

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: Lake Charles/Southwest Louisiana Convention and Visitors Bureau

CONTRACTOR'S ADDRESS: 1205 North Lakeshore Drive, Lake Charles, LA 70601

CONTRACTOR'S FEDERAL ID# or

SOCIAL SECURITY # 72-0723595

CONTRACTOR'S CONTACT PERSON: Megan Hartman or Shelley Johnson

CONTRACTOR'S TELEPHONE: 337-436-9588

EMAIL ADDRESS: mhartman@visitlakecharles.org or sjohnson@visitlakecharles.org

TOTAL CONTRACT AMOUNT: \$25,000.00 Amendment Amount: N/A

CONTRACT PERIOD: September 1, 2013 to December 31, 2013

FUNDING AGENCY: DCRT, Office of Tourism

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

Organ. 6786	Object 3000	Sub Object 04	Reporting Cat. 7413
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

State is supporting the Lake Charles Convention and Visitors Bureau to sponsor and host the **2013 SEOPA conference** to be held at the Isle of Capri Casino Hotel in Lake Charles October 8-12, 2013. The State will utilize opportunities to promote Louisiana's outdoors activities and other tourism assets.

CHECK OFF IF APPLICABLE TO THE CONTRACTOR AND **PROVIDE THE NECESSARY DOCUMENTATION:**

STATE OF LOUISIANA
PARISH OF CALCASIEU
PARISH OF EAST BATON ROUGE

COOPERATIVE ENDEAVOR AGREEMENT

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 the Lake Charles/Southwest Louisiana Convention and Visitors Bureau, 1205 North Lakeshore Drive, Lake Charles, LA 70601, Louisiana 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 La. R.S. 51:1254, the 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; and the Office of Tourism is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La. R.S. 51:1255, the Office of Tourism is mandated to cooperate with all governmental agencies, tourists, promotion agencies, private industry, and private nonprofit associations and organizations in promotion, advertising, and publicity of the state, including cooperative advertising, formation of local promotion groups, and other activities necessary and proper to promote and assist in the expansion of tourism and the tourism industry in Louisiana; and

WHEREAS, in accordance with La. R.S. 33:4574, the Lake Charles/Southwest Louisiana Convention and Visitors Bureau is commissioned, authorized and empowered to expand and increase the economic impact of tourism in Calcasieu Parish; and

WHEREAS, the Southeastern Outdoor Press Association ("SEOPA") is a nonprofit professional membership organization established in May of 1964. Members include magazine and newspaper writers, book authors, photographers, radio and television personalities, lecturers, editors, artists, industry representatives and other affiliates of the outdoor communication professionals; and

WHEREAS, SEOPA is considered the nation's premier regional outdoor communication organization, whose purposes include promoting: 1) quality communication of outdoor activities and issues, 2) ethical conduct in communication of outdoor activities and issues, 3) fellowship among persons engaged in communications and outdoor activities and issues, and 4) education of members and the general public through communication of outdoor activities and issues; and

WHEREAS, the State desires to cooperate with the Contractor in creating economic and tourism development opportunities for the area and the state by providing supplemental funding to support the planning and implementation of *the SEOPA conference to be held Thursday through Saturday, October 8-12, 2013 at the Isle of Capri Casio hotel in Lake Charles (Conference)*; and

WHEREAS, it is anticipated that approximately 250 individuals will attend the Conference, some of whom will be accompanied by guests who will venture out into the local area. The State will be afforded with opportunities to showcase Louisiana's outdoor tourism resources and promote its cuisine, sites, attractions, natural and scenic resources to the Conference participants in a formal, informative, enjoyable and entertaining environment; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and a positive image of Louisiana 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 this endeavor.

