

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

DEPARTMENT OF CULTURE, RECREATION AND TOURISM, OFFICE OF TOURISM
AND
LOUISIANA CULTURAL ECONOMY FOUNDATION

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Department of Culture, Recreation and Tourism, Office of Tourism of the State of Louisiana, hereinafter referred to as "State" and/or "Agency," and The Louisiana Cultural Economy Foundation, 5500 Prytania Street, #403, New Orleans, LA 70115, hereinafter referred to as "Contractor."

WITNESSETH:

1.0 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

1.1 WHEREAS, in accordance with La. R.S. 51:1254, the 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, site, 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

1.2 WHEREAS, the Louisiana Cultural Economy Foundation, in cooperation with the City of New Orleans, will commemorate the **Fifth Anniversary of Hurricane Katrina "Katrina 5"**, the hurricane that devastated New Orleans in 2005. The anniversary event will involve intense national and international media coverage bringing attention to New Orleans in remembrance of all circumstances that transpired, to pay tribute to the resilient people who have and are still working hard to build a stronger New Orleans, to evaluate progress, encourage dialogue, remember the devastating events and to memorialize the deaths of the estimated 1,800 plus victims of the hurricane and its aftermath; and

1.3 WHEREAS, the **Katrina 5 Commemoration Ceremony**, scheduled **Sunday, August 29, 2010** in Washington Auxiliary Park, just outside of Jackson Square in the French Quarter, is to involve extensive media coverage with other activities taking place the entire week preceding and leading up to the Commemoration Ceremony; and

1.4 WHEREAS, the event in its entirety will also highlight the rich heritage and diverse cultural aspects of New Orleans and will generate positive media coverage designed to notify the public, including media, tourists, and business travelers that New Orleans is still open for business and is still a unique and desirable travel destination even after the extenuating circumstances surrounding the hurricanes and the recent BP Deepwater Horizon Oil Spill of the Gulf; and

1.9 WHEREAS, the public purpose is to utilize this event as an opportunity to promote the Louisiana tourism industry and to maintain awareness and a positive image of Louisiana as a unique and desirable travel destination, proportionate to obligations undertaken by the State. Louisiana's economy and tourism industry will benefit for the positive publicity and media coverage, resulting in increased tourism and business travel to New Orleans.

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

SCOPE OF SERVICES

2.1 Contractor shall do all things necessary to plan and implement the Fifth Anniversary of Hurricane Katrina "Katrina 5" with a commemorative event. The event shall be designed to memorialize the devastating events and deaths of the estimated 1,800 plus victims of the hurricane and shall also bring positive media coverage to give notice to the public including media, tourist and business travelers that New Orleans is still open for business and is still a unique and desirable travel destination even after the extenuating circumstances and after effects of the hurricanes and the BP Deepwater Horizon Oil Spill of the Gulf in the following manner:

Contractor shall:

- 1) Work with media to develop positive stories for publication across the world and to send a message that Louisiana is still a great place to live, work and play.
- 2) Provide speaking opportunities for the Governor, Lieutenant Governor and/or the Department of Culture, Recreation and Tourism to represent the Louisiana tourism industry at the commemorative ceremony and in other media opportunities.
- 3) Provide an opportunity to include in press releases a message from the Louisiana Office of Tourism to include opportunity to market the **LouisianaTravel.com** website to public audiences.
- 4) Provide access for the Louisiana Office of Lieutenant Governor and/or Office of Tourism to be available for national and international media coverage for interviews regarding the state of the Louisiana tourism industry.
- 5) Recognize the Louisiana Department of Culture, Recreation and Tourism and Office of the Lieutenant Governor as a supporter in the project by inserting the official Louisiana tourism logo with banner ad and link on the official Katrina V website <http://www.katrinafive.com/>, which shall remain on the site during the full duration of this agreement.
- 6) Provide the Office of Tourism access to the Katrina Five media list and contract information.
- 7) Provide opportunities for the Office of Tourism to connect and publicize tourism initiatives such as the African American Trail, Mississippi River Scenic Byways, and other tourism program initiatives.
- 8) Contractor shall recognize the Louisiana Office of Lieutenant Governor and the Office of Tourism as supporter in all publicity efforts including speaking opportunities, media coverage, broadcast promotions and printed materials and shall acknowledge the **LouisianaTravel.com** website when possible.
- 9) Upon the conclusion of the "Katrina 5" event the Contractor shall provide to the State a **Final Report** of the event, which shall provide details of the media coverage, events

