

**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 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, La. R.S. 51:1255 provides that among its many powers, duties, functions, and responsibilities, the Office of Tourism shall “...sponsor seminars, meetings, and an annual conference designed to involve and educate the public and tourism industry...” and shall “...cooperate with all government agencies, tourists, promotion agencies, private industry, and private nonprofit associations...”; and

WHEREAS, the Office of Tourism desires to cooperate with the Contractor in the implementation of the 2011 Louisiana Travel and Tourism Summit (“Summit”), a three-day conference to be held in downtown Baton Rouge, January 25th through 27th at the Hilton Baton Rouge Capitol Center, located at 201 Lafayette Street; and

WHEREAS the Contractor will plan, implement and manage all activities of the Summit including securing tourism professionals to represent a variety of tourism resource organizations, on the state, national and international levels, that are knowledgeable in the tourism travel industry. Contractor shall ensure the incorporation of a series of workshops, sessions, and/or lectures designed to provide the latest updates in tourism industry information and shall provide opportunity for discussion on legislation, tourism trends, strategies for targeting marketing efforts and communications, media and internet technology, social media and networking, and other topics to strengthen Louisiana tourism industry development; and

WHEREAS, it is anticipated that the public benefit of the Summit is the sharing of tourism information among professionals in the industry and to provide educational opportunities to strengthen collaborations and development to increase visitor travel in Louisiana, for economic purposes. The goal is providing tools for public and private businesses in the tourism industry to maintain awareness; improve travel services and ensure the promotion of a positive image of the state as a unique and desirable travel destination, which is 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

Contractor hereby agrees to ensure the leveraging of a return on the State's investment in the Summit by performing following services as provided herein and in greater detail in Exhibit A, which is by this referenced incorporated herein:

- a) Plan, implement and manage all activities and events of the 2011 Louisiana Travel and Tourism Summit to be held in downtown Baton Rouge, Louisiana on January 25-27, 2011 at the Hilton Hotel Baton Rouge Capitol Center, 201 Lafayette Street.
- b) Use funding to provide speakers for workshops, sessions, panels, and/or lectures that are designed to provide the latest updates in tourism industry, taking into careful consideration any recommendations that are made from the Louisiana Office of Tourism and to supplement production and publicity cost.
- c) Coordinate all arrangements for speakers, panelists and tourism professionals identified to deliver information in workshops, sessions, lectures, panels, etc.
- d) Coordinate all administrative needs including meals, site arrangements, signage, registrations, and decorating needs for Summit activities.
- e) Provide complementary and/or reduced registrations as applicable to ensure prominent state tourism inclusion in activities to include opportunity for a representative from the Office of the Lieutenant Governor and/or the Office of Tourism to address attendees in general session and provide the availability of a Louisiana tourism information booth, made available throughout the Summit with a table and chairs for the use of the DCRT, Office of Tourism staff to conduct tourism business and to accommodate meetings and discussions with industry partners.
- f) Market and publicize the event through various publicity outlets to potential sponsors, exhibitors and other tourism professionals to ensure sizable numbers in attendance/participation and adequate representation of the Louisiana tourism industry. In promotional pieces, Contractor shall prominently recognize the Louisiana Office of the Lieutenant Governor and the Department of Culture, Recreation and Tourism, Office of Tourism as sponsor of the event by prominently placing the "State's official tourism logo" in publicity materials such as the official program/itinerary of the conference, newsletters, email notices, and handouts. Contractor shall also provide the prominent place of the **LouisianaTravel.com** banner ad with hyperlink to the Louisiana tourism website from the www.ltpa.org website and other prominent publicity websites that are used to promote the Summit event.
- g) Upon conclusion of the Summit and not later than March 31, 2011, Contractor agrees to provide a comprehensive **Final Report** of the Summit which shall include but is not limited to details regarding topics presented by the Summit speakers, prominent speakers present and the organizations represented, bios/resumes and other appropriate information regarding the activities including panels discussions and feedback received from participants. The Contractor shall also provide a final analysis of the Summit including positive and negative aspects, opportunities for improvement, notable recommendations for future summits, and information regarding the

effectiveness of the overall Summit as it pertains to the specific goals and objectives, the overall attendance and an assessment of participants, and copies of surveys, handouts, brochures and publicity materials that verify State recognition as a sponsor of the Summit in printed materials as well as on the www.ltpa.org website.

