

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

COOPERATIVE ENDEAVOR AGREEMENT
For
Louisiana Office of Tourism Competitive Sponsorship Program

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "State," or "LOT" and Red River Revel, Incorporated, 101 Crockett, St., Suite C, Shreveport, LA 71101, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, in accordance with RS 51:1254, the Louisiana Office of Tourism was established to be responsible for the design, plan, development and implementation of the effective and accurate promotion of Louisiana's history, culture, art, folklife, recreational and leisure opportunities, natural and science resources, transportation, cuisine, sites, attractions, accommodations, and events and is also mandated to assist local government and private sector development for the promotion of tourism; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase the economic impact of tourism in Louisiana through strong and effective public initiatives, the State desires to cooperate with the Contractor by supporting approved marketing and advertising associated with the implementation of the **Red River Revel Arts Festival**, an eight-day celebration of the arts, with activities beginning **Saturday, October 2, 2010 and culminating Saturday, October 9, 2010** at Festival Plaza, 101 Crockett Street, Shreveport, Louisiana; and

WHEREAS, the activities include more than 140 visual artists from across the country displaying and selling their creations, three performance stages of live music, over 22 food booths run by non-profit organizations, morning and evening arts education programs, exhibits, a series of readings and lectures, and a large area specifically dedicated to providing interactive arts education opportunities for children; and

WHEREAS, it is anticipated that the event will draw approximately 180,000 attendees to the Shreveport riverfront to participate in the event, which will include volunteers, artists, students, visiting tourists, profit and not for organizations and other participants, resulting in tax revenue for the area; and

WHEREAS, the LOT Competitive Sponsorship Program encourages events and activities that are creative and innovative in drawing attention to Louisiana's tourism industry by providing funding support for marketing and advertising initiatives that are designed to increase attendance, and attract the interest of traveling visitors; and

WHEREAS, the Office of Tourism's Competitive Sponsorship Program guidelines stipulate 50% reimbursement for these approved marketing and advertising activities directed outside a 50-mile radius from the location of the event and at least 66% or two-thirds (2/3) of the designated marketing audience

must also be outside a 50-mile radius of the event in order that the media be eligible for reimbursement. The marketing and media plans have been preapproved by the State through the application process for reimbursement, prior to implementation; and

WHEREAS, the public purpose of this endeavor is to assist in maintaining awareness and a positive image of Louisiana as a unique and desirable travel destination, proportionate to the obligations undertaken by the State. The State will receive recognition at this event through media, printed materials, in related advertisements and other publicity efforts. Louisiana's overall economy and tourism industry will benefit from this endeavor through increased visitation and increased tax revenue.

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

Scope of Services

Contractor hereby agrees to furnish the following services as provided herein and in greater detail in Exhibit A, which is by this reference incorporated herein:

Contractor shall use funding to support approved marketing and advertising associated with the implementation of the Red River Revel Arts Festival, an eight-day celebration of the arts, with activities beginning Saturday, October 2, 2010 and culminating Saturday, October 9, 2010 at Festival Plaza, 101 Crockett Street, Shreveport, Louisiana.

Deliverables

1. In all media, marketing, advertising, and promotional activities, Contractor shall acknowledge the State's support by visibly displaying the State's official **Louisiana.Travel.com** logo in all media funded by the State, in the event's official program, signage and other printed publicity pieces at no additional cost to the State and shall acknowledge the State's funding support in all electronic, verbal and printed publicity efforts leading up to and during the event. **Advertising and media pieces used for ads representing Louisiana's tourism industry, must be preapproved by the LOT Sponsorship Program Manager, Leann Borne, 1051 North Third Street, Room 326 Baton Rouge, LA 70802 or email lborne@crt.state.la.us prior to the placement of the media piece.**

Contractor is permitted to make changes to the approved media/marketing plan, provided that changes meet eligibility requirements to ensure maximum effectiveness, however any such changes to the plan must be sent in writing to the **LOT Sponsorship Program Manager, Leann Borne** in advance prior to media placement.

