



ST. TAMMANY PARISH TOURIST  
AND CONVENTION COMMISSION  
68099 Hwy. 59  
Mandeville, LA 70471

**COOPERATIVE ENDEAVOR AGREEMENT  
BY AND BETWEEN**

**ST. TAMMANY PARISH TOURIST AND CONVENTION COMMISSION**

**AND**

**ST. TAMMANY PARISH GOVERNMENT**

**(Cooperative Advertising Program)**

This Cooperative Endeavor Agreement for Advertising the St. Tammany Parish Government, made and entered into this 2<sup>nd</sup> day of Nov 2015 by and between St. Tammany Parish Tourist and Convention Commission of the State of Louisiana, hereinafter referred to as the "Commission", and the St. Tammany Parish Government, officially domiciled at 21490 Koop Drive - Suite 200, Mandeville LA 70471 hereinafter referred to as the "(Cooperative Advertising Program) CAP Partner."

WITNESSETH:

**ARTICLE I**

WHEREAS, the Commission was created by La. R.S. 33:5474 and is a political subdivision of the State of Louisiana whose mailing address is 68099 Highway 59, Mandeville, Louisiana 70471;

WHEREAS, the Commission's purpose is the promotion of tourism within St. Tammany Parish and the Commission is empowered to do all things necessary for the promotion and the advertisement and publication of information relating to tourist attractions within St. Tammany Parish.

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 or political corporations 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.*"

WHEREAS, the Commission desires to cooperate with the CAP Partner in the manner as hereinafter provided, and;

WHEREAS, in furtherance of its purpose of promoting tourism within St. Tammany Parish, the Commission has decided to contract with CAP Partner, and;

WHEREAS, the public purpose to be derived from this contract is to promote, advertise, and publicize information relating to tourist attractions within St. Tammany Parish by advertising and promoting the "St. Tammany Parish Government," and its tourist attractions located in St. Tammany Parish, and;

WHEREAS, the Commission believes that by entering into this agreement, it will be promoting tourism within St. Tammany Parish and promoting CAP Partner and its facilities and attractions as tourist attractions within St. Tammany Parish, and;

WHEREAS, the Commission further believes that there is a demonstrable objective and reasonable expectation of receiving at least equivalent value for the consideration described in this agreement, and;

NOW, THEREFORE, in consideration of the mutual covenants herein contained the legal obligation; the public purpose; and the public benefit the parties hereto agree as follows:

## **ARTICLE II – PUBLIC PURPOSE**

The parties to this agreement acknowledge that the Commission's purpose in entering into this agreement is to promote tourism and tourist attractions in St. Tammany Parish, by advertising and publicizing information relating to CAP Partner and its attractions which are located in St. Tammany Parish and which the Commission believes will attract out of town visitors.

## **ARTICLE III - OBLIGATIONS OF THE COMMISSION**

The Commission hereby agrees to furnish the following services:

- a. The Commission will reserve advertising space in three print publications, schedule radio endorsements, and send out an e-blast.
- b. The Commission will make available a minimum of half of each print ad space reserved for non-profit tourism partners, to advertise. The ad space will be divided amongst the enrolled CAP Partners.
- c. Each CAP Partner will be able to submit its own ad within specifications given by the Tourist Commission and with final approval from The Commission. If the CAP Partner is unable to design its own ad, The Commission will provide design services for the CAP Partner.
- d. The Commission will provide reader response leads to the CAP Partner from the publications advertised in (when applicable) from January 1 – July 1.
- e. The Commission hereby agrees to provide insertion orders, design and layout, production, editing and supervision for each CAP ad in the following media:
  - Southern Living: 1 issue – 1 page ad - Feb 2016 – Circulation 849,390  
(Commission cost \$63,326)
  - Country Roads Magazine: 2 issues – 1 page ad: Feb and March 2016– Circulation 75,000  
(Commission cost \$3,860)
  - Country Roads Eblast: 1 newsletter: April 2016 - 17,500 Subscribers  
(Commission cost \$1,500)
  - Texas Monthly: 1 issue: March 2016– 2 page spread: Circulation 280,000  
Commission cost \$17,428)
  - iHeart Media: 80 (60 sec) radio endorsements over eight weeks 2/29 – 4/18, 2016.

- e. The Commission will provide the CAP partner with an original tear sheet from each publication, a broadcast calendar of the radio schedule with an electronic copy of the endorsement, and a copy of the eblast.
- f. The Commission will provide a copy of all tear sheets and an invoice by May 10, 2016.

If the Commission is unable to complete the program agreed to, the Commission shall so notify the CAP Partner in writing before the expiration date of publication commitment deadlines and thereby acknowledge the automatic cancellation of the St. Tammany Parish Tourist Commission Cooperative Advertising Program, unless such notification contained a request for an amendment as provided under Article XII below.