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

Scope of Services

The Contractor hereby agrees to carry out all functions to ensure an adequate return on the State's investment by performing the activities that are listed herein and in greater detail in Exhibits A-C, which are by this reference incorporated herein:

- 1) **Administrative Responsibilities** – Contractor shall work with the SEOPA to plan and implement a successful Conference.
- 2) **Fiscal Responsibilities** – Contractor shall ensure all expenditures funded through this Agreement are documented and are in compliance with the Budget (Exhibit B), as follows:

State funds may be used to assist with the cost of marketing/publicity, equipment rentals, staff for catering services, entertainment, decorations, press room audio/video services, registration for at least one (1) State staff member, and shuttle transportation for conference events/activities, including pre and post press, and/or familiarization tours "FAM tours." Contractor shall ensure that shuttle services are procured through competitive bidding or negotiation.

- 3) **Prominent Recognition of the State's Support** – Contractor shall ensure that the State is acknowledged for its support of the Conference in the following manner:
 - a. Ensure that one or more representatives of the State are provided with the opportunity to address and/or welcome attendees to the Conference to promote Louisiana's outdoor tourism at the Luncheon on Thursday, October 10, 2013;
 - b. Ensure that the State is acknowledged for its support by prominently inserting the Department of Culture, Recreation and Tourism (DCRT), Office of Tourism's logo "**Louisiana Pick Your Passion**" with the link to **LouisianaTravel.com** on all printed publicity materials associated with the Conference, including the official program agenda and/or itinerary, and that LOT signage (at least two (2) signs) is prominently displayed on site at the Conference with or near Lake Charles/Southwest Louisiana signage to acknowledge the State's support.
 - c. Ensure that the State is provided with a prominently visible banner ad using the State's official tourism logo "**Louisiana Pick Your Passion**", and **maintain** an active link to <http://www.louisianatravel.com> on the homepage of the official Lake Charles/Southwest Louisiana CVB website <http://www.visitlakecharles.org/>, and other

websites used to promote the Conference, throughout the term of this agreement to provide information to the public. Also ensure that the SEOPA conference website includes a Louisiana tourism banner ad in rotation with other sponsors. Instructions for the use of the State's official tourism logo can be found on the State's website link <http://www.crt.state.la.us/DOCUMENTARCHIVE/>.

- d. Ensure that the State is provided with an exhibit table and other opportunities to disseminate information regarding Louisiana tourism assets, including distribution of the Official Louisiana Tour Guide (to be provided by the State), outdoor brochures, and/or other printed materials that highlight Louisiana's tourism resources and attractions.
 - e. Ensure that the State is invited to participate in press events and is recognized as a sponsor in press releases and other media settings.
- 4) **Final Report** - Upon conclusion of the Conference, the Contractor agrees to submit a **Final Report** (see **Exhibit C, Summary of Outcomes**) with documentation of activities as specified and supporting documentation for expenses consistent with the attached **Budget (Exhibit B)**. The Contractor agrees to submit the **Final Report** no later than **December 31, 2013**.

Payment Terms

In consideration of the activities described above, the State hereby agrees to pay Contractor a maximum amount of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**. Travel and other reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed. Payment will be made only on approval of Charlotte Galloway of the Office of Tourism, her supervisor, designee or successor.

Upon satisfactory completion of all activities in accordance with the terms of the Scope of Services, payments shall be disbursed as follows:

The Contractor shall submit the **Final Report (Exhibit C, Summary of Outcomes)**, accompanied by an original invoice on organization letterhead up to the maximum amount payable of \$25,000.00. The invoice shall note sponsorship in the SEOPA Conference, and must be supported with adequate documentation for expenses in accordance with the attached **Budget (Exhibit B)**. Documentation may include copies of invoices, receipts, signed agreements, or work acquisitions, etc. All deliverables must be complete and the **Final Report** and invoice must be submitted to the State no later than **December 31, 2013**.

Payment is also contingent upon the approval of this Agreement by the Louisiana Division of Administration, Office of Contractual Review and the availability of funds to meet the obligation.