2. Contractor shall include the **Louisiana.Travel.com** logo and hyperlink to the **LouisianaTravel.com** website which shall be prominently visible on the Contractor's official website **www.redriverrevel.com** during the term of the agreement, to include leading up to and during the event.
3. At least fourteen (14) days prior to the festival, Contractor shall provide complimentary tickets and/or passes to the event and associated activities (should any fees be required for admission) in a quantity necessary for all appropriate staff to represent Louisiana tourism and to monitor the event to ensure compliance with the terms of this agreement and the application guidelines. **Any tickets or passes should be mailed to Charlotte Galloway, DCRT, Office of Tourism, 1051 North Third Street, Room 242, Baton Rouge, LA 70804, for tracking purposes.**

4. Contractor shall provide opportunities for a representative of the Office of Lieutenant Governor, or the Department of Culture, Recreation and Tourism, Office of Tourism to address attendees at the event should this request be made by the State.
5. Contractor also agrees to submit a **Final Report (Exhibit C)** which shall include but is not limited to details of the event and associated activities, the estimated attendance, a comparative analysis of attendance in the last three years if attendance figures are available, information regarding the effectiveness of this endeavor with regard to the economic impact, goals and objectives, deliverables and performance measures as outlined in **Exhibit A**. Contractor shall submit an original invoice, documentation of acknowledgement of the State as a sponsor, and supporting documentation for the reimbursement request. Documentation necessary to support the reimbursement request includes details of ongoing and incurred publicity activities and expenses, and proof of media purchases (invoices with ad tear sheets, broadcast logs from purchasing agents, copies of ads and sources, associated media/press clippings derived and shall note media reach in mile or distance from the event, etc.). The request must also be accompanied by copies of news releases, newspaper clippings, flyers, programs, agendas, schedules of activities and other items of proof relating to the event's publicity. **Contractor agrees to submit the Final Report (Exhibit C) by December 10, 2010.** The final report form can be downloaded from the Louisiana Office of Tourism State website at <http://www.crt.state.la.us/tourism/industrypartners.aspx#Sponsorship>.

Entire Agreement/Order of Precedence Clause

This Agreement, together with the LOT Competitive Sponsorship Application Guidelines, the application submitted by the Contractor, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the LOT Guidelines and Contractor's application) shall take precedence, followed by the provisions of the LOT Guidelines, and then by the provisions of the Contractor's application.

Payment Terms

In consideration of the services described above, the State hereby agrees to reimburse the Contractor in an amount not to exceed **TWENTY-FIVE THOUSAND AND NO/DOLLARS (\$25,000.00)**. Travel and other expenses are not reimbursable under the terms of this agreement and the Competitive Sponsorship Program guidelines, therefore will not be paid or reimbursed. Payment will be made only on approval of Charlotte Galloway, her designee, supervisor, and/or successor.

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

Upon receipt of the **Final Report (Exhibit C)** of the event, the State shall reimburse the Contractor for approved reimbursable expenses as per the attached **Exhibit B, Budget**, not to exceed 50% of the cost of approved eligible media purchases, up to the maximum amount payable under this agreement. Contractor shall submit the invoice and **Final Report** with supporting documentation for approved marketing and advertising as specified above, directed toward tourism audiences outside of a 50-mile radius of the event, and at least 66% or 2/3 of the designated marketing audience must be outside a 50-mile radius of the event. All deliverables including the **Final Report (See Exhibit C)** and invoice must be received by the State no later

than **December 10, 2010.**

Eligible 50% reimbursable expenses include approved: advertising, marketing & media publicity outlets such as: newspapers, magazines, radio, television, billboards, direct mail, internet marketing

Ineligible reimbursable expenses include: promotional items, posters/flyers, guides, directories, programs, videos, and social media

No funds appropriated under Act 11 of the 2010 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the entity (e.g., a contractor, contracting party, grantee, etc.) executes a copy of the Agreement (or contract, grant, etc.) and submits to the transferring agency (e.g., CRT, LOT, OCD, etc.), for approval, a comprehensive budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The transferring agency shall submit the Agreement, the budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov

Payment is also 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 it is found 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 as agreed, it shall be required to repay the state in accordance with the State's terms.

If it is determined by the Contract Monitor or by an audit that state funds were expended on non-reimbursable expenses, Contractor will be required to repay the state in accordance with the State's terms.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be Contractor's obligation and identified under Federal tax identification number 72-0953274.

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 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 Contract at any time by giving thirty (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 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 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 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 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 appropriation of funds to fulfill the requirements of the contract by the legislature. 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.

Terms of Contract

This contract shall begin on **July 1, 2010** and shall terminate on **December 31, 2010**.

