



**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, 1165 South Foster Drive, Baton Rouge, LA 70806; hereinafter referred to as "LTPA" or "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 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 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, LTPA is a private, non-profit, membership trade association whose mission includes providing marketing and educational opportunities, serving as an advocate, resource and voice for the tourism industry of Louisiana as well as provide educational opportunities for the Louisiana travel and tourism industry; and

WHEREAS, LTPA has established many valuable relationships as well as collaborates with tourism industry stakeholders and partners, and is also knowledgeable regarding tourism resources and assets of Louisiana. The organization is staffed with professional and competent individuals who are available to assist the State in providing information to potential travelers; and

WHEREAS, the Office of Tourism desires to enter into a cooperative endeavor with LTPA to engage in a project involving preparing and distributing literature about Louisiana, its history, culture, recreation, folklife, attractions, art, leisure opportunities, natural and science resources, cuisine, sites, events and accommodations, in accordance with R.S. 51:1255 (4) (c), through the development of the **2011 Louisiana Official Tour Guide**; and

WHEREAS, LTPA under the direction of the State will sell advertisements for the State's 2011 Louisiana Official Tour Guide, and will also cooperate with the State in creating and implementing the design, and in handling the production and distribution of 350,000 copies, ensuring shipping requirements to the various State identified distribution outlets on the State's behalf; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and positive image of the state as a unique and desirable travel destination is proportionate to obligations undertaken by the State. The Louisiana travel and tourism industry will benefit through increased visitations, resulting in increased tax revenue.

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, Contractor agrees to assist the State in the promotion and expansion of Louisiana tourism by performing the following services:

Contractor shall under the direction of the State, sell advertisements, design, create, produce and distribute the **2011 Official Louisiana Tour Guide**, sometimes referred to as “**Tour Guide**” and shall ensure that the Tour Guide is user-friendly and creatively designed to encourage increased visitations to Louisiana. The layout and design shall showcase Louisiana’s tourism assets, serving as a tourism resource equipped with information that is easy to read and follow, and shall present Louisiana as a unique, friendly, and desirable premier vacation destination.

Contractor shall:

- a. Cooperatively work with the State to develop specifications regarding the design, content and production of the **2011 Official Louisiana Tour Guide**.
- b. Solicit and sell Louisiana appropriate tourism advertising space in the Tour Guide.
- c. Coordinate editorial content and the placement of advertisements for clients and related sales activities to the final production of the Tour Guide.
- d. Provide the State a comprehensive report of data regarding all collections and expenses associated with advertising, production and distribution services to include a complete listing of clients who purchased ads in the Tour Guide, as well as the amount paid for each individual ad.
- e. Adhere to all advertising instructions/specifications and timelines that have been provided by the State as well and in coordination with the State’s directed advertising agency representative(s).
- f. Insert prominent placement of full page advertisements for the State as specified by the State.
- g. Produce and distribute Three Hundred Fifty Thousand (350,000) copies of the **2011 Official Louisiana Tour Guide** in the first quarter of 2011, in assigned quantities to the four designated locations as follows:

USA 800 (Warehouse Site) 100,000 copies  
Attention: Chris Hamilton  
2000 E. 19<sup>th</sup> Street  
Kansas City, MO 64127  
Phone: 800-821-7539 ext. 315  
**24 hour advance notice required**

Forms Management Warehouse 230,000 copies  
Attention: Gary Watts  
950 Brickyard Lane  
Baton Rouge, LA 70802  
Phone: 225-219-9570  
Fax: 225-219-9573  
**48 hour advance notice required**

Louisiana Travel Promotion Association  
Attention: Mark Strickland  
1165 S. Foster Dr.  
Baton Rouge, LA 70806  
Phone: (225) 408-4032  
**Inside delivery required**

20,000 copies

### **Technical Specifications - for the 2011 Official Louisiana Tour Guide**

<b>Production Quantity:</b>	350,000 copies
<b>Trim Size:</b>	6.75" X 10"
<b>Bindery:</b>	Perfect bond
<b>Pages:</b>	156 plus 4 page cover
<b>Paper:</b>	Cover Stock – 100# gloss white enamel text (82 bright minimum)  Body Stock – 40# gloss white enamel text (76 bright minimum)
<b>Ink:</b>	4/4 process with dull varnish to outside covers (includes knock out for back cover mailer)
<b>Map:</b>	12-Panel Fold-out Map – 17 15/6" W X 19 ¼" H trim size, 50# white offset stock, 4/4 Ink

### **Packaging of Tour Guides**

Tour guides will be packaged in sturdy, custom cartons to exact size, filled to capacity and securely closed. Carton will be clearly marked with the publication name, date and quantity on the outside of each carton, and no individual carton should weigh more than 30 pounds.

