



**STATE OF LOUISIANA  
DEPARTMENT OF CULTURE, RECREATION AND TOURISM  
OFFICE OF TOURISM  
GRANT AGREEMENT**

**Marketing Grant  
FY 2010-2011**

BE IT KNOWN, the Department of Culture, Recreation and Tourism, Office of Tourism of the State of Louisiana (hereafter sometimes referred to as "State" or "LOT") and Los Islenos Heritage and Cultural Society of St. Bernard, 206 Decatur Street, New Orleans, LA 70130, Phone: 504-676-3098 (hereafter sometimes referred to as "Grantee") do hereby enter into this agreement ("Agreement") under the following terms and conditions.

**1. Scope of Work**

Grantee hereby agrees to market the Los Islenos Heritage and Cultural Society of St. Bernard Fiesta ("Event") scheduled to be held March 19-20, 2011 in St. Bernard, Louisiana as set forth in its **LOT-approved Marketing Plan and Media Plan (Exhibits A1 and A2) and Budget (Exhibit B)**.

The goal of this LOT Grant Program is to fund activities that significantly increase tourism in Louisiana. Specifically, this grant will assist the LOT in fulfilling its public purpose and statutory mandate to expand and increase the economic impact of tourism on Louisiana through strong, effective public initiatives, and to achieve the following program objectives: (1) to facilitate development of statewide tourism products that will attract visitors and enhance the visitor experience; (2) to strengthen Louisiana's tourism partnerships and alliances to support the State's tourism industry as a whole; and (3) to increase visitation, length of stay and tourism expenditures in Louisiana.

**a. Qualifying Marketing Expenses.** After the Event, the Grantee may request reimbursement of up to 50% of the costs actually incurred by the Grantee for qualifying marketing expenses to implement the LOT-approved Marketing and Media Plans for the