. The State will receive recognition as a sponsor in publicity efforts, and Louisiana's economy and tourism industry will benefit from this endeavor.

Exhibit B

Baton Rouge Convention and Visitors Bureau
d/b/a Visit Baton Rouge
Sponsorship in the US Youth Soccer Opening Ceremonies
Anticipated Income or Revenue

2013-14

Income

<u>Sources</u>	<u>Amounts</u>
Visit Baton Rouge (Contribution)	\$20,000.00
State of Louisiana/DCRT Sponsorship	\$20,000.00
<hr/>	
Total	\$40,000.00

Anticipated Expenses

	<u>Total Amounts</u>	<u>Tourism Support</u>
Opening Ceremonies Expenses		
River Center	\$3,300.00	\$3,300.00
AV/Sound-large screens	\$8,000.00	\$8,000.00
Entertainment (celebrities/band)	\$8,300.00	\$2,000.00
Parking	\$2,500.00	
Shuttle services	\$1,500.00	
Signage	\$1,200.00	\$1,200.00
Get a Kick, Out of Art (community brochure)	\$6,000.00	\$5,000.00
Brochure/App	\$5,000.00	
Décor	\$ 500.00	\$ 500.00
Contingency	\$1,000.00	
Catering	\$1,200.00	
Registration	\$1,500.00	
<hr/>		
Totals	\$40,000.00	\$20,000.00

ATTACHMENT C
US Youth Soccer Region III Championships
Final Report of the Summary of Outcome

Name of Organization: Baton Rouge Area Convention and Visitors Bureau d/b/a Visit Baton Rouge

Name of Event: US Youth Soccer Region III Championships

Event Location (city, state): Baton Rouge, LA

Date(s) of Event: June 18-25, 2014

Was the Event done in conjunction with other Community Partners?

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

Estimated number of planning meetings held:

Estimated Overall Attendance at activities:

Estimated Number of Volunteers:

Estimated Number and Percentage of Out-of-State visitors:

Estimate number of Hotel Room Nights generated (and/or hotel occupancy %) in conjunction with the Event:

Estimated economic impact of the Event on the city and state:

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

Was LOT signage hung at the event? If so, where?

Was LOT's logo displayed on the Get a Kick, Out of Art brochure, and websites that provided information about the Event, with links to www.louisianatravel.com? Which sites?

Was Louisiana tourism publicity materials distributed? If so, what type?

What logistics were involved in setting up for the Event?

Were conditions favorable? Yes No (Please explain answer)

Were there any significant challenges? If so, What were they?

Were goals achieved? Explain:

Were Objective(s) met? Explain:

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

Print Name

Signature

Date

Supplemental information to be submitted: 1) Copies of publicity materials and literature distributed to attendees at the event; 2) Photos of the event activities, including LOT signage hung at the Event; 3) List of all promotional benefits and/or publicity opportunities that were provided to the State as a contributing sponsor of the Event. Note any challenges.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
VISIT BATON ROUGE
CONCERNING COOPERATIVE ENDEAVOR AGREEMENTS
WITH THE LOUISIANA OFFICE OF TOURISM**

WHEREAS, the Board of Directors (the "Board") of Visit Baton Rouge ("VBR") charged with the assisting in the economic development of East Baton Rouge Parish through the promotion of travel tourism in the Parish of East Baton Rouge Area.

WHEREAS, VBR from time to time enters into Cooperative Endeavor Agreements by and between the Louisiana Office of Tourism and / or other economic development agencies.

WHEREAS, The purpose of these cooperative endeavor agreements are to assist in VBR marketing and advertising efforts in order to increase awareness of the tourism industry in the Greater Baton Rouge area.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of Visit Baton Rouge ("VBR") that Paul Arrigo, President & CEO of VBR, is hereby authorized to enter into and execute on behalf of VBR one or more Cooperative Endeavor Agreement(s) between Visit Baton Rouge and the Louisiana State Office of Tourism and/or other economic development entities.

CERTIFICATE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, Claude Reynaud, certify that I am the duly qualified and acting Secretary / Treasurer of the Board of Directors of Visit Baton Rouge (the "Board"), the governing authority of Visit Baton Rouge ("VBR").

I further certify that the above and foregoing resolution to which this certificate is attached is a true and correct excerpt from the minutes of a properly constituted meeting of the Board held at Visit Baton Rouge's office on March 28, 2013, and which at said meeting a quorum of the Board was present and acting throughout..

IN WITNESS WHEREOF, witness my official signature on this 28nd day of March, 2013, at Baton Rouge, Louisiana.



Claude Reynaud, Secretary / Treasurer

Attest:



Paul J. Arrigo, President & CEO