and activities, including providing a list of prominent celebrities and media outlets that provided coverage and/or attended the event. Contractor shall also provide proof of services to include copies of itineraries, programs, publications, articles, publicity materials, etc and shall also provide the estimated attendance for the Commemoration Ceremony and other economic data or factors regarding the impact of the event as it pertains to the goals and objectives based on the purpose and intent of the event. **Contractor shall submit the Final Report of Katrina 5 activities not later than November 30, 2010.**

PAYMENT TERMS

3.1 In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **THIRTY THOUSAND DOLLARS (\$30,000.00) AND NO/CENTS**. Payments will be made only on approval of the State's Contract Monitor, Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his designee, supervisor or successor.

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

Upon completion of services including events and activities, Contractor shall submit an original invoice and **Final Report** (see **Item 9** in the Scope of Services) with supporting documentation for expenditures, which shall not exceed the total maximum payable of Thirty Thousand Dollars (\$30,000.00). All items represented in the payment request must be supported by documentation for expenditures, such as copies of expense logs/reports, requisitions, signed commitments or agreements for services, invoices, and other documentation, provided in accordance with the attached Budget. Invoice requests must be made on organization letterhead and all services and deliverables including the **Final Report** of the Katrina 5 commemorative activities must be submitted no later than **November 30, 2010**.

All original documentation for expenses and details of the event shall be maintained by the Contractor and is subject to State audits.

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.

Contractor is informed that 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.

In the event the Agency determines that the recipient failed to use the funds set forth in its budget within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives for the use of the funds, the Agency shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Contractor shall be audited in accordance with R.S. 24:513. If the amount of the public funds received by the Agency is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The Agency shall forward to the Legislative Auditor, the Division of Administration, and the Joint Legislative Committee on the budget, a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted no later than May 1, 2011.

TAXES

4.1 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 20-3598297.

TERMINATION FOR CAUSE

5.1 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 the Contractor written notice specifying 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 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 State's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION FOR CONVENIENCE

6.1 The State may terminate this agreement at any time by giving thirty (30) days written notice to Contractor. Upon receipt of notice, the Contractor unless the notice directs otherwise, shall immediately discontinue work and the placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

OWNERSHIP

7.1 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 agreement. All records, reports, documents, or other material related to this agreement 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 agreement.

ASSIGNMENT

8.1 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.

ARTICLE IX FINANCIAL DISCLOSURE

9.1 The State reserves the right to audit the Contractor's records in accordance with R.S. 24:513. If the amount of public funds received by the Contractor is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

AUDITOR'S CLAUSE

10.1 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 the Contractor that relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment.

AMENDMENTS IN WRITING

11.1 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 Louisiana Division of Administration, Office of Contractual Review.

FISCAL FUNDING CLAUSE

12.1 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

13.1 This agreement shall begin on **August 1, 2010** and shall terminate on **December 31, 2010**.

DISCRIMINATION CLAUSE

14.1 Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor farther 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 agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 21st day of October, 2010.

WITNESSES:

Amie B. Bo

C. D. Weisman

Louisiana Department of Culture, Recreation & Tourism

Pam Breaux

Pam Breaux, Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 20th day of October, 2010.

WITNESSES:

[Signature]
[Signature]

DCRT, Office of Tourism

[Signature]

Jim Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT New Orleans, Louisiana on the 26th day of October, 2010.

