

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 or Jill Kidder

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

EMAIL ADDRESS: DMobley@ltpa.org of JKidder@ltpa.org

TOTAL CONTRACT AMOUNT: \$175,000.00 Amendment Amount: N/A

CONTRACT PERIOD: 07/01/12-06/30/13

FUNDING AGENCY: DCRT, Office of Tourism

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

Organ. 6786	Object <u>2710</u>	Sub object _____	Reporting Cat. <u>7313</u> <i>rw</i>
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

Services provide for a collaborative effort to produce and distribute the 2013 Official Louisiana Tour Guide (350,000 copies). Development of the Tour Guide involves creating, promoting and disseminating the Tour Guide as a resource tool designed to entice visitors and potential visitors to travel Louisiana and enjoy the tourism assets and resources, for economic and tourism development purposes.

**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 the "LOT" or the "State," and the Louisiana Travel Promotion Association, 1165 South Foster Drive, Baton Rouge, LA 70806; hereinafter referred to as "LTPA" or "Contracting Party."

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 is 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 Louisiana Office of Tourism is also mandated to assist local government and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La. R.S. 51:1255(8), the Louisiana Office of Tourism is statutorily vested with the power, duty, function, and responsibility to "(c)operate with...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 consistent with the provisions of the Louisiana Visitor Travel and Hospitality Act (La. R.S. 51:1251 et seq.)"; and

WHEREAS, the LTPA, a nonprofit corporation, is Louisiana's tourism industry membership trade association. The LTPA provides marketing opportunities for the tourism industry; connects stakeholders with available resources for tourism development opportunities; serves as an advocate, resource and voice for the tourism industry of Louisiana; and provides educational opportunities for the Louisiana travel and tourism industry; and

WHEREAS, the LTPA and the State share a common objective of creating and distributing a single, official tour guide to promote the tourism resources and attractions of Louisiana to potential visitors for the purpose of increasing tourism in Louisiana; and

WHEREAS, the LTPA and the State have each agreed to contribute resources and labor to this endeavor and to assume the responsibilities required to produce, promote, and distribute the 2013 Official Louisiana Tour Guide (Tour Guide), as set forth in this agreement; and

WHEREAS, this collaboration allows for the sharing of responsibilities between the parties to achieve a common goal for a public benefit. The State has a demonstrable, objective and reasonable expectation of receiving a benefit or value at least equivalent to the amount to be expended and otherwise contributed to this cooperative endeavor; and

WHEREAS, the public purpose of this endeavor is the expansion of tourism and the tourism industry in Louisiana,

resulting in increased tax revenues for the state and local government. This public purpose comports with the governmental purposes the Louisiana Office of Tourism is legally authorized to pursue. The objective of this endeavor is to create, promote, and disseminate the Tour Guide, which will serve as the primary collateral piece to inform potential visitors of Louisiana's tourism resources and promote Louisiana as a tourism destination.

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 the attached exhibits, which are by this reference incorporated herein, the LTPA and the LOT will cooperate to produce, promote, and distribute the Tour Guide. Working together, the parties shall ensure that the design and content of the Tour Guide are coordinated with the State's master plan for tourism, including the *Louisiana: Pick Your Passion* brand; reflect the needs and support the promotional efforts of all tourism industry partners across Louisiana; and effectively provide the information needed by tourists to plan and/or extend their trip to Louisiana. The parties shall encourage participation and inclusion of a broad and deep representation of Louisiana's tourism resources, attractions, and partners. The parties shall take all reasonable and appropriate steps to minimize the cost of this endeavor, including targeted and appropriate advertising, and to maximize the exposure and distribution of the Tour Guide.

Payment Terms

The LOT hereby agrees to pay the LTPA a maximum amount of **One Hundred Seventy-five Thousand and No/dollars (\$175,000.00)**. Payment will be made only on approval of the LOT's Contract Monitor, Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor or successor.

Upon LTPA's completion of the tasks and fulfillment of the responsibilities to the reasonable satisfaction of the State, payment shall be disbursed as follows:

On or before June 15, 2013, the LTPA shall submit an original invoice to the State, accompanied by the **Final Report** described in Exhibit A. The amount of the invoice shall not exceed \$175,000.

