

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: Louisiana Travel Promotion Association (LA Official Tour Guide)

CONTRACTOR'S ADDRESS: 1165 South Foster Drive, Baton Rouge, LA 70806

CONTRACTOR'S FEDERAL ID#72-6027251 or

SOCIAL SECURITY # _____

CONTRACTOR'S CONTACT PERSON: Darienne Mobley

CONTRACTOR'S TELEPHONE: 1-225-408-4031 or 225-346-1857

EMAIL ADDRESS: DMobley@ltpa.org

TOTAL CONTRACT AMOUNT: \$39,000.00 Amendment Amount: N/A

CONTRACT PERIOD: 10/15/11-06/30/12

FUNDING AGENCY: DCRT, Office of Tourism

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

Organ. 6786	Object 2710	Sub object	Reporting Cat. 7213
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

Services provide for State Sponsorship in planning and implementing the 2012 Louisiana Travel and Tourism Summit to be held at the Shreveport Convention Center.

**Office of Lt. Governor/
Department of Culture, Recreation & Tourism
Funding Agreement Checklist**

Agency/Program: 267- Tourism

Recipient: Louisiana Travel Promotion Association (Summit)

- Indicate:**
- Cooperative Endeavor
 - Professional Services Contract
 - Personal Services Contract
 - Consulting Services Contract
 - Social Services Contract
 - Grant: Indicate Specific Program
 - Line Item Appropriation
 - Letter of Agreement

- | Yes | No | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include budget worksheet? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include anticipated uses? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include estimated duration of the project? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include goals, objectives, and measures of performance? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement indicate requirement of written progress report every six (6) months? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been approved by the appointing authority? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor? |

Signatures:

 _____ Contract Monitor	<u>10/28/11</u> Date
 _____ Appointing Authority	<u>10/28/11</u> Date

**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 sometimes referred to as "State" or "LOT," and the Louisiana Travel Promotion Association officially domiciled at 1165 S. Foster Drive, Baton Rouge, Louisiana 70806, hereinafter sometimes 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 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. The LOT 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, LTPA is a private, non-profit, tourism industry membership trade association. Its mission includes: 1) providing marketing opportunities for the tourism industry; 2) connecting stakeholders with available resources for tourism development opportunities; 3) serving as an advocate, resource and voice for the tourism industry of Louisiana; and 4) providing educational opportunities for the Louisiana travel and tourism industry; and

WHEREAS, the Office of Tourism desires to cooperate with the Contractor in the implementation of the 2012 Louisiana Travel and Tourism Summit ("Summit"), a three-day conference to be held Tuesday, January 24 - Thursday, January 26, 2012 at the Shreveport Convention Center; and

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

WHEREAS, objectives for this endeavor include 1) strengthening networking collaborations, 2) providing information and tools for both public and private businesses to improve travel related services in Louisiana, 3)

encouraging tourism partners and stakeholders to promote and maintain awareness regarding Louisiana's tourism resources and assets, and 4) working in collaboration to identify ways to promote a positive image of Louisiana as a unique and desirable travel destination; and

WHEREAS, the overall goal is to improve the Louisiana visitor and travel experiences, which will result in increased travel activities within the state. The public benefit is economic development which conforms to the aforementioned governmental purposes for which the Louisiana Office of Tourism was created. Louisiana's tourism industry and the overall economy will benefit from this endeavor.

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 the following services as provided herein and in greater detail in the Attachments, which are by this reference incorporated herein:

Contractor shall:

- a) Plan, implement and manage all activities and events of the 2012 Louisiana Travel and Tourism Summit to be held at the Shreveport Convention Center, January 24-26, 2012.
- b) Use funding to provide speakers for workshops, sessions, panel discussions, and/or lectures that are designed to provide the latest updates in the tourism industry, taking into careful consideration all recommendations of the Louisiana Office of the Lieutenant Governor and Department of Culture, Recreation and Tourism, Office of Tourism. Funds will also be used to supplement production and publicity costs.
- c) Market and publicize the Summit 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, through invitations, verbal communication, internet publicity, mailings, media publications, public announcements, etc.
- d) Coordinate all arrangements for speakers, panelists and tourism professionals identified to deliver information in workshops, sessions, lectures, panels, etc.
- e) Coordinate all administrative needs including meals, site arrangements, signage, registrations, and decorating needs for Summit activities.
- f) Provide complimentary and/or reduced registrations to ensure prominent State inclusion in Summit activities. Contractor shall provide, at a minimum, an opportunity for a representative from the Office of the Lieutenant Governor and/or the Office of Tourism (speakers to be determined by the State) to address attendees in a general session. Contractor shall make available a Louisiana tourism information booth, throughout the Summit with a table and chairs for the use of the State's staff to conduct tourism business and to accommodate meetings and discussions with industry partners.