The State agrees to:

- Provide supplemental funding for speakers, publicity efforts and to assist in production cost for the Summit as per the attached budget, which funding is inclusive in the total maximum amount payable in this agreement.
- Communicate the State's tourism needs, participate in the planning and provide recommendations for activities to include the selection of speakers.
- Be responsible for the planning and hosting of two sessions at the Summit for the purpose of providing Louisiana tourism information such new developments, plans, forecasts, activities and events related to programs and service opportunities for the Louisiana Office of the Lieutenant Governor and the Office of Tourism.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of THIRTY-NINE THOUSAND DOLLARS (\$39,000.00). Payment is inclusive of all fees, including speakers, honorariums, production, travel and miscellaneous expenses. Travel 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 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:

Upon completion of all services, Contractor shall submit the **Final Report** as noted above in the Scope of Services (Item g), along with an original invoice not to exceed the maximum amount payable of Thirty-Nine Thousand dollars (\$39,000), which invoice shall note the services that have been performed. All services must be performance in accordance with the terms of the agreement and the attached budgets, attachments B and C. The Final Report with invoice and supporting documentation must be submitted to the State not later than **March 31, 2011**.

Contractor agrees to provide the State with a confirmed list of speakers and/or presenters that are paid for services and other sub-contracted services to include names, addresses, presentation topics, and fees or honorariums paid with the request for payment.

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.

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 transferring agency shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

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 Contractor 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 **December 1, 2010** and 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 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

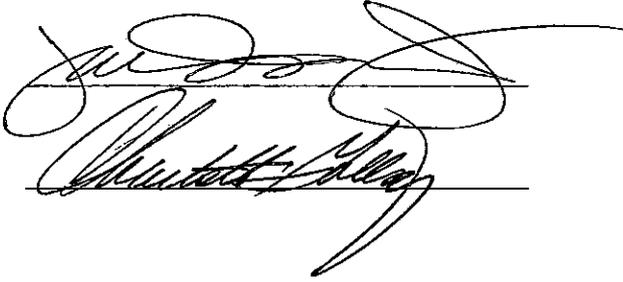
Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any part for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any negligent act or omission, operation or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

Amendments in Writing

Any alteration, variation, modification, or waiver of provisions of this 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.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 27th day of January, 2011.

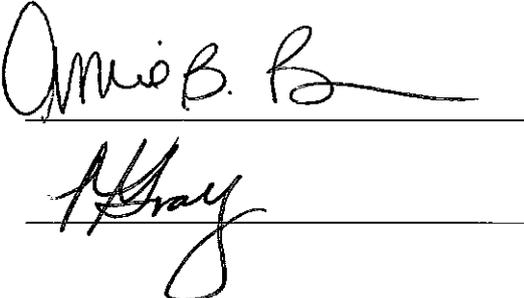
WITNESSES:




Jim Hutchinson, Assistant Secretary
Louisiana Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 1st day of February, 2011.

WITNESSES:

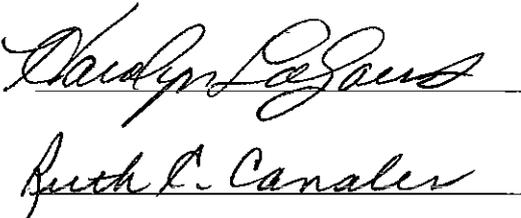


**DEPARTMENT OF CULTURE,
RECREATION AND TOURISM**


Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor & DCRT

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 14th day of February, 2011.

WITNESSES:



**LOUISIANA TRAVEL PROMOTION
ASSOCIATION**


Alana Cooper, Chairmah of the Board

Attachment A

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

Goal: The goal is to support and event that is designed for the sharing tourism information among professionals in the industry and to provide educational opportunities to strengthen collaborations and developments in the Louisiana tourism industry. The Summit will provide tools for public and private businesses in the tourism industry to encourage maintaining awareness, improving travel services and will ensure the promotion of a positive image of the state as a unique and desirable travel destination.

Objectives: include the successful implementation of the 2011 Louisiana Travel and Tourism Summit, a three-day conference to be held in downtown Baton Rouge, January 25th through 27th at the Hilton Baton Rouge Capitol Center, located at 201 Lafayette Street. Conference will include state, national and international speakers, panelists, and presenters who are knowledgeable regarding the Tourism industry, and will promote awareness regarding the industry, as well as educate on best practices and the newest travel trends.

The intent is that Louisiana tourism travel stakeholders will come together to share information and knowledge regarding the tourism industry, and enjoy the benefit of having high-level, professional speakers and panelists to discuss tourism trends and best practices with the intent on improving the quality of services and the visitor experiences in Louisiana, ultimately increasing travel related activity in the state for economic purposes.

