

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

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as "State," and the Louisiana Travel Promotion Association (LTPA) officially domiciled at 1165 S. Foster Drive, Baton Rouge, Louisiana 70806, 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 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, recreation and leisure opportunities, natural and science resources, transportation, cuisine, sites, attractions, accommodations, and events, and the office is mandated to assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La, R. S. 51:1255, the Office of Tourism is also mandated to promote and assist in expansion of tourism and the tourism industry of Louisiana and conduct an ongoing promotional campaign of information, advertising, and publicity to create and sustain an image and understanding of Louisiana that is responsible and accurate... and to disseminate information and publicity to the media including newspapers, magazines, billboards, radio, television, and film, using audio-visual presentations.

WHEREAS, the Office of Tourism is also mandated 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 Louisiana Travel Promotion Association is a non-profit organization whose purpose is to promote Louisiana tourism and its resources, and in accordance with that purpose the Contractor is initiating a project to develop, brand and publicize seven culinary trails of Louisiana to in state, national and international markets, through internet marketing, public relations efforts and through the development of promotional materials to stimulate interest in Louisiana travel and tourism; and

WHEREAS, the State wishes to assist the Contractor through sponsorship by providing supplemental funding for advertising and publicity efforts associated with branding and publicizing the Louisiana Culinary Trails, designed to present the various food cultures and distinctive styles of cuisine from across Louisiana to include beignets, gumbo, blackened fish, oysters, shrimp remoulade, bread pudding and other dishes that exemplify Louisiana's traditions of French, Spanish, Caribbean, and African influences; and

WHEREAS, the State will also assist the Contractor by providing guidance in the branding and publicity efforts for the program as to maximize the potential to reach a large target base of potential Louisiana travelers and visitors and to assist in the accurate depiction and/or representation of Louisiana's tourism resources

including the cuisine, sites, and historical and cultural aspects, on a regional level; and

WHEREAS, a Comprehensive Strategic Public Relations & Marketing Campaign Plan will be developed and implemented by the Contractor, designed to generate interest and increase public awareness of the Culinary Trails program on regional, national and international market levels, including features in magazines, printed guides and brochures, online sources and other public relations outlets that will prominently recognize the State's tourism and cultural resources and present Louisiana as an official sponsor; and

WHEREAS, it is anticipated that the public benefit is the conducting of an ongoing promotional campaign of information, advertising, and publicity that will assist in increased awareness by the public of Louisiana's rich, diverse cuisine and culture, including notable sites and heritage components. This effort will support the tourism goal of maintaining awareness and a positive image of the State as a unique and desirable travel destination, which is proportionate to obligations undertaken by the State and will assist in promoting tourism and economic development.

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 referenced incorporated herein:

Comprehensive Strategic Public Relations & Marketing Campaign Plan - Contractor with input from the state shall develop and implement a Comprehensive Strategic Public Relations & Marketing Campaign Plan to publicize the Louisiana Culinary Trails program, designed to reach regional, national and international markets, which will include publicity aspects, media outlets, the development of marketing materials, plans for State tourism inclusion in the branding and prominent recognition of the State as a sponsor. The comprehensive plan shall include information regarding plans for printed materials and/or handouts, magazines, internet, online and interactive publicity campaign programs, including targeted audiences, partnerships, tradeshow, campaign timelines, goals and objectives for successfully planning and implementing the project. The comprehensive strategic plan for the Culinary Trails Program will be delivered to the State not later than **April 16, 2010**.

Branding & Marketing Plan Implementation-

Contractor shall include the Department of Culture, Recreation and Tourism, Office of Tourism's brand/logo placement as directed, which standard components must be used in all culinary program printed materials and other publicity efforts. Contractor shall acknowledge the State's support and shall ensure prominent usage of the State's tourism logo (to be requested from the State) in all advertisements, as well as ensure directives for the public to the use of the LouisianaTravel.com website in publicity materials. Branding information and publicity materials must be submitted and approved by the State upon completion and prior to any media release for publication.

Contractor shall provide the State proof of secured obligations for publicity to include confirmed advertising commitments and media obligations as outlined in the Strategic Plan, publicity outlets and copies of publicity materials including brochures, magazines, articles; and other developed printed materials and/or media pieces to be used in publicity efforts and information regarding progress on internet links to LouisianaTravel.com.

Internet Marketing - Contractor in cooperation with the State shall ensure that the LouisianaTravel.com website is an official website link to the Louisiana Culinary Trail program website and shall ensure seamless connection links between the two websites. Contractor shall also enhance on an ongoing basis online marketing for the program by developing plans for increased visitation to the Culinary Trails website and LouisianaTravel.com websites, recognizing the State's support by prominently placing the State 's tourism logo for easy visibility of viewers. All website changes and upgrades will be ongoing; however the State's inclusion in links must be completed by **June 30, 2010**.