Only sturdy 1st generation (new) pallets can be used ("skids" will not be accepted). Cartons must be secured to pallets, bound with plastic wrap and plastic bands. No fully packaged pallet can be wider than 40" (inclusive of pallet and contents).

### **Advertisements**

Contractor shall ensure a maximum of 150 characters per ad copy (including spaces, hyphens, etc.), at a placement cost of \$150.00 per advertisement. The parties mutually reserve the right to determine print copy based on the appropriateness of the advertisement and other factors. The State reserves the right to determine if proposed advertisements are appropriate ("good taste") for placement and in the best interest of Louisiana's tourism market, therefore any questionable, potential or prospective advertisements must be brought to the attention of the State.

Contractor understands and agrees that neither the Contractor or its associated business partners or providers shall receive any special discounts or benefits of any types for the above sale of advertisements or other related activities. However, association members may subscribe to a member classification to be included in the listing of the 2011 Official Louisiana Tour Guide, and Contractor may offer to the subscribing members a photo or expanded listings as an option for the normal advertising rate.

State also reserves the right to direct free listings should any be made available for "points of interest" generated by the State and Federal Government.

### **Business Transactions**

The Parties agree that business transactions related to the 2011 Official Louisiana Tour Guide includes all design, production and/or printing costs, and advertisement placement including commissions and distribution services. All billings and administrative functions related to sales and management of the advertising and final production of the 2011 Official Louisiana Tour Guide are the sole and exclusive responsibility of the Contractor, provided however, that the Contractor also acknowledges that the Office of Tourism will retain overall control of the editorial content of said publication.

### **Reporting Requirements**

**Final Report** - Upon the conclusion of all services, Contractor shall submit a comprehensive **Final Report** of services and activities, including a comprehensive financial accounting of all costs including a detailed accounting of sales/advertising, design, production, commissions, distribution costs and other associated expenses. Contractor shall also include in the report any notable challenges, strong points, and sales concerns and shall provide recommendations for future production and distribution.

Contractor shall provide a complete listing of the advertisers to include; 1) name of individual or business 2) street address, and 3) telephone number(s).

### **Payment Terms**

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **Five Hundred Sixty Three Thousand Five Hundred and No/dollars (\$563,500.00)**. Payment will be made only on approval of Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor or successor, who will serve as the State's Contract Monitor.

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

1. Contractor shall under direction of the State, sell advertisements for, design, create, produce and distribute for the State 350,000 copies of the **2011 Official Louisiana Tour Guide** at a price not to exceed Five Hundred Sixty-Three Thousand Five Hundred Dollars (\$563,500.00) in production costs, inclusive of design, printing, and distribution (shipping costs).
2. The Office of Tourism will be credited for 50% of net sales (defined as the gross sales minus commissions) up to \$563,500.00 of said net sales. State will receive credit for 25% of net sales that exceed \$563,500.00. The Office of Tourism's percentages will be credited against the final invoice from Contractor for these services.

3. Upon submission of the final invoice reconciling the payment accompanied by the comprehensive Final Report of sales activities, with supporting documentation verifying production cost minus credited net sales, and upon notice of the delivery of the 350,000 2011 Official Louisiana Tour Guides, the State will authorize the release of payment. State must receive an original invoice, the Final Report with supporting documentation verifying the reconciled billing for services and proof of delivery of tour guides, which must be submitted no later than **May 31, 2011**.

Payment is 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 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. Terms of payment will be determined 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 Contractor executes a copy of the Agreement and submits to the State for approval, a comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The State shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at [ebudgets@lla.la.gov](mailto:ebudgets@lla.la.gov).

#### **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 72-6027251.

#### **Termination Clause**

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of this agreement, provided that the State shall give the Contractor written notice specifying the 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 the said failure and thereafter proceed 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 remedy the defect.

#### **Termination for Convenience**

The State may terminate the Contract 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 agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

## **Ownership**

All records, reports, documents and other materials 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 materials related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted 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.

The Contractor shall obtain releases, licenses, permits or other authorizations ("Third Party Approvals") to use photographs, copyrighted materials, art work or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the State, and the Contractor shall be responsible for any claims with respect to such use.

## **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, the Office of the Governor, the Louisiana Division of Administration or any State auditors shall have the option of auditing all records and accounts of Contractor which relate to services provided under this agreement. Additionally, Contractor shall provide reasonable access to all records and legislative documents which relate to advertising sales upon request, in order to ensure that the State receives the proper information and/or credit regarding ad sales transactions and commissions, should such a request be made for auditing purposes.

## **Fiscal Funding Clause**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract. 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.