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 judgments of sums of money to any party for loss of life or injury or damage to person 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

Except as otherwise provided herein, any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, duly signed and executed by all parties and approved by the Director of the Office of Contractual Review, of the Louisiana Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 3rd day of October 2010

WITNESSES:

Department of Culture, Recreation, & Tourism

Amie B. Po

Pam Breau

Pam Breau, Secretary

J. Pearson

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 1st day of October 2010.

WITNESSES:

Office of Tourism

Charlotte Kelly

Jim Hutchinson
Jim Hutchinson, Assistant Secretary

Jenni LeBeau

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 25th day of October 2010.

WITNESSES:

Red River Revel, Incorporated

[Signature]

C. L. Holloway
C. L. (Kip) Holloway, Executive Director

[Signature]

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Red River Revel, Incorporated
Contract Monitor: Charlotte Galloway

Brief Description of Services: Under the Louisiana Office of Tourism's Competitive Sponsorship Program guidelines, the Contractor is being provided funding support for approved marketing and advertising activities associated with the implementation of the Red River Revel Arts Festival, an eight-day celebration of the arts, with activities beginning Saturday, October 2, 2010 and culminating Saturday, October 9, 2010 at Festival Plaza, 101 Crockett Street, Shreveport, Louisiana.

Detailed Goals and Objectives: The State's goal is to provide funding to increase attendance at the event with the objective of attracting visitors, increasing tourism expenditures, and maintaining awareness and a positive image of Louisiana as a unique and desirable travel destination. The State will also receive recognition at this event through media, printed materials, in related advertisements and other publicity efforts.

Deliverables: Deliverables include implementation of the marketing/media plan as proposed, State recognition as a sponsor in publicity materials, prominent placement of the State's **LouisianaTravel.com** logo in printed publicity materials and on the Contractor's website with a link to the State's official tourism website, tickets and passes necessary for State representation at the event, copies of publicity materials, supporting documentation for all request for reimbursement, and the Final Report as detailed in the Scope of Services.

Performance Measures: Contractor's performance will be measured by the ability of the Contractor to adhere to all terms of this agreement including the approved application guidelines, State recognition as a result of being a sponsor in publicity materials, quality of publicity materials, number in attendance at the event, and the economic impact of the event on the community and state.

Monitoring Plan: Contractor's performance will be monitored and evaluated to ensure compliance with all terms of the agreement in the following manner:

- Contract monitor will review and verify submitted invoice(s) and supporting documentation for eligible approved marketing, advertising and promotional expenses in accordance with the approved plan prior to authorizing any release of payment to Contractor.
- Contract Monitor will review the information provided in the final report to ensure compliance and to measure the effectiveness of this endeavor with regard to stated goals and objectives.
- Contract monitor will submit an evaluation of the Contractor's performance to the DCRT, Office of Management and within 45 days of the termination or expiration of this Agreement.

Utility of Final Product: The purpose of this endeavor is to support marketing, advertising, and promotional activities for an event that supports the State tourism goal of maintaining awareness and a positive image of the state as a unique and desirable travel destination, proportionate to obligations undertaken by the State. The DCRT, Office of Tourism will receive recognition at this event through media, printed materials, related advertisements and other publicity efforts. Louisiana's overall economy and tourism industry will benefit from this endeavor because through increased visitations and increased tax revenue.

Exhibit B

EVENT BUDGET

Name of Contractor: Red River Revel, Incorporated

Name of Event: Red River Revel Arts Festival

Anticipated Income or Revenue

Please include anticipated funding including cash, participant fees, and all sponsorships including the Louisiana Office of Tourism (LOT), in order to establish the need for funding.

<u>Sources of Revenue</u>	<u>Amounts</u>
Corporate Sponsorships	\$ 30,000
Underwriters	\$253,000
Individual Contributions	\$ 19,000
Government & Other Grants (LOT)	\$ 52,350
Foundations	\$ 15,000
Fees	\$ 99,500
Sales	\$ 742,900
Program Income	\$ 58,460
Fundraiser Income	\$ 20,850
In-kind donations	\$
Total Expected Revenue	\$1,291,060.00

Anticipated Expenses

Please provide a comprehensive budget for the entire project. **Note: this is a sample format, therefore budget line item categories may be modified based on actual expectations. Note that the goal for Louisiana Office of Tourism is to fund advertising and publicity efforts associated with the project.**