- g) Prominently recognize the Louisiana Office of the Lieutenant Governor and the Department of Culture, Recreation and Tourism, Office of Tourism as sponsor of the Summit by prominently displaying the State's official tourism logo "**Louisiana Pick Your Passion**" at various locations throughout the Summit events and in all publicity materials such as the official program/itinerary of the conference, electronic presentations such as videos, newsletters, email notices, and handouts, and shall also prominently insert the official tourism logo as a banner ad with hyperlink from the www.ltpa.org website and other prominent publicity websites used to promote the Summit, to **Louisianatravel.com**.
- h) **Upon conclusion of the Summit and not later than March 31, 2012**, 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, a list of prominent speakers present and the organizations represented, bios/resumes, list of tourism stakeholders present, and other descriptive information regarding the activities including panel 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, recommendations for future summits, and information regarding the effectiveness of the overall Summit as it pertains to the goals and objectives, the overall attendance and an assessment of participants. Contractor shall also attach copies of surveys, handouts, brochures and publicity materials that verify State recognition as a sponsor of the Summit.

The State agrees to:

- Provide supplemental funding for speakers, publicity efforts and production costs 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 and the selection of speakers.
- Be responsible for the planning and hosting of at least 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 DCRT, 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. All 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 h), 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 performed in accordance with the terms of the agreement, including the Attachments. The Final Report with invoice and supporting documentation must be submitted to the State not later than **March 31, 2012**.

Additionally the Contractor agrees to provide the State with a full accounting of expenses, the finalized list of speakers and/or presenters and other sub-contracted services to include names, addresses, presentation topics, and fees or honorariums.

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 it is found in any audit that the Contractor defaulted on the agreement, breached the terms of the agreement, or ceased to do business in Louisiana, it shall be required to repay the State in accordance with the State's terms or requirements.

Contractor is hereby informed that no funds appropriated under Act 12 of the 2011 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 specific goals and objectives for the use of such funds, including 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 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 proceeded 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 Contractor's 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 in accordance with La R. S. 24:513 the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and auditors from the State 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 **October 15, 2011** and terminate on **June 30, 2012**.

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 13th day of October, 2011.

WITNESSES:

DEPARTMENT OF CULTURE,
RECREATION AND TOURISM

[Signature]
[Signature]

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

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

WITNESSES:

[Signature]
[Signature]

[Signature]
Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation & Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 25 day of October, 2011.

WITNESSES:

LOUISIANA TRAVEL PROMOTION
ASSOCIATION

[Signature]
[Signature]

[Signature]
Fran Thibodeaux, Chairman 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 in this endeavor is to support and effort to improve visitor services that will increase travel related activities within the State of Louisiana through the implementation of the 2012 Louisiana Travel and Tourism Summit (“Summit”), a three-day conference to be held Tuesday, January 24-Thursday, January 26, 2012 at the Shreveport Convention Center. The Summit will provide tools for public and private businesses in the tourism industry and will encourage maintaining awareness of Louisiana’s tourism resources, and the promotion of a positive image of the state as a unique and desirable travel destination.

Objectives: include the successful implementation of the Summit to include 1) strengthening networking collaborations, 2) providing information and tools for both public and private businesses to improve travel related services in Louisiana, 3) encouraging tourism partners and stakeholders to promote and maintain awareness regarding Louisiana’s tourism resources and assets, and 4) collaborating to identify ways to promote a positive image of Louisiana as a unique and desirable travel destination. Contractor is responsible for building of collaborations on the state, national and international levels by inviting panelists, and presenters who are knowledgeable regarding the Tourism industry to provide current information regarding tourism trends that will impact Louisiana’s industry.