Contractor is informed that no funds appropriated under Act 14 of the 2013 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State unless the Contractor executes a copy of this Agreement and submits to the State for approval, a comprehensive Budget showing all anticipated uses of the funding, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including the measures of performance. The State shall submit this Agreement, the Budget, and any other required information to the Louisiana Legislative Auditor for approval.

Taxes

The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contractor's obligation and identified under the Federal tax identification number 72-0723595.

Termination for Cause

The State may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement; provided that 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 Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Agreement at any time by giving 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 Agreement 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 the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Agreement.

Assignment

The 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 the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors Clause

In accordance with La. R.S. 24:513, it is hereby agreed that 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 this Agreement.

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 Agreement shall begin on **September 1, 2013** and shall end on **December 31, 2013**.

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 the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Indemnification Clause

The Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all state Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Amendment Clause

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 10/7/13 (date).

WITNESSES:

[Signature]
Martine Curcio

Kyle Edmiston 10/7/13
Kyle Edmiston, Assistant Secretary
Office of Tourism
Department of Culture Recreation and Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on October 8, 2013 (date).

WITNESSES:

[Signature]
[Signature]

Charles R. Davis 10/8/13
Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

THUS DONE AND SIGNED AT Lake Charles, Louisiana on October 10, 2013 (date).

WITNESSES:

[Signature]
Heather Saroi

[Signature]
Shelly Johnson, Executive Director
Lake Charles-Southwest Louisiana
Convention and Visitors Bureau

EXHIBIT A

Agency Name: Department of Culture, Recreation and Tourism
Office of Tourism

Contractor's Name: Lake Charles-Southwest Louisiana Convention and Visitors
Bureau

Contract Monitor: Charlotte Galloway

Brief Description of Activities: The State is supporting the Contractor in sponsoring and hosting the Southeastern Outdoor Press Association conference to be held in Lake Charles, Louisiana on October 8-12, 2013. The Conference presents an opportunity to promote Louisiana's outdoor activities, and the historical and cultural resources, cuisine, sites, attractions, natural and scenic resources in a formal, informative, enjoyable and entertaining environment.

Goal: The goal is to utilize the Conference to promote Louisiana's tourism resources to an out-of-state audience, by presenting Louisiana as a unique and desirable tourist and travel destination to encourage travel to Louisiana. The State will also receive tourism publicity, opportunities to meet with media, and recognition of its sponsorship which increases the value of the return on the State's investment.

Deliverables: Deliverables include: 1) the successful implementation and hosting of the Conference, 2) recognition of the State for its sponsorship in printed publicity materials, internet media, and activities at the Conference, 3) speaking opportunities for the State, 4) media publicity, and 5) the Final Report (Exhibit C), the invoice, and supporting documentation of activities and expenses.

Performance Measures: The Contractor's performance will be measured by; 1) the number of attendees at the Conference and number of out-of-state visitors, 2) the economic impact measured by hotel occupancy or hotel nights generated and state sales revenue generated, 3) the amount of publicity that the State receives as a result of the Conference, 4) the feedback provided from attendees, 5) the number of articles written and inquiries received regarding available travel opportunities, and 6) by the ability of the Contractor to adhere to the terms of the Agreement including all reporting requirements.

Monitoring Plan:

Charlotte Galloway or her designee, supervisor or successor, will serve as the State's Contract Monitor and will ensure that activities and deliverables are completed according to the terms of the Agreement.

Contractor Monitor shall:

Review and verify completion of activities to ensure that the goals and objectives have been met, through the use of all available resources and the information provided in the Final Report.

Review the invoice and supporting documentation to ensure compliance with the budget prior to authorizing the release of the payment to Contractor.

Prepare and submit a Contract Performance Evaluation to the Department of Culture, Recreation and Tourism, Office of Management and Finance within 45 days of the completion of activities or the termination or expiration of the Agreement.