Final Reporting- Contractor shall provide a final report of the project to include a detailed listing of advertising and publicity outlets and dates of placement and/or circulation dates, copies of printed materials developed to promote the program, copies of advertising and editorials placed in magazines and a final analysis of the overall program relative to the goals and objectives, information regarding the effectiveness of the campaign and program to include statistical data based on information gathered and the public's response to the campaign and will also include information regarding opportunities for improvement and notable recommendations for future advertising. Contractor shall provide proof through printed materials and other documentation that the State was recognized as an official sponsor or of the Louisiana Culinary Trails program. The Final Report and invoice shall be submitted to the state not later than **October 29th, 2010**.

The State agrees to:

- Provide supplemental funding for advertising and publicity and guidance for the Louisiana Culinary Trails program and will assist in providing direction for creativity in the program to include notable Louisiana cuisine sites and other advice regarding editorial components of the program that best represent the tourism resources of the State.
- Assist in the planning stages and be involved in the look and feel of the campaign as it relates to the branding of the program and standards for program presentation as to maximize the stimulation of interest and expand the awareness by the public of Louisiana's diverse cruise culture.
- Provide the required State's logo to be used in marketing and publicity efforts and to assist with linkage to the State's website LouisianaTravel.com.

Trademarks and Copyrights

The parties each grant to the other a limited right to use only for the purposes of publicity or advertising and promotion of the program and only during the term of this Agreement, the trademarks, trade names, service marks, logos, or other identifying marks of the other, and any copyrighted or copyrightable materials which include any marks or names of the other (the "Intellectual Property"). All reproduction and use of the Intellectual Property of either party shall be under the strict control and supervision of the owner. All Intellectual Property supplied to the other party under this Agreement shall belong to and remain the sole property of the owner and neither party shall have or acquire any right to copy, reproduce, publish or use such other party's Intellectual Property except in connection with the specific purposes of and in accordance with this Agreement. Upon termination or expiration of this Agreement, usage of such other party's Intellectual Property shall cease except for that Intellectual Property already embodied in materials related to the project. Upon termination or expiration of this Agreement for any reason, neither party is entitled thereafter to use or refer to the other party's Intellectual Property in any manner except for that Intellectual Property already embodied in materials related to promoting the program. .

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00). Travel and other reimbursable expenses constitute part of the total maximum payable and will not be paid or reimbursed separately. Payment will be made only on approval of the State's Contract Monitor Jack Warner, Deputy Assistant Secretary of Tourism, his designee, supervisor or successor.

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

First payment in the amount of Twenty Five Thousand Dollars (\$25,000.00) will be remitted upon the State's receipt and approval of a complete **Comprehensive Strategic Public Relations & Marketing Campaign Plan** for the Louisiana Culinary Trails project, to include all components of the plan as noted in the Scope of Services and upon receipt of an original invoice noting the services that have been performed. Contractor must submit the invoice and Comprehensive Strategic Public Relations & Marketing Campaign Plan not later than **April 16, 2010**.

Second payment in the amount of Sixty Two Thousand Five Hundred Dollars (\$62,500.00) will be remitted upon the State's receipt of a detailed progress report and notice that implementation is in full affect. Contractor shall submit to the State branding components and a list of secured obligations for publicity, supported by documentation to include copies of advertising and public relations materials, publicity outlets and proof of internet links and media obligations in accordance with the Plan. Contractor shall submit an original invoice noting the services performed and submit all documentation for verification not later than **June 30, 2010**.

Final Payment in the amount of Sixty Two Thousand Five Hundred Dollars (\$62,500.00) will be remitted upon conclusion of all services to include the final report as outlined in the Scope of Services, approval and verification by the State's Contract Monitor that all services have been performed in accordance with the agreement, and the State's receipt of an original invoice noting the completion of all noted advertising, which shall be supported by printed documentation of publicity services as noted in the Strategic Plan and Scope of Services. Contractor shall submit the final invoice and Final Report not later than **October 29, 2010**.

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

If the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the state in accordance with terms set by the State.

Taxes

Contractor and State hereby agree that the responsibility for payment of taxes from the funds thus received and/or paid under this Agreement and/or legislative appropriation shall be the responsibility of the party upon which the tax obligation arose and identified under Federal tax identification number 72-6027251.

Termination Clause

The State may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Agreement; provided the State shall give the Contractor written notice

specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in case of which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter preceded 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 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 (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 State shall remain the property of State, and shall be returned by Contractor to 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 the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractors expense, at termination or expiration of this Agreement.