<u>Expense Categories</u>	<u>Total amount</u>	<u>LOT</u>
Administration		
Dues and Subscriptions	\$ 1,200	
Staff salaries	\$214,867	
Payroll Taxes	\$ 17,547	
Fringe Benefits	\$ 24,787	
Telephone	\$ 12,000	
Insurance	\$ 36,000	
Office Materials & Supplies	\$ 3,500	
Postage	\$ 3,000	
Other Administration	\$ 39,530	
Total Administration	\$352,431	
Event Production		
Site	\$ 204,735	
Commission & Sales Expenses	\$423,533	
Programs	\$ 39,300	
Music and Performing Arts	\$171,061	
Total Event Production	\$838,629	

<u>Expense Categories</u>	<u>Total amount</u>	<u>LOT</u>
East Texas Television Media	\$ 32,750	
East Texas GAP Broadcasting	\$ 3,600	
East Texas KLTV.com	\$ 3,000	
East Texas Radio Group KYKX.com	\$ 1,000	
East Texas TylerMorning Telegraph.com	\$ 1,500	
East Texas Lamar Outdoor Digital Boards	\$ 2,715	
East Texas CBS19 Outdoor Digital Boards	\$ 5,435	
Local Television Media	\$ 35,000	
Local Lamar Outdoor Digital Boards	\$ 8,000	
Local GAP Broadcasting	\$ 4,000	
Local Radio Group	\$ 3,000	
Total Anticipated Advertising/Marketing/Promotional Expenditures	\$100,000	\$25,000

Total Anticipated Expenditures **\$1,291,060.00**

(Budget categories listed above reflect a typical budget and may be adjusted by the State and/or recipient to reflect actual categories necessary for each individual project or program.)

Exhibit C

Louisiana Office of Tourism Competitive Sponsorship Final Report –FY 2010-11

NOTE: Please submit with an Executive Summary and original invoice upon completion of the event or activity .

Event Name _____
 Event Date _____
 Organization _____
 Sponsorship Award Amount _____
 Primary Contact for Event _____
 Phone Number _____
 Email _____

SECTION II: Reimbursable Media

Reimbursable Items If awarded a sponsorship, 50% of the grand total spent on pre-approved eligible media will be reimbursed up to the total amount of the award.

***List only approved advertisements eligible for reimbursement through the Competitive Sponsorship Program.

Print Placement (Magazine, Newspaper)

Publication Name	Audience Reach	Ad Size/ Color	Issue Date	Circulation No.	Actual Cost	50% request of LOT
Totals					\$ _____	
\$ _____						

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Actual Cost	50% request of LOT

Totals
\$ _____

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Actual Cost	50% request of LOT

Totals
\$ _____

Online Placement (Website)

Web Site Name	Web Site Address	Target Description	Dates	Actual Cost	50% request of LOT

Totals
\$ _____

Postage for Direct Mail

Direct Mail Piece	Target Audience/Mailing List Group	Quantity	Dates	Budgeted Cost	50% request of LOT

Totals
\$ _____

Grand total spent on approved advertising \$ _____
Requested amount to be reimbursed (50%), not to exceed sponsorship award \$ _____

LOT STAFF USE ONLY

LOT Approved Reimbursement Amount \$ _____

Section III: Reimbursement Documentation for Proof of Media Purchase

Note: All media must contain the LouisianaTravel.com logo to be eligible for reimbursement.

- **Vendor invoice:** Submit itemized media invoice reflecting date, description and dollar amount
- **Proof of implementation:** Documentation can include any of the following:
 - Original Tear sheets for print advertisements
 - Broadcast log reports
 - DVDs or CDs of broadcast advertisements
 - Screenshots for online advertisements
 - Photographs of billboards
 - Mailing lists, addresses and postage receipts are required for direct mail

Section IV: Final Report Format – shall include all items listed below and detailed in the Scope of Services pages 2-3 of the Cooperative Endeavor Agreement to include:

- A 1-2 page typed detailed summary on the outcome of the event and the impact it had on tourism in the area.
Which should include:
 - Measurement of fulfillment of goals
 - Economic impact
 - Attendance or Registration Numbers
 - Event's benefit to the state (Measurements of success to include but not limited to the following: admissions revenue, registration fees collected, number of hotel room nights/ occupancy rates/ADR, food and beverage tax and average visitor spending, etc.)
 - Media relations report including, but not limited to, copies of news releases, newspaper clippings from newspapers, flyers, programs and other deliverables as detailed in your Letter of Agreement or Cooperative Endeavor Agreement.