Performance Measures:

Contractor's performance will be measured by the organized structure of the Summit, to include the agenda and timelines, industry level of participants, participant satisfaction, and positive feedback relevant to information and knowledge that is provided by speakers. Performance will also be measured by the number in attendance, and by the Contractor's willingness to include and recognize the State's tourism industry in all aspects of the Summit.

Monitoring Plan:

Jack Warner, Deputy Assistant Secretary will serve as the State's Contract Monitor, and will ensure that all services are completed to the reasonable satisfaction of the State, in accordance with the terms of this Agreement in the following manner:

- Contract Monitor will review services and the Final Report to confirm the adherence to service requirements, including validating the invoice(s) and supporting documentation prior to authorizing any release of payment to Contractor.
- Contract Monitor will communicate with the Contractor to ensure State inclusion and contract compliance, and will coordinate tourism input to ensure the maximum benefit with regard to Louisiana tourism goals and objectives.
- Contract monitor will submit a contract Performance Evaluation report on to the DCRT, Office of Management and Finance within 45 days of the termination or expiration of this Agreement.

Utility of Final Product:

Services being provide under this Agreement provide for sharing and networking to provide tourism travel information to Louisiana tourism industry leaders, to assist tourism stakeholders in better promoting Louisiana to visitors, and to provide knowledge to improve the visitor experience by incorporating education opportunities in the conference designed to promote awareness and a positive image of the state as a unique and desirable tourism travel destination.

Attachment B

Louisiana Travel and Tourism Comprehensive Budget (2010-11)

Louisiana Travel Promotion Association
Anticipated Income or Revenue

Income	Amount
Registrations	\$96,000
Sponsorships	\$40,000
Exhibitors, Media Reps	\$15,000
DCRT, Louisiana Office of Tourism	\$39,000
Other	
TOTAL	\$190,000

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	State
Registration Materials (printing, name tags, etc.)	\$ 5,000.00	\$
Speaker Fees/Honorariums	\$18,600.00	\$18,600.00
Speakers Travel	\$ 7,000.00	\$
Advertising	\$ 7,500.00	\$ 7,500.00
Operating Services	\$	\$
Decorations	\$ 2,000.00	\$ 2,000.00
Food & Beverages	\$38,000.00	\$
Audio Visual/Misc. Production Charges	\$ 10,000.00	\$ 10,000.00
Booth Expenses	\$ 2,500.00	\$
Postage	\$ 1,308.00	\$ 900.00
Other	\$	\$
Professional & Contract Services (Disclose Subcontractors)	\$	\$
TOTAL EXPENSES	\$91,908.00	\$39,000.00

Attachment C

PROFESSIONAL SPEAKERS/CONTRACT SERVICES/HONORARIUMS

Name of Organization: Louisiana Travel Promotion Association
Name of Program: Louisiana Travel and Tourism Summit 2011

Name and Address of Individual and/or Firm	Nature of Work Performed	Total Cost of these Services	Total Paid Under this Agreement
1 Scott Deming, Scott Deming's ESP 4775 Country Club Drive Syracuse, NY, 13215	General Session (Emotional Brand Building)	\$7,500	\$7,500
2 Jamie Wax, Stand-up Comedian, Stage/Film Actor, Playwright Baton Rouge, LA	MC Closing Awards Luncheon (And the "Louey" Award Winner Is...)	\$3,000	\$3,000
3 Kimberly Medlock, Productive Matters 4192 Summers Place Dr. Olive Branch, MS. 38654	Breakout Session (Get More Time For Your Day)	\$3,000	\$3,000
4 Steve Morse, Ph.D., Tourism Institute University of Tennessee Knoxville, TN 37996	Breakout Session (Protecting Your Tourism Budget)	\$1,800	\$1,800
5 David Avery, The Tombras Group 630 Concord Street Knoxville, TN 37919	Breakout Session (The Guide Guru)	\$1,500	\$1,500
6 Courtney Elliott, C. Z. Elliott & Associates P.O. Box 656 Plaquemine, LA 70764	Breakout Session (Rural Tourism Development)	\$1,000	\$1,000
7 Tanner Latham, Tanner Latham LLC 3809 12th Court S, #C-2 Birmingham, AL 35222	Breakout Session (New Era of Public Relations)	\$800	\$800
Total		\$18,600	\$18,600