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 the 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 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 accounts of Contractor that 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 the 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

This contract shall begin on **February 15, 2010** and will terminate on **November 15, 2010**.

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, 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

Contractor shall indemnify and hold harmless the State against any and all final judgments of sums of money to any party for loss of life or injury or damage to person or property to the extent that any such final judgment results from any negligent act or omission 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 Contract/Agreement shall be valid only when they have been reduced to writing, execute by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

23rd
~~25th~~

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 23rd day of March, 2010.

WITNESSES:

DEPARTMENT OF CULTURE, RECREATION AND TOURISM

Armi B. R.
Neelani

Pam Breauk
Pam Breaux, Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 16 day of March, 2010.

WITNESSES:

[Signature]
Jamie L. Bourgeois

[Signature]
Jim Hutchinson, Assistant Secretary
Louisiana Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge Louisiana on the 25th day of March, 2010.

WITNESSES:

LOUISIANA TRAVEL PROMOTION ASSOCIATION

Katherine L. Rainey
[Signature]

Sharon Alford
Sharon Alford, Chairman of the Board

Attachment A

Agency Name: DCRT, Office of Tourism
Contractor: Louisiana Travel Promotion Association (Culinary Trails)
Contract Monitor: Jack Warner, Deputy Assistant Secretary

Service Goal:

To provide supplemental funding for marketing and publicity efforts through State sponsorship in presenting the Louisiana Culinary Trails to the tourism public including regional, national and international markets, and to culinary capitals of the world. The endeavor will also serve to assist in promoting Louisiana's cuisine, sites, and other tourism resources with the opportunity to maintain awareness and promote a positive image of the state as a desirable travel destination, which is proportionate to obligations undertaken by the State.

Objectives:

To present the cultures and distinctive styles of Louisiana cuisine, including beignets, gumbo, blackened fish, oysters, shrimp remoulade, bread pudding and other dishes that exemplify Louisiana traditions of French, Spanish, Caribbean, and African influences, and to present the Louisiana culinary industry to visitors and potential visitors regionally, nationally, and internationally to increase visitation and travel to Louisiana.

Performance Measures:

Contractor's performance will be measured by 1) the timeliness in submitting requested information, 2) quality of work to include the Comprehensive Strategic Public Relations Campaign Plan 3) public interest derived as a result of the publicity campaign, 4) program presentation on the Contractor's website 5) the quality of printed publicity materials 6) prominent recognition of the State as a sponsor in publicity materials, 7) ease of links to both State and Contractor's websites, 8) results of the campaign measured by the information provided in the final report and 9) the relevance and usefulness of the information submitted in the final report.

Monitoring Plan:

Jack Warner, Deputy Assistant Secretary of the Office of Tourism will serve as the State's Contract Monitor and will ensure that all services are completed to the reasonable satisfaction of the State and in accordance with the terms of the agreement by:

Reviewing the final report and verifying services are in compliance with the invoiced request prior to authorizing the release of any payment.

Submit a performance evaluation report to the DCRT, Office of Management and Finance within 45 days of the completion of services.

Utility of Final Product:

Services under this Agreement provide for state sponsorship in publicity and advertising efforts associated with the Louisiana Culinary Trails. This services being provided are in compliance with La. R.S. 51:1255 to promote and assist in the expansion of tourism in Louisiana by conducting ongoing promotional campaigns of information, advertising, and publicity to create and sustain an image and understanding of the Louisiana tourism industry. Services also serve to assist in promoting Louisiana to potential visitors and will provide opportunities to improve the visitor experience while maintaining awareness and promoting a positive image of the state as a desirable travel destination.

Attachment B

Louisiana Travel Promotion Association Comprehensive Budget (2009-10)

Louisiana Culinary Trails
Anticipated Income or Revenue

Income	Amount
Sponsorships	\$230,900.00
DCRT, Louisiana Office of Tourism	\$150,000.00
Other	
TOTAL	\$380,900.00

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>State</u>
Operating Cost	\$ 38,110.00	\$
Production Cost (list items covered under production)	\$ 22,500.00	\$ 22,500.00
Advertising and Public Relations	\$ 136,000.00	\$125,000.00
Production supplies	\$ 4,500.00	\$ 2,500.00
Professional Services	\$ 50,000.00	\$
Printing	\$ 25,000.00	\$
Other Charges (list)	\$ 24,500.00	\$
Professional & Contract Services (<i>Disclose Subcontractors</i>)	\$	\$
TOTAL EXPENSES	\$300,610.00	\$150,000.00

Production Costs

Culinary Trails Guide

Digital Guide