Performance Measures:

Contractor’s performance will be measured by 1) the effectiveness of the publicity that is created to promote the Summit, 2) the amount of tourism exposure and value of the sponsor benefits received by the State, including participation in the Summit and recognition in Summit-related materials and publicity 3) the organized structure of the Summit including convenient registration and check-in procedures, agenda and timelines, 4) presence of attendees representing Louisiana’s diverse tourism industry, 5) participant satisfaction measured by positive feedback regarding the relevance of information provided by presenters 6) total number in attendance and 7) by the ability of the Contractor to adhere to the terms of this agreement, including a full accounting of expenses to justify the State’s investment in supporting this event.

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, in accordance with the terms of this Agreement in the following manner:

Contract Monitor shall:

- Attend the Summit to validate services, review and verify information provided 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.
- Review all services to ensure the accomplishment of the stated goal and objectives, as per the performance measures as stated above.
- 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.

Utility of Final Product:

The 2012 Louisiana Travel and Tourism Summit will provide opportunities for sharing knowledge and networking among Louisiana’s tourism industry leaders. Through the Summit, the State will assist stakeholders in better promoting Louisiana to visitors, and improving the visitor experience.

Attachment B

Louisiana Travel Promotion Association

Louisiana Travel and Tourism Summit
Comprehensive Budget (2011-12)

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>	<u>State</u>
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 Tourism Industry Summit January 24-26, 2012

Name and Address of Individual and/or Firm	Nature of Work Performed	Total Cost of these Services	Total Paid Under this Agreement
1 Peter Yesawich, Ypartnership 423 S Keller Rd, Ste 100, Orlando, FL 32810	Opening Luncheon (Emerging Lifestyles and Travel Trends)	\$5,500	\$5,500
2 Phil Bruno, Treat 'em Right Seminars 6786 China Lake Dr, St. Louis, MO 63129	Breakout Session (Case Studies of DMO's in Down Economy)	\$3,500	\$3,500
3 Peggy Yervanian, Paragon Media, Inc. 388 Ridgewood Ave, Glen Ridge, NJ 07028	Breakout Session (How to Select Media for a Campaign)	\$3,500	\$3,500
4 Craig Marinello, Next Step Resources, LLC 17 Kathleen Drive, Covington, LA 70433	Breakout Session (Sales with Style)	\$1,000	\$1,000
5 Additional speakers/presenters to be confirmed	TBA -To be determined	\$5,100	\$5,100
6 Lt. Governor Jay Dardenne	Breakfast with the Lieutenant Governor	\$0	\$0
7 Jim Hutchinson and Staff	General Session (Update from LOT)	\$0	\$0
8 Anne Klenke, Graham Group	Breakout Session (Grants Panel)	\$0	\$0
9 Doug Bourgeois, LOT	Breakout Session (Grants Panel)	\$0	\$0
10 Pam Atchison, Shreveport Arts Council	Breakout Session (Grants Panel)	\$0	\$0
11 Lisa Simon, NTA 101 Prosperous Pl, Ste 350, Lexington, KY 40509	Breakout Session (Group Travel Trends)	\$0	\$0
12 New Orleans Tourism Marketing Corporation	Breakout Session (Social Media Panel)	\$0	\$0
13 Baton Rouge Area CVB	Breakout Session (Social Media Panel)	\$0	\$0
14 Jesse Lambert, Houmas House Plantation	Breakout Session (Social Media Panel)	\$0	\$0
15 Student Travel Trends	Breakout Session		
16 Alexandria/Pineville Area CVB	Breakout Session (Sports Marketing Panel)	\$0	\$0
17 Lake Charles/Southwest Louisiana CVB	Breakout Session (Sports Marketing Panel)	\$0	\$0
18 Baton Rouge Area CVB	Breakout Session (Sports Marketing Panel)	\$0	\$0
19 Shreveport-Bossier CTB	Breakout Session (Sports Marketing Panel)	\$0	\$0
20 Chris Stelly, Louisiana Entertainment)	Breakout (Film Industry: How To Be Involved)	\$0	\$0
21 Diego Martinez, Millennium Studios	Breakout (Film Industry: How To Be Involved)	\$0	\$0
22 Arlena Acree, City of Shreveport	Breakout (Film Industry: How To Be Involved)	\$0	\$0
23 Debra Credeur, LOT	Breakout (Embracing Your Rural Tourism Assets)	\$0	\$0
24 Judy Williams, Williams Creative Group	Breakout Session (Public Relations/Fam Tours)	\$0	\$0
25 Miles Media	Breakout Session (louisianatravel.com)	\$0	\$0
26	General Session (Louisiana Tourism Research)		
Total		\$18,600	\$18,600