Transmittal to Louisiana Legislative Auditor of Comprehensive Budget Information

Transferring Agency: Office of the Lt. Governor/Department of Culture, Recreation & Tourism

Agency #: 267 — Tourism **Program #:** 200

Receiving Agency or Entity

Name	Type	$ Amount
West Feliciana Parish Tourist Comm.	Coop End. Agree	$19,950.50
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Please attach email submission/documentation.

Submitted by: Charlotte Gallow **Date Submitted:** 11/22/11

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: **West Feliciana Parish Tourist Commission**
CONTRACTOR'S ADDRESS: **PO Box 1548, St. Francisville, LA 70775**

CONTRACTOR'S FEDERAL ID# **721057690** OR SOCIAL SECURITY #

CONTRACTOR'S CONTACT PERSON: **Laurie Walsh**

EMAIL ADDRESSS: **westfelicianatourism@gmail.com**

CONTRACTOR'S TELEPHONE NUMBER 225-635-4224

CONTRACT AMOUNT: $19,950.50

CONTRACT PERIOD: From: **7/1/2011** To: **6/30/2012**

SOURCE OF FUNDS:

State:		Percent
State:		Percent
Federal:		Percent
Self-generated:	**100**	Percent

Organ. **6787**	Object	**3460**	Sub Object:	Reporting Cat.	**7235**
Organ.	Object		Sub Object	Reporting Cat.	
Organ	Object		Sub Object	Reporting Cat	

BRIEF DESCRIPTION OF SERVICES:
Cooperative advertising program to promote tourism in the West Feliciana Area

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

Agency/Program: DCRT - Tourism

Recipient: West Feliciana Parish Tourist Commission

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	
☑	☐	**Does the agreement include budget worksheet?**
☑	☐	**Does the agreement include anticipated uses?**
☑	☐	**Does the agreement include estimated duration of the project?**
☑	☐	**Does the agreement include goals, objectives, and measures of performance?**
☑	☐	**Does the agreement indicate requirement of written progress report every six (~~6) months?~~** final report
☑	☐	**Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule)**
☑	☐	**Has the comprehensive budget been approved by the appointing authority?**
☑	☐	**Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor?**

Signatures: Lindsey Schmitt — 11/3/11
Contract Monitor — **Date**

[signature] — 11/3/11
Appointing Authority — **Date**

TRANSMITTAL FOR APPROVED CONTRACT

CONTRACTOR: West Feliciana Parish Tourist Commission

CFMS TRACKING NUMBER: 708259

DCRT TRACKING NUMBER: DCRT-OT-12-35

AGENCY: Office of Tourism

CONTRACT MONITOR: Lindsey Schmitt

FISCAL ANALYST: Spenceyawnti Smith

MAXIMUM AMOUNT: $19,950.50

CONTRACT PERIOD: 7/01/11-06/30/12

Attached is either an original or copy of the approved contract/amendment for your records. Please be reminded that according to **RS 39:1500 Contract Administration,** after completion of performance, the using agency shall prepare a final report on the contract, which shall include an evaluation of contract performance and an assessment of the utility of the final product. This report shall be delivered to the Division of Administration (DOA) Office of Contractual Review, within 60-days after completion of performance and shall be retained in the official contract file.

Reports not submitted to the Office of Contractual Review within the 60-days period shall be delinquent.

To avoid delay in completing the evaluation, it is my suggestion that once the contract monitor has approved the final invoice, the performance evaluation should be completed and submitted to the Contracts Office to be recorded and submitted to the DOA.

If you have questions in regards to contract administration please contact Karen Richardson, Contracts Reviewer at 225-342-8193 or email Karen at krichardson@crt.state.la.us.

OCR# 267-200789
DCRT-OT-12-35
CFMS 708259

Cooperative Endeavor Agreement
Louisiana Office of Tourism 2011-2012 Cooperative Marketing Program

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into on the dates and at the places listed below by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter sometimes referred to as "State" or "LOT," and the West Feliciana Parish Tourist Commission, a political subdivision of the State of Louisiana, domiciled and having its principal business address at P.O. Box 1548, 11757 Ferdinand St., St. Francisville, LA 70775, 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, the Louisiana Department of Culture, Recreation and Tourism is responsible for the statewide development and implementation of cultural, recreational, and tourism programs (La. R.S. 36:201.B) and its Office of Tourism is statutorily mandated to "encourage and promote tourism and the tourist industry for the benefit of the people of this and other states and as a developing economic resource; and shall cooperate with local tourist promotion and convention agencies. . ." (La. R.S. 36:208.F); and

