

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 "CRT" or the "State," and New Orleans Bowl, Inc., officially domiciled at 2020 St. Charles Avenue, New Orleans, LA 70130, hereinafter referred to as "Contractor," under the following terms and conditions:

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 scenic 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, the State desires to enter into a cooperative endeavor with the Contractor in a project that serves to create economic and tourism development opportunities for the state of Louisiana and the city of New Orleans through the hosting of the 2011 R+L Carrier New Orleans Bowl game (Event), to be held at the Mercedes-Benz Superdome in New Orleans, Louisiana, Saturday, December 17, 2011; and

WHEREAS, the R+L Carrier New Orleans Bowl competition is a postseason college football game certified by the NCAA, that originated in 2001 and is now held annually; the game has traditionally been played in what is now the Mercedes-Benz Superdome; and

WHEREAS, it is estimated that the R+L Carrier New Orleans Bowl championship game will generate approximately \$13.8 million in economic activity, generating an estimated \$900,000 plus in both state and local sales taxes. The Event is expected to draw more than 20,000 visitors, which will include game participants, fans and supporting spectators from across the country to the city of New Orleans. This year's crowd is projected to be over 30,000 to attend the game alone based on a recorded attendance of approximately 29,159 for the 2010 game; and

WHEREAS, the Event will be broadcast on ESPN to a national audience; the Louisiana tourism industry will receive national attention, and the State will receive recognition as a sponsoring supporter, in connection with the R+L Carrier New Orleans Bowl through verbal and printed marketing publicity, to include press releases, tourism advertisements in the official program that will be available for purchase at the Event, announcements, internet promotions, and other associated media and publicity efforts; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of the state as a unique and desirable travel destination is proportionate to the obligations undertaken by the State. Louisiana's economy and tourism industry will benefit from attendance and associated publicity; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

Contractor shall successfully plan, organize, promote, produce, host, and manage the 2011 New Orleans Bowl game to be held Saturday, December 17, 2011, at the Mercedes-Benz Superdome, in New Orleans, Louisiana. To ensure that the State receives a reasonable return on the investment in this Event, the Contractor shall ensure that the Office of the Lieutenant Governor and the Department of Culture, Recreation and Tourism are prominently recognized as supporting sponsors of the R+L Carrier New Orleans Bowl game in the following manner:

Contractor shall:

- 1) Prominently insert Louisiana's official tourism logo "Louisiana Pick Your Passion" on the sponsor page of the official website of **New Orleans Bowl, Incorporated** at www.neworleansbowl.org and shall provide a link to www.LouisianaTravel.com. Contractor shall contact the State's Programs and Service Department for information regarding the appropriate use of the Louisiana Tourism logo. The mark "Louisiana Pick Your Passion" is owned by the Louisiana Department of Culture, Recreation and Tourism and may only be used with the permission of DCRT.
- 2) Provide the State two (2) full pages of editorial space in the official program for the R+L Carrier New Orleans Bowl game that is available for purchase by the attendees at the game.
- 3) Provide speaking opportunities for the State's official tourism representatives to participate in major press conferences and/or events to address audiences, welcome visitors, and/or acknowledge the State's support of the Event should these request be made by the State.
- 4) Verbally recognize the State as an official sponsor in publicity efforts including advertisements, speaking engagements, and media sets that promote Event.
- 5) Provide the State with complimentary tickets/passes and parking passes in quantities necessary to attend the Bowl Game to promote tourism and for monitoring purposes should the request be made.
- 6) Upon conclusion of the Event, Contractor shall provide a **Final Report (Exhibit C)** which shall provide an accounting of each deliverable and service as noted herein and in **Exhibit C**. The report shall include information regarding events and activities leading up to and made part of the Event, in order to ensure that performance measures, goals and objectives were accomplished as outlined in Exhibit A. Contractor shall also provide documentation that verifies acknowledgement of the State as an official sponsor to include a copy of the official Event program, and copies of press releases, media coverage, and newspaper clippings related to publicity, copies of DVDs, CDs, videos of commercials, photos, and other items that validate publicity provided for the State. Contractor shall also include the estimated attendance, available statistical data regarding the economic impact on the city and state, such as the estimated number of hotel rentals for the game, number of tickets sold, a comparative analysis of attendance in the

last three years, and any other information available regarding the economic impact. Contractor agrees to submit the **Final Report** not later than **March 15, 2012**.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of up to **TWO HUNDRED EIGHTY THOUSAND FIVE HUNDRED SEVENTY SEVEN DOLLARS and NO/100 (\$280,577.00)**. Travel and other reimbursable expenses constitute part of the total maximum payable and will not be paid or reimbursed separately. Payments will be made only on approval of the Contract Monitor, his designee, supervisor or successor.