#### **ARTICLE IV – OBLIGATIONS OF CAP PARTNER**

The CAP Partner hereby agrees to furnish the following services:

- a. The CAP Partner shall provide a print ready ad within specifications given by The Commission on or before production and/or publication deadlines as required by the Commission Cooperative Advertising Program, hereinafter referred to as “CAP.”
- b. If the CAP Partner is unable to submit a print ready ad, they will provide necessary materials to The Commission for building of the ad, including copy, high resolution photographs, and a logo.

#### **ARTICLE V - COMPENSATION AND PAYMENT SCHEDULE**

In consideration of the services described above, the CAP Partner hereby agrees to pay the Commission a total sum not to exceed of \$2,000.00 for said project – specifically for advertising space in the media as stated in Article I above.

One payment in the amount of \$2,000.00 shall be remitted to the Commission no later than May 31, 2016.

If the CAP Partner is unable to complete the project agreed to, the CAP Partner shall so notify the Commission in writing before the expiration date of publication commitment deadlines or November 10, 2015, whichever is earlier, and thereby acknowledge the automatic cancellation of the partner participation in the St. Tammany Parish Tourist Commission Cooperative Advertising Program, unless such notification contained a request for an amendment as provided under Article XIII below.

The Commission shall be liable for all funds not used in accordance with the terms and conditions of this agreement and/or the approved budget.

#### **ARTICLE VI - TERM OF AGREEMENT**

Such services shall be performed by the Commission within the fiscal year beginning on June 1, 2015 and ending on May 31, 2016 in accordance with the Commission guidelines under which the above-referred application was submitted.

**ARTICLE VII - TERMINATION CLAUSE**

The Commission may terminate this Agreement for cause based upon the failure of the CAP Partner to comply with the terms and/or conditions of the Agreement provided that the Commission shall give the CAP Partner written notice specifying the CAP Partner's failure. If within thirty (30) days after receipt of such notice, the CAP Partner shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Commission may, at its option, place the CAP Partner in default and the Agreement shall terminate on the date specified in such notice. The CAP Partner may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Commission to comply with the terms and conditions of this Agreement; provided that the CAP Partner shall give the Commission written notice specifying the Commission's failure and a reasonable opportunity for the Commission to cure the defect.

**ARTICLE VIII - TERMINATION FOR CONVENIENCE**

The Commission may terminate the Contract at any time by giving thirty (30) days written notice to the CAP Partner. The CAP Partner shall be entitled to a refund of all funds previously paid to the Commission for the Cooperative Advertising Program and not used in accordance with the terms and conditions of this agreement and/or the approved budget.

**ARTICLE IX - NONASSIGNABILITY**

No CAP Partner shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Commission. This provision shall not be construed to prohibit the CAP Partner from assigning his bank, trust company, or other financial institution any money due or to become due from approved agreements or contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Commission and the Office of Contractual Review.

**ARTICLE X - AUDITORS CLAUSE**

It is hereby agreed that 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 accounts of the CAP Partner, which relate to this Agreement.

**ARTICLE XI - FISCAL FUNDING**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Legislature. 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.

**ARTICLE XII - INDEMNIFICATION; INSURANCE**

The CAP Partner shall indemnify and save harmless the Commission against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Commission growing out of, resulting from, or by reason of any act or omission of CAP Partner, its agents, servants, independent CAP Partners, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the Commission's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. CAP Partner shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

**ARTICLE XIII - DISCRIMINATION CLAUSE**

The CAP Partner 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 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 Act of 1975, and CAP Partner agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The CAP Partner agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by the CAP Partner, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XIV - PARTIAL INVALIDITY; SEVERABILITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XV - ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

**ARTICLE XVI - CONTROLLING LAW**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**ARTICLE XVI - LEGAL COMPLIANCE**

The CAP Partner shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

**ARTICLE XVII - REMEDIES FOR DEFAULT**

In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

**ARTICLE XVIII - FORCE MAJEURE**

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God. In the event that a portion of the ads do not run due to Force Majeure, the CAP Partner's fiscal responsibility will be prorated by The Commission and limited to the ads which were published.

**ARTICLE XIX - NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Donna F. O'Daniels, President & CEO  
St. Tammany Parish Tourist Commission  
68099 Hwy 59  
Mandeville, LA 70471

Wensel Conroy  
St. Tammany Parish Government  
21490 Koop Drive - Suite 200  
Mandeville, LA 70471

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:



Donna F. O'Daniels, President and CEO  
St. Tammany Parish Tourist Commission



**President Patricia P. Brister**  
**St. Tammany Parish Government**  
**Phone: (985) 875-2128**  
**EIN: 72-6001304**