WITNESSES:

[Signature]
[Signature]

Louisiana Cultural Economy Foundation

[Signature]

Norma Jane Sabiston, Managing Director

ATTACHMENT A

Project Budget (2010-11)

**Louisiana Cultural Economy Foundation
Fifth Anniversary Katrina (Katrina 5)**

Anticipated Income or Revenue

<u>Sources</u> <i>(list all sources of revenue)</i>	<u>Amounts</u>
City of New Orleans	\$
Sponsorships (Other)	\$112,000.00
Other Revenue	\$
State of Louisiana – Other	\$
DCRT, Tourism	\$ 30,000.00
Total Anticipated Revenue	\$142,000.00

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Tourism Appropriation</u>
Staffing	\$30,000.00	\$
Travel Expenses	\$	\$
Operating Services	\$	\$
Website (Katrina V)	\$20,000.00	\$19,000.00
Production/AV	\$13,500.00	\$7,000.00
Hospitality/Catering	\$ 827.94	\$
Security	\$ 1,360.00	\$
Printing	\$ 2,488.30	\$
Rentals	\$ 2,396.12	\$
Entertainment	\$ 8,500.00	\$4,000.00
Transportation	\$ 1,408.00	\$
Other	\$ 3,810.64	\$
Office Supplies	\$ 124.98	\$
Professional & Contract Services	\$55,250.00	\$
Other Charges (Program Expenses)	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	\$139,665.98	\$30,000.00

Budget categories listed above reflect a typical budget and may be adjusted by the Contracting Party and Agency to reflect actual categories necessary for each individual program.

ATTACHMENT B

Agency Name: Office of Tourism
Contractor's Name: Louisiana Cultural Economy Foundation (Katrina 5)
Contract Monitor: Jack Warner

Purpose of Services: The Louisiana Cultural Economy Foundation, in cooperation with the City of New Orleans will commemorate the **Fifth Anniversary of Hurricane Katrina “Katrina 5”**, devastated New Orleans in 2005. The anniversary event will involve intense national and international media coverage bringing attention to New Orleans in remembrance of all circumstances that transpired.

Detailed Goals and Objectives: The goal of this endeavor is to remember the effects of Katrina, pay tribute to those who are contributing to rebuilding New Orleans into a stronger city, to evaluate progress, encourage dialogue for restructuring, to memorialize the deaths of the estimated 1,800 victims of the hurricane and to serve notice that the State and the City of New Orleans are resilient and will maintain and preserve the heritage, culture and tourism aspects of Louisiana.

The overall objective is to generate positive media coverage to increase tourism and business travel in New Orleans and to notify that the State is still open for tourism and business as usual; maintaining that Louisiana is still a unique and desirable travel destination. The services support Louisiana tourism and will increase visitor travel to the state, impacting the tourism economy.

Performance Measures: Contractor's performance will be measured by the national and international attention given to Louisiana and New Orleans during the week and after the event held on August 29th, the Fifth Anniversary of the Hurricane Katrina. Performance will also be measure by the amount of media, quality of the event, articles written, positive coverage, number of participants at activities, collaborations, support and public attention drawn to the event. Performance will also be measured by the Contractor's ability to adhere to the requirements of the Scope of Service including reporting requirements and financial accountability for the expenditure of public funds.

Monitoring Plan: Contractor's performance will be monitored and evaluated to ensure that all deliverables are provided and in compliance with the Scope of Services in the following manner:

Contract Monitor will review the Final Report, verify services for compliance, and validate the invoice request and all documentation prior to authorizing the release of payment to Contractor.

The Contract Monitor will also complete a performance evaluation and submit to the Office of Management and Finance for submission to the Louisiana Division of Administration, in compliance with the requirements for contract administration, within 45 days of the termination or expiration of this Agreement.

Utility of Final Product: Louisiana's image and tourism industry has been challenged in the last five years because of various events to include Hurricane Katrina in 2005 and the recent BP Deepwater Horizon Oil Spill in the Gulf of Mexico this year. To mitigate damages to the tourism industry, a commemorative event has been developed to remember the devastating events of Hurricane Katrina, to memorialize the deaths of the estimated 1,800 plus victims of the hurricane and to provide updates regarding the current condition of New Orleans. The event is designed to bring positive media coverage to give notice to the public including media, tourists and business travelers that New Orleans and the State of Louisiana is still open for business and is still a unique and desirable travel destination even after the hurricanes and the BP Deepwater Horizon oil spill.