Upon the completion of services to the reasonable satisfaction of the State, payments shall be disbursed as follows:

At the conclusion of the New Orleans Bowl game, Contractor shall submit an original invoice on organization letterhead, requesting up to the maximum amount payable and the **Final Report (Exhibit C)** as noted above (**Item 6**) in the Scope of Services. Contractor shall also provide documentation to support all expenditures associated with Team Payouts in compliance with the **Budget (Exhibit B)**. All other documentation for expenses shall be maintained by the Contractor and is subject to audit. Deliverables including the **Final Report** and invoice must be submitted no later than **March 15, 2012**.

Payment is also contingent on approval of this Agreement by the director of the Louisiana Division of Administration, Office of Contractual Review and the availability of funds to fulfill the requirements of the agreement.

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

The Contractor is notified 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 CRT 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 the 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 under this agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 72-1510989.

Termination for Cause

The State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement; provided that the State shall give Contractor written notice specifying 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 said failure and thereafter proceeded 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 Louisiana 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 States 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 thirty (30) days written notice to 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 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 material related to this Contract and/or obtained or prepared by Contractor in connection with performance of the services contracted for 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.

Assignment

Contractor shall not assign any interest in this Agreement 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 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 and/or the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all records and accounts of Contractor that relate to this Contract.

Fiscal Funding Clause

The continuation of this Contract is contingent upon the legislative 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 Contract shall begin on **July 1, 2011** and shall 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 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 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 Agreement shall be valid only when it has been reduced to writing, 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 17 1, 2011

WITNESSES:

Department of Culture Recreation & Tourism,
Office of Tourism

Amie B. B.

Charles R. Davis

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

Linda Smith

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 11 29, 2011

WITNESSES:

Department of Culture Recreation & Tourism, Office
of Tourism

[Signature]
[Signature]

LeAnne Weill

LeAnne Weill, Interim Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT New Orleans, Louisiana on DECEMBER 5, 2011

WITNESSES:

New Orleans Bowl, Incorporated

Joe F. Phillips

[Signature]

John J. Cicero, Executive Director

M. B. Saralusan

APPROVED
Office of the Governor
Office of Contractual Review

JAN 23 2012

Sandra B. Gillen

DIRECTOR

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: New Orleans Bowl, Inc.
Contract Monitor: Jack Warner, Deputy Assistant Secretary

Brief Description of Services: The State is providing funding in support of the R+L Carrier New Orleans Bowl college football championship game to be held at the Mercedes-Benz Superdome on Saturday, December 17, 2011 in New Orleans, Louisiana; the State supports the Event for economic purposes, as well as to utilize opportunity to promote Louisiana tourism assets to a nationally televised audience.

Goal/Objectives: The goals are to attract visitors to Louisiana and to promote awareness and maintain a positive image of Louisiana as a unique and desirable travel destination. Objectives include: 1) successful implementation of the Event, 2) to provide supplemental funding for team payouts, 3) to increase publicity efforts to maximize attendance for economic purposes, and 4) to ensure the leveraging of a return on the State's investment by ensuring the incorporation of Louisiana tourism publicity through tourism advertisement/editorials in the official Event program, internet media, press releases, the opportunity for a Louisiana tourism representative to address the audience and acknowledge the State's support, and through verbal mention of that support during the televised game on ESPN.

Performance Measures: Contractor's performance will be measured by the economic impact on both the local and state levels, which indicators include the impact on hotels (occupancy levels), restaurants, shopping, and visitor spending with other businesses. Success will also be measured by statistical data, television ratings, the amount of Louisiana tourism publicity received as a result of media involvement, a successful team match up, overall attendance at the game, and number of out-of-state visitors to Louisiana. Performance will also be measured by the Contractor's ability to adhere to all terms of this agreement including staying within the confines of the Comprehensive Budget, and through the providing of adequate support documentation to validate deliverable services and expenditures. Other performance measures include successful planning, organizing, promotions, scheduling, production, and other managerial factors.

Monitoring Plan: Jack Warner, Deputy Assistant Secretary of the Office of Tourism, will monitor services and ensure that all deliverables are provided and in compliance with the Scope of Services in the following manner:

Contract Monitor will verify services, confirm publicity efforts, and provide a comprehensive review of all submitted documentation to ensure compliance, including the final report and invoice(s) to validate all deliverables in accordance with the terms of the agreement prior to authorizing the release of any payment to Contractor.