The estimated total cost for the production and distribution of the Tour Guide is \$625,000. Should the amount of advertising sales revenue earned by the LTPA exceed \$625,000, the State shall be entitled to a reduction in the amount due. The amount of the invoice shall reflect a credit to the LOT in an amount equal to 40% of all advertising sales revenue above \$625,000 for all sales transactions recorded between July 1, 2012 and May 31, 2013.

Travel expenses are not reimbursable under this agreement.

Payment is contingent upon the availability of funds and upon approval of this agreement by the Office of Contractual Review.

The Contracting Party is notified that no funds appropriated under Act 13 of the 2012 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 Contracting Party executes a copy of this Agreement and submits to the LOT 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 LOT shall submit this executed agreement, the comprehensive budget, and any other required information to the Louisiana Legislative Auditor for

approval at ebudgets@lla.la.gov.

Taxes

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Contracting Party'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 the Contracting Party to comply with the terms and/or conditions of this agreement, provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party 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 the Contracting Party in default and the agreement shall terminate on the date specified in such notice. The Contracting Party 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 Contracting Party 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 this agreement at any time by giving (30) days written notice to the Contracting Party. The Contracting Party 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 the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this agreement. All records, reports, documents, or other materials related to this agreement and/or obtained or prepared by the Contracting Party in connection with the endeavor described herein shall become the property of the State, and shall, upon request, be delivered by the Contracting Party to the State at the Contracting Party's expense at termination or expiration of this agreement.

The Contracting Party shall be responsible for obtaining all 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 Contracting Party, its employees, agents, contractors and assigns, for use in performing services related to this endeavor, and the Contracting Party shall be responsible for any claims with respect to such use.

Assignment

Contracting Party 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 Contracting Party 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, the Office of the Governor, the Louisiana Division of Administration and any State auditors shall have the option of auditing all records and accounts of the Contracting Party that relate to the endeavor described in this agreement. The Contracting Party and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this agreement. The Contracting Party shall provide the Contract Monitor and his designees reasonable access to all records and accounts that relate to this agreement, including all advertising sales. The Contracting Party shall designate an individual who shall serve as the point of contact and responsible party for audit compliance and reporting.

Fiscal Funding Clause

The continuation of this agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Term of Contract

This cooperative endeavor agreement shall begin on **July 1, 2012** and shall terminate on **June 30, 2013**.

Discrimination Clause

The Contracting Party 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 Federal 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 the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contracting Party agrees not to discriminate in its employment practices, and will carry out the provisions of this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

Indemnification Clause

The Contracting Party 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 Contracting Party, his agents, servants, contractors, or employees while engaged upon or in connection with the responsibilities and services performed by the Contracting Party 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 Louisiana Division of Administration, Office of Contractual Review.

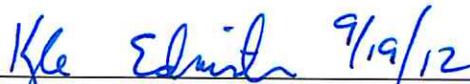
IN WITNESS WHEREOF, the parties have executed this Agreement at the places and day and month as written below.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 19th day of September 2012.

WITNESSES:

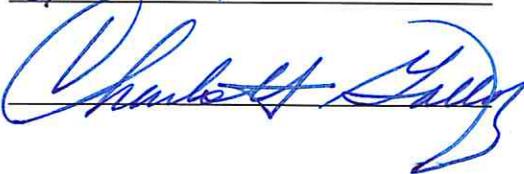
DEPARTMENT OF CULTURE, RECREATION AND TOURISM

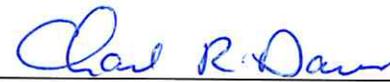

Marlene Curcio


Kyle Edmiston, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 23rd day of September 2012.

WITNESSES:


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

THUS DONE AND SIGNED AT New Iberia, Louisiana on the 1 day of October 2012.

WITNESSES:

LOUISIANA TRAVEL PROMOTION ASSOCIATION


Céline Alis

Samantha McClure


Fran Thibodeaux, Chairman of the Board

Exhibit A

Act 13 of 2012 requires an executed agreement that sets forth 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.

Estimated duration of the project: July 1, 2012 – June 30, 2013

Goal: The expansion of tourism and the tourism industry in Louisiana, resulting in increased tax revenues for the state and local government.

Objectives: The production, promotion, and distribution of a single, official tour guide to promote the tourism resources and attractions of Louisiana to potential visitors.