Utility of Final Product:

The activities funded under this Agreement support the State's marketing efforts to increase awareness of Louisiana as a desirable travel destination. The mission of the agency is to invite potential tourists, both

domestic and international, to visit Louisiana and to return to the state for future visitations, which promotes and assists in the expansion of the Louisiana tourism industry. In compliance with the agency's goals and objectives, some Conference activities will assist in increasing visitor awareness of tourism resources in Louisiana and increasing visitor travel to and spending in Louisiana. The Conference will draw media representatives to the Lake Charles area and will offer attendees FAM tours to destinations across Louisiana to promote tourism resources and to encourage attendees to write articles about Louisiana's outdoor opportunities, to increase interest and travel to the state.

Attachment B

Lake Charles/Southwest Louisiana, CVB

Southeastern Outdoor Press Association (Conference)

October 8-12, 2013

Anticipated Income or Revenue

Income	Amount
Lake Charles/Southwest LA, CVB	\$31,055
DCRT, Louisiana Office of Tourism	\$25,000
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TOTAL	\$56,055

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	LOT
Marketing/Publicity Efforts	\$ 3,891	\$ 3,891
Brochures	\$ 770	\$ 770
Equipment Rentals	\$ 2,650	\$ 2,650
Hospitality (catering services)	\$17,336	\$ 2,230
Entertainment	\$ 7,899	\$ 7,899
Decorations/Arrangements	\$ 550	\$ 550
Shuttle Services	\$12,359	\$ 5,235
Press Room/AV Services	\$ 1,575	\$ 1,575
Spouse Tours	\$ 2,390	\$
Press Trips	\$ 6,435	\$
Registration (1 staff)	\$ 200	\$ 200
Other Charges (list)	\$	\$
Professional & Contract Services (Disclose Subcontractors)	\$	\$
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TOTAL EXPENSES	\$56,055.00	\$25,000.00

The Budget categories listed above reflect a typical budget and may be adjusted by the agency and /or the Contractor to reflect the actual expense categories that are necessary for each individual program and/or service. Salaries and professional contract services shall be fully disclosed when requesting payments. State funds shall not be used to pay the cost of food and beverages.

ATTACHMENT C
Final Report of the Summary of Outcomes

Name of Organization: Lake Charles/Southwest Louisiana CVB

Name of Event: Southeastern Outdoor Press Association (Annual Conference)

Event Location (city, state): Lake Charles, LA

Date(s) of Event: October 8-12, 2013

Was the Conference supported by other Community Partners?

If yes, please list Community Partners and note their involvement:

Estimated Overall Attendance (including speakers and hosts):

Estimated Number and Percentage of Out-of-State visitors:

Estimated number of Hotel Room Nights generated (or hotel occupancy %) that resulted from the Event:

Estimated economic impact of the Conference on the city and state (sales and tax revenue generated):

Event Itinerary (Please attach event program and/or itineraries):

Was LOT signage hung at the event?

Did a Louisiana tourism representative speak at the Conference? Provide names.

Did a Louisiana tourism representative participate in media events? If yes, provide details.

Was the LOT's logo displayed on information websites with a link to www.louisianatravel.com? Which sites?

Was Louisiana tourism publicity materials distributed? If so, what type?

Was the "Louisiana Pick Your Passion" logo placed on Conference materials?

If yes, what materials?

What logistics were involved in setting up for the Conference?

Were conditions and facilities favorable? Yes No (Please explain answer)

Were there any significant challenges? If so, What were they?

Were goals achieved? Explain:

Were Objective(s) met? Explain:

Summary of Actions/Outcome: Please address whether the event met the expectations and objectives. You may also attach a summarized report to include additional details.

Print Name

Signature

Date

Supplemental information to be submitted: 1) Copies of Conference publicity materials and literature distributed to attendees, including the official itinerary/agenda, and available articles generated; **2)** Photos of the Conference activities, including LOT signage displayed at the Conference; **3)** List of all promotional benefits and/or publicity opportunities that were provided to the State as a contributing sponsor of the Conference. Note any challenges.