## **Term of Contract**

This cooperative endeavor agreement shall begin on **January 1, 2011** 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, 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**

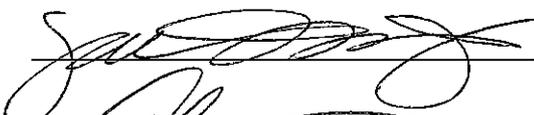
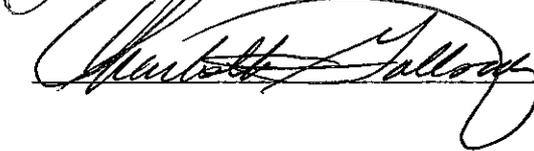
Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgements of sums of money to any party for loss of life or injury or damage to persons or property growing out of, resulting from or by any negligent act or omission, operation or work of the Contractor, 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, duly executed by all parties, and approved by the Director of the Office of Contractual Review, Division of Administration.

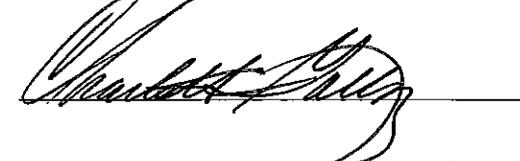
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 14<sup>th</sup> day of March 2011

**WITNESSES:**

	
	<p>Jim Hutchinson, Assistant Secretary          Department of Culture, Recreation and Tourism          Office of Tourism</p>

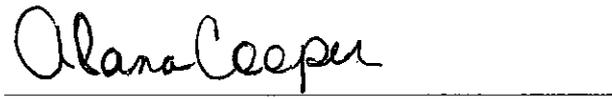
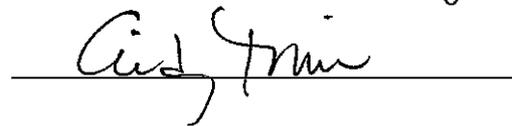
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 17<sup>th</sup> day of March 2011

**WITNESSES:**

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 22 day of March 2011

**WITNESSES:**

	
	<p>Alana Cooper, Chairman of the Board          Louisiana Travel Promotion Association</p>

## Exhibit A

**Agency Name:** Office of Tourism  
**Contractor's Name:** Louisiana Travel Promotion Association  
**Contract Monitor:** Jack Warner

### **Detailed Goals and Objectives:**

Contractor shall under the direction of the State, sell advertisements for, design, create and produce 350,000 copies of a user-friendly **2011 Official Louisiana Tour Guide** for public distribution to encourage increased tourism travel and visitation to Louisiana. The Tour Guide shall provide informative and entertaining travel information that presents and promotes Louisiana's tourism resources and stakeholders in the industry. The Tour Guide shall be designed to present Louisiana as a unique and desirable premier travel and vacation destination.

### **Services and Deliverables:**

Deliverables include the solicitation for advertisements in the Tour Guide, a complete accounting of advertisement and production activities including clients and sales data, progress reports, sufficient documentation of production costs, commissions and credits, distribution reports including cost for delivery of 350,000 copies of the 2011 Official Louisiana Tour Guide, and the Final Report with support documentation as specified in the Scope of Services and Payment Terms.

### **Performance Measures:**

Contractor's performance will be measured by the quantity and quality of sales, Tour Guide layout, usefulness of the Tour Guide and placement of information, timely and accurate reporting, and timely delivery of all services including the final distribution of all Tour Guides.

### **Monitoring Plan:**

Jack Warner, his designee, supervisor or successor will serve as the State's Contract Monitor and will ensure that services will be monitored, completed and evaluated in accordance with the terms of the agreement in the following manner:

- Contract Monitor will review and verify information in the Final Report and other documents to ensure compliance with the terms of the agreement and will contact the Contractor regarding any concerns or unachieved requirements.
- Contractor Monitor will review the Final Report provided by the Contractor regarding production, distribution and cost to ensure that the payment request is calculated correctly and will also ensure that the stated goals and objectives have been achieved.
- Contract Monitor will complete and submit a performance evaluation to the Office of Management and Finance within 45 days of the completion of all services in compliance with statutory regulations, policy and procedures.

### **Utility of Final Product:**

The State and Louisiana tourism partners will utilize the 2011 Official Louisiana Tour Guide as the leading collateral piece to be distributed to visitors and potential visitors as a resource for marketing Louisiana tourism assets and opportunities.

**ATTACHMENT B**

**Project Budget (2010-2011)**

**Anticipated Income or Revenue**

<b><u>Income</u></b>	<b><u>Amounts</u></b>
Ad Sales	\$462,400.00
State of Louisiana (350,000 copies X \$1.61)	<u>\$563,500.00</u>
<b>Total Income</b>	<b>\$1,025,900.00</b>

<b><u>Expenses</u></b>	<b><u>Amounts</u></b>
Commissions	\$32,368.00
Guide Production Cost	<u>\$563,500.00</u>
State of Louisiana Formula	

Total Cost of Guide	\$ 563,500.00
Ad Sales minus Commissions	\$462,400-\$32,368=\$430,032
Divided by 2=	<u>215,016.00</u>

**Expected Net Payment for State**  $\$563,500 - \$215,016 = \$348,484.00$