WHEREAS, the Contractor is a political subdivision of the state, statutorily authorized to "do all things necessary for the promotion and the advertisement and publication of information relating to tourist attractions within its jurisdiction" (La. R.S. 33:4574); 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 LOT is also mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, the Office of Tourism's Cooperative Marketing Program (CMP) was developed and designed to fulfill the LOT's governmental purposes and statutory mandate; and

WHEREAS, the Louisiana Travel Promotion Association (LTPA) is a private, non-profit, membership trade association that leads the private sector growth of the Louisiana tourism industry; and

WHEREAS, the LTPA creates, coordinates, and offers the tourism industry cooperative marketing programs, including consumer and trade advertising; and

WHEREAS, the LTPA has created a 2011/2012 Marketing Plan tailored specifically to Louisiana's tourism industry. The Plan reflects LTPA's marketing research and rate negotiations to ensure expenditures are researched-based and discounted, when compared to buying directly through the publications on print and web advertising for over thirty-five eligible (as outlined in the CMP application) publications and media outlets; and

WHEREAS, the LTPA will receive a percentage of the cost of the media purchased by the Contractor from the 2011/2012 LTPA Marketing Plan, which funds will be reinvested by the LTPA in programs that educate and promote the tourism industry, which further supports the public purposes and statutory mandates of the State; and

WHEREAS, at this time, there is no other entity that offers a researched-based comprehensive marketing plan tailored to the promotion of Louisiana's tourism industry that offers media purchases at a discounted rate to the Louisiana tourism industry; 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 in the implementation of a cooperative advertising program designed to leverage state and local tourism funding; and

WHEREAS, in fiscal year 2012 under the guidelines of the Cooperative Marketing Program, the State will reimburse the Contractor for up to 50% of the Contractor's cost of purchasing approved media through the LTPA 2011/2012 Marketing Plan, as well as other media pre-approved by the State, up to a maximum amount of $19,950.50; 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 through this cooperative marketing program is proportionate to obligations to be undertaken by the State, which obligations benefit the Louisiana economy and tourism industry at the state and local level.

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

1. Scope of Services

As provided herein and in greater detail in the attached Exhibit A which is incorporated herein by reference, the State agrees to reimburse the Contractor 50% of the cost incurred for purchasing media pre-approved by the State, up to a maximum amount of $19,950.50, subject to the following terms and conditions:

A. The State will provide the Contractor with the eligible programs within the 2011/2012 LTPA Marketing Plan, as well as other media approved by the State.
B. The media must run between July 1, 2011 and June 30, 2012.
C. All advertising must be approved by the Contract Monitor prior to placement.
D. Contractor must include the approved Louisiana Office of Tourism logo (found here: http://www.crt.state.la.us/tourism/grants.aspx) on all print, broadcast, internet and billboard advertising.
E. Contractor must include the phrase ***"Visit LouisianaTravel.com to plan your trip today"*** on all radio and television ads.
F. To receive a 50% reimbursement for the cost of media, the Contractor shall submit to the State:
    1. Proof of reimbursable charge from vendor (legible invoice reflecting date, description and dollar amount).
    2. An original invoice from the Contractor to the State for one-half of the cost of the media purchase.
    3. Proof of Implementation. Documentation can include:

- Original ad placement tear sheets (verifying name and date of publication)
- Screen-shots (banner ads)
- Log report indicating actual broadcast times/dates
- Billboard photographs showing content
- Other (LOT Contract Monitor will determine if proof is acceptable)

G. Final Report - At the conclusion of the program, the Contractor must submit the Final Report, which shall summarize the campaign goals and the outcomes of the program using the measurements of success stated in the Contractor's Cooperative Marketing Program application. Invoices will be processed as they are received; however, final payments will be held until the Final Report is submitted.

Monitoring Plan

Lindsey Schmitt, Program Manager, or her supervisor or successor to this position will ensure that the requirements are met and that services contracted for and agreed upon are rendered complete.

Payment Terms

In consideration of the program described above and upon receipt of an original invoice and proof of deliverables that validate the fulfillment of all requirements set forth herein, the State agrees to reimburse the Contractor for 50% of the cost of media purchased, up to a maximum amount of **$19,950.50.** Payments shall be made upon receipt of these invoices. The final invoices and all supporting documentation for expenses must be received by the State no later than July 10, 2012.

Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this agreement, identified under federal tax identification number 72-1057690.

Contractual Review Approval

This Contract is not effective until approved by the Director of the Office of Contractual Review in accordance with Executive Order BJ 08-29. Any alteration, variation, modification, or waiver 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.