The Contract Monitor will also complete a performance evaluation within 45 days of the termination or expiration of this Agreement to ensure that all goals and objectives have been achieved as anticipated and submit the evaluation to the CRT Office of Management and Finance.

Utility of Final Product: The R+L Carrier New Orleans Bowl game will draw local and national media attention to the city of New Orleans, as well the state of Louisiana. The goal in this endeavor is to supplement production cost to ensure success with the goal of widespread coverage to national audiences, seizing the opportunity to obtain Louisiana tourism recognition and to promote Louisiana as a unique and desirable travel destination. This goal directly correlates to the Louisiana tourism goal of inviting local, regional, national and international visitors to Louisiana through an ongoing promotional campaign of information, including advertising and publicity for economic purposes.

EXHIBIT B

**Project Budget (2011-2012)
New Orleans Bowl, Inc.**

Anticipated Income or Revenue

<u>Sources</u> (list all sources of revenue for entire project)	<u>Amounts</u>
Gate Receipts	\$1,266,000.00
Sponsorships	\$ 627,879.00
Licensing/Merchandise	\$ 9,000.00
Right Fees	\$ 340,000.00
Appropriation from the State of Louisiana	\$ 280,577.00
Grants	\$ 15,000.00
Special Events	\$ 26,000.00
Miscellaneous	\$ 4,250.00
TOTAL	\$2,568,706.00

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Line Item Appropriation</u>
Travel	\$ 33,500.00	\$
Operating Services	\$ 277,150.00	\$
Advertising	\$ 252,750.00	\$
Rentals	\$ 152,650.00	\$
Other Team Payouts	\$ 1,000,000.00	\$ 280,577.00
Insurance	\$ 24,400.00	\$
Media Relations	\$ 65,225.00	\$
Corporate Relations	\$ 33,175.00	\$
Tickets	\$ 22,950.00	\$
Auxiliary Game Events	\$ 16,600.00	\$
Community Relations	\$ 39,500.00	\$
Game Operations	\$ 73,450.00	\$
Officiating	\$ 36,250.00	\$
Special Events	\$ 232,450.00	\$
Other Charges	\$ 308,656.00	\$
Total Use of the Appropriation	\$ 2,568,706.00	\$ 280,577.00

Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services shall be detailed

EXHIBIT C

Final Report Format

Upon completion of all Services, and with any request for reimbursement, Contractor must submit a Final Report in compliance with the terms of the Scope of Services as follows:

Provide a 1–2 page typed detailed summary of activities to inform the State regarding the outcome of the Event taking into careful consideration the goals, objectives and the measures of performance (see Exhibit A) to include the following:

- 1) **Goal**-State the goal and show achievement of the goal.
- 2) **Objectives Accomplished**-List accomplishments in compliance with the stated objectives.
- 3) **Measure of Performance Outcome** – Address items that validate the success of this Event in terms of attendance, media coverage, economic impact data, etc. Economic impact information and data shall include the estimated attendance, available statistical data in terms of dollars spent to affect the city and state economies, such as the estimated number of hotel rentals for the game, number of tickets sold, a comparative analysis of attendance in the last three years, and any other information available regarding the economic impact.
- 4) **Louisiana Tourism Recognition as Sponsor** - Provide information regarding all benefits and recognition that the Louisiana Office of Tourism has received as a sponsoring supporter of the 2011 R+L Carrier New Orleans Bowl game.
- 5) **Media Relations** - Provide support documentation for media relations and publicity efforts to include a copy of the official Event program and copies of newspaper ads, magazine articles, advertisements and other publicity materials that verify activities and/or acknowledgment the State's support of the Event.
- 6) **Accountability for Expenditures** – Provide the documentation to validate expenditure in compliance with the Budget, Exhibit B. *Reimbursement Request must reflect contract payment terms and must be in compliance with the budget, accompanied by documented proof of incurred expenses submitted*

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

Agency/Program: 267/Tourism

Recipient: New Orleans Bowl, Incorporation

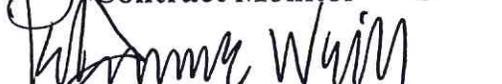
- Indicate:**
- Cooperative Endeavor
 - Professional Services Contract
 - Personal Services Contract
 - Consulting Services Contract
 - Social Services Contract
 - Grant: Indicate Specific Program
 - Line Item Appropriation
 - Letter of Agreement

- | 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? |

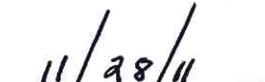
Signatures:



Contract Monitor



Appointing Authority



Date



Date