Parties' Responsibilities:

	LOT	LTPA
Production/ Administration	<ul style="list-style-type: none"> • Determine the look, feel, branding, high-level messaging of the Tour Guide to ensure consistency with the statewide tourism marketing campaign • Provide final editorial review and approval of all content and design, including advertising, organization, features, layout, and images 	<ul style="list-style-type: none"> • Enter into, oversee, and manage all sub-contracts and related accounting required to carry out production and advertising sales • Guide and provide first-line editorial review of all content and design • Create and manage an action plan to ensure the project stays on time and on budget
Promotion	<ul style="list-style-type: none"> • Promote participation in the Tour Guide by all public and private tourism industry partners, statewide • Promote the availability of the Tour Guide to consumers through advertisements, tradeshow and tourism events, the official tourism website, and the LOT's welcome centers 	<ul style="list-style-type: none"> • Promote participation in the Tour Guide among its members through listings that include accurate and compelling information and images • Encourage appropriate tourism industry partners to advertise in the Tour Guide
Distribution	<ul style="list-style-type: none"> • Distribute the Tour Guide as the primary collateral for Louisiana tourism promotion through its toll-free phone number, website requests, trade shows, sales missions, events, and welcome centers 	<ul style="list-style-type: none"> • Distribute the Tour Guide to the LTPA Warehouse, the Forms Management Warehouse, the USA 800 Warehouse, and other designated locations

Advertisements

In order to offset the cost of this endeavor, the LTPA is authorized to sell advertising in the Tour Guide and other designated tourism platforms. The State reserves the right to determine placement of all ads, prior to the sale; and if proposed advertisements are appropriate (“good taste”) for placement and in the best interest of Louisiana’s tourism market. The LTPA shall bring to the State’s attention any questionable, potential or prospective advertisements and advertisers. The LTPA, with the approval of the State, has established guidelines for rates and the selling of advertisement to address the needs of the various Louisiana partners.

The LTPA understands and agrees that neither the LTPA nor its members, associated business partners or providers shall receive any special discounts or benefits of any type for the above sale of advertisements or other related activities. However, LTPA members may subscribe to a member classification to be included in the listing of the 2013 Official Louisiana Tour Guide, which information must be disclosed in the Final Report. The Contracting Party may offer to the subscribing members a photo or expanded listings as an option for the normal advertising rate.

The State also reserves the right to direct free listings should any be made available for “points of interest” owned and/or operated by the state, local government and/or federal government.

Business Transactions

The Parties agree that business and/or financial transactions related to the 2013 Official Louisiana Tour Guide include advertising and production expenses associated with creative design and layout, proofing, printing, and distribution costs. All billings and administrative functions related to advertising sales and management, production and distribution of the final production of the 2013 Official Louisiana Tour Guide are the sole and exclusive responsibility of the Contracting Party; provided however, that the Contracting Party acknowledges that the Office of Tourism will retain overall control of the editorial content.

Deliverables:

1. **The 2013 Louisiana Tour Guide.** The primary deliverable to be created through this cooperative endeavor is the 2013 Official Louisiana Tour Guide, a 166-page user-friendly publication that will support the goals of the LOT and LTPA to promote the expansion of tourism in Louisiana.

Delivery Specifications:

USA 800 (Warehouse Site) Attention: Chris Hamilton 2000 E. 19 th Street Kansas City, MO 64127 Phone: 800-821-7539 ext. 315 24 hour advance notice required	75,000 copies
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Forms Management Warehouse Attention: Gary Watts 950 Brickyard Lane Baton Rouge, LA 70802 Phone: 225-219-9570 Fax: 225-219-9573 48 hour advance notice required	255,000 copies
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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:

Production Quantity:	350,000 copies (No state funds will be used for printing costs)
Trim Size:	6.75" X 10"
Bindery:	Perfect bond
Pages:	156 + 6 + 4 (includes covers)
Cover Stock:	100# No. 3 Gloss (dull varnish coating)
Body Stock:	40# No. 4 Gloss
Ink:	4/4 process with flood varnish
Map:	6 Panel Fold-out Map – 17 15/6" W X 19 1/4" H trim size, 50# white Offset, 4/4 Ink
Packaging:	<p>The 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 (not more than 40-42 Tour Guides per carton).</p> <p>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).</p>

Content and Design Specifications:

- The creative design of the Tour Guide will be a reflection of and be consistent with the State's branding and advertising efforts. The creative goal will be to compel the Visitor/Reader through the Tour Guide to ultimately travel to and through Louisiana. This will be accomplished through exciting imagery from Louisiana photographers, carefully chosen writers and editors, and a storyline that is uniquely Louisiana's own.
- The Tour Guide will include features/magazine articles in the front of the publication focusing on the "Passions" or primary interest areas of the state, as well as regional sections copy. The feature articles will include, but not be limited to, Music, Food, Festivals, History/Art/Culture, and the Outdoors.
- The Tour Guide shall include editorial input, which shall be solicited and initially vetted by the LTPA, on new products, attractions, events, festivals, programming, art, museums, initiatives, new marketing focus, etc. from the Convention and Visitor Bureaus, Tourist Commissions, and other interested partners from within the state. The editorial process should result in content that moves the reader to action.
- The Guide shall contain an accurate map, updated from the 2012 Tour Guide including any updated labels as directed by the LOT.
- The advertisers and advertising in the Tour Guide shall be appropriate and consistent with the branding and promotion of Louisiana as a tourism destination.
- All copy shall be meticulously proofed at multiple levels to ensure the Tour Guide is accurate, up-to-date, clearly-written, and error-free.

2. Reporting

Monthly Sales/Progress Reports - The Contracting Party shall submit to the State a monthly Progress Report

of all advertising and/or marketing sales transactions related to LouisianaTravel.com/digital media and the Tour Guide, and shall also include updates on the status of production and distribution activities related to the Tour Guide, as it applies. **Reports must be submitted not later than the 15th day of each month beginning September 15, 2012.**

Final Reports – After final delivery of the Tour Guide but no later than June 15, 2013, the Contracting Party shall produce and submit to the State a Final Report. The Final Report shall include a comprehensive financial accounting of all business transactions including advertising sales and production costs (e.g., creative design, proofing, layout, printing, distribution, shipping, and other associated expenses). The Contracting Party shall also describe any notable challenges, achievements, and recommendations for future sales, production, promotion, and distribution. The Final Report shall include a complete listing of the advertiser information including: (1) name of individual or business; (2) street address; (3) telephone number(s), (4) size of advertisement, and (5) cost.

Performance Measures:

The Contracting Party's performance will be measured by the ability of the Contracting Party to fully cooperate with the State's requirements, including the State's input in the content, design, and layout and appropriate advertisements (applicable for tourism industry), and the outcome measured by creative design, layout, usefulness and the organized placement of the information in Tour Guide, timely production, accurate reporting and sufficient documentation for services and cost, timely delivery of the Tour Guides, and by the relevance of the information provided in the Final Report.

Monitoring Plan:

Jack Warner, his designee, supervisor or successor will serve as the State's Contract Monitor and will ensure that this endeavor is monitored, carried out, and evaluated.

Contract Monitor shall:

- Serve as the liaison between the LOT and the LTPA and will work out details regarding the LOT's input, review and verify information and services to ensure compliance with the terms of the agreement.
- Contact the LTPA regarding any concerns and secure any missing information that is needed to verify compliance.
- Review the monthly reports, invoice, and final report to ensure compliance prior to authorizing any release of payment.
- Complete a performance evaluation, which shall be submitted to the Office of Management and Finance within 45 days of the termination or expiration of this agreement.

Utility of Final Product:

LTPA and the LOT share a common goal of marketing Louisiana tourism resources to potential tourists. The State along with LTPA and other Louisiana tourism partners will utilize the 2013 Official Louisiana Tour Guide as the leading collateral piece to be distributed at welcome centers and to visitors and potential visitors.

ATTACHMENT B

Project Budget (2012-2013)

Anticipated Income or Revenue

<u>Income</u>	<u>Amounts</u>
LTPA Estimated Advertising Sales	\$ 500,000.00
State of Louisiana (Maximum Payable in the Project)	\$ 175,000.00
Total Income	\$ 675,000.00

Estimated Production Expenses (350,000 Copies Tour Guide) **Amounts**

	<u>Total Production</u>	<u>LOT Share</u>
Editorial Content, Coordination/Management, & Proofing	\$135,000.00	\$50,000.00
Creative Design, Photography	\$250,000.00	\$50,000.00
Printing, Supplies, Paper and Distribution	\$135,000.00	\$ 0.00
Sales/Marketing & Promotions	\$155,000.00	\$75,000.00
Estimated Production & Distribution	\$675,000.00	\$175,000.00

Estimated Production and Distribution Cost per copy (\$1.93 per copy)

Maximum Cost per copy to the State (\$.50 cents per copy)