Termination for Cause

The State may terminate this contract for cause based upon the failure of 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 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 the Contractor in default and the Contract shall terminate on the date specified in such notice. The 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 contract; provided that the Contractor

shall give the State written notice specifying the State's failure and a reasonable opportunity to cure the defect.

Termination for Convenience

The State may terminate this 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

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1524-1526.

Ownership

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

Assignment

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether 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.

Auditor's 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 accounts of Contractor that relate to the Contract.

Ethics

The Contractor must be knowledgeable of and abide by all applicable provisions of federal, state and local law, including the Louisiana Code of Governmental Ethics La. R.S. 42:1101 et seq.

Fiscal Funding Clause

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this 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 appropriations 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 Contract, the Contract shall terminate on the date of the beginning of that first fiscal year for which funds are not appropriated.

Term of Contract

This agreement 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 party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any act or omission, operation of work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

THUS, DONE AND SIGNED at ST FRANCISVILLE (city), LA (state) on the 25 day of August (month), 2011.

WITNESSES:

Diana D. Walton

Ellen K. Williams

Laurie Walsh, Director
West Feliciana Parish Tourist Commission

THUS, DONE AND SIGNED at Baton Rouge, Louisiana on the 20 day of Sept, 2011

WITNESSES:

Marlene Purvis

Jim Hutchinson, Assistant Secretary
Louisiana Office of Tourism

THUS, DONE AND SIGNED at Baton Rouge, Louisiana on the 22 day of Sept, 2011

WITNESSES:

Linda Smith

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

APPROVED
Office of the Governor
Office of Contractual Review

OCT 17 2011

Sandra G. Gillen
DIRECTOR

Exhibit A

Agency Name: DCRT, Louisiana Office of Tourism

Contracting Party: West Feliciana Parish Tourist Commission

Contract Monitor: Lindsey Schmitt, Program Manager

Detailed Goals and Objectives:

The LOT is specifically authorized to establish and support cooperative advertising programs (La. R.S. 51:1255). Cooperative advertising is a system by which advertising costs are divided between two or more parties. In this cooperative advertising program, the State encourages local tourism convention and visitor bureaus ("CVBs"), tourist commissions, destination marketing organizations (DMOs), or regional partnerships of CVBs and/or DMOs, to advertise the local tourism "product."

CVBs are political subdivisions of the state, statutorily authorized to "do all things necessary for the promotion and the advertisement and publication of information relating to tourist attractions within its jurisdiction" (La. R.S. 33:4574).

The tourism product is any activity or experience a tourist may participate in. For the LOT, the tourism product includes all of the communities, attractions, features, experiences, and events in the entire state of Louisiana. For a local CVB/DMO, the tourism product includes the communities, attractions, features, experiences, and events within its jurisdiction.

The LOT Cooperative Marketing Program is administered in part through the nonprofit travel industry association, Louisiana Travel Promotion Association (LTPA). The LOT is statutorily directed to cooperate with governmental agencies (e.g., CVBs) and nonprofit associations (e.g., the LTPA) to market Louisiana as a tourism destination. The LTPA Marketing Plan is a result of LTPA's media research which identified media outlets appropriate for Louisiana tourism promotion. The media placement rates offered through the 2011-2012 LTPA Marketing Plan were negotiated by LTPA and, therefore reflect discounts below published rates for placing media in the selected outlets. Revenues generated by the LTPA are re-invested in activities that complement and enhance the statutory duties and public purposes of the LOT and the CVBs, namely the promotion and expansion of tourism in Louisiana.

It is more efficient for the LOT to encourage local CVBs to advertise their own tourism product (which is part of the state's "tourism product") and then provide a 50% rebate to the CVB for those ads, than it would be for the state LOT to buy an ad to promote the local CVBs tourism product (again, which is part of the state's "tourism product") at the full price of the ad plus fees for media research and/or media commissions.

Deliverables:

- The Contractor will deliver the invoices, proof of placement, final report and other supporting documentation described in the Scope of Services.
- The State will remit reimbursement payments upon submission of documentation of incurred media purchases as described in the "Payment Terms".

Performance measures:
Performance measures will include the results derived from the marketing efforts to include: number/frequency of advertisements placed; the circulation of publications in which advertising is placed; the number of inquiries/leads received from advertisements' "calls to action" (e.g., website visitation, telephone inquiries, etc.); increased brand recall and awareness; increased local and state-wide visitation.

Contract Monitor: Lindsey Schmitt

Monitoring Plan:

- Contract Monitor will work with the Contractor to ensure its understanding of the State's requirements so that the Contracting Party can participate in the Cooperative Marketing Program.
- Contract Monitor will ensure the advertisements are placed and the deliverables are delivered in accordance with the terms of this Agreement.
- Contract Monitor will review and verify submitted invoice(s) prior to authorizing release of payment.
- Contract Monitor will ensure the completion of a Performance Evaluation within 45 days of the completion of contract services.

Final Utility of Service:
The marketing and advertising benefits that will result from this cooperative agreement comply with the goals and objectives of the Louisiana Office of Tourism to increase the awareness of Louisiana as a tourism destination, to promote and assist expansion of tourism and the tourism industry in Louisiana, and to cooperate with local tourist promotion and convention agencies.

2011 West Feliciana Parish Tourist Commission Marketing Plan

	Item Cost	Total Our Cost
Book Direct -louisianatravel.com booking engine	$ 2,500.00	
Internet Budget-website maintenance, facebook, photo library	$4,800.00	
Angola Rodeo Program	$ 90.00	
Total		$7,390.00

CMP GRANT OPPORTUNITUES JULY 2011-JUNE 2012

Country Roads-1/4 page ad July 1, 2011 -June 1, 2012	$7,140.00	
Texas Monthly- 2 times	$ 9,200.00	
State by State Gardening - 4 times	$ 2,252.00	
Mississippi Magazine - 3 times	$ 2,805.00	
Louisiana Cooking - 5 times	$ 6,600.00	
Birders World	$ 1,300.00	
Group Tour Magazine	$3,922.00	
Taste of the South	$2,500.00	
Southern Living	$4,038.00	
Total	$39,757.00	
Our Cost		$19,878.50

Committed Advertising Dollars for 2011

Country Roads Magazine-		
January & February 2011 3/8 page - MainStreet paid color	$ 1,210.00	
March 2011 1/4 page ad $595.00	$595.00	
NBC Network 15 second TV Commercial	$ 4,000.00	
Louisiana Film & Video	$1,000.00	
In Register - January 2011 - Wedding Issue	$ 811.75	
Main Street Co-op (30 ads around the state)	$ 2,600.00	
Louisiana Tour Guide (2011 tour guide)	$ 7,300.00	
BR Welcome Guide (2011 Welcome Guide)	$ 800.00	
LOT - CMP/CAP Program ending June 2011 - dollars spent in 2011	$17,775.00	
Temple Design- Graphic Design	$2,500.00	
Committed Dollars		$38,591.75

FUNDS APPLIED FOR WITH LOUISIANA RECOVERY GRANT PROGRAM

La recovery - BP Oil money		
Southern Living Travel Directory	$ 4,038.00	
La. Outdoor Adventures Silver	$ 1,750.00	
AARP	$ 3,900.00	
Travel Vacation Guide 2012	$ 800.00	
Birders World	$ 680.00	
Total	$ 11,168.00	
		$65,860.25

Budget for West Feliciana Parish Tourist Commission for 2011

Income:			
Occupancy Tax Collections		$	90,000.00
Interest Earned		$	120.00
Co-Op Advertising Program		$	2,000.00
Government Payroll		$	85,000.00
Government Rent		$	3,000.00
State Grant-CAP		$	17,775.00
	Total Income	**$**	**197,895.00**
Expenses:			
Programming			
	Advertising-Consumer	$	63,000.00
	Advertising-Trade	$	7,795.00
	Dues	$	2,050.00
	Conferences	$	2,000.00
	Fam Trips	$	500.00
	Ad Design	$	6,000.00
	Promotional Items	$	2,000.00
	Publications	$	1,500.00
	Subscriptions	$	300.00
	Travel/Mileage	$	1,600.00
	Website	$	2,500.00
		$	89,245.00
Government Reimbursement			
	Rent	$	3,000.00
	Salaries & Wages	$	72,000.00
	Payroll Taxes	$	3,500.00
	Health Insurance	$	3,800.00
	Retirement	$	5,400.00
	Workers Compensation	$	300.00
		$	88,000.00
Overhead			
	Computer	$	1,000.00
	Depreciation	$	350.00
	Insurance	$	100.00
	Meals	$	250.00
	Miscellaneous	$	750.00
	Office Equipment/Lease	$	3,000.00
	Office Supplies	$	2,000.00
	Postage	$	1,500.00
	Professional Fees	$	1,000.00
	Tax Collection Fees	$	4,600.00
	Telephone	$	6,000.00
	Uncategorized Expenses	$	100.00
		$	20,650.00
	Total Expenses	**$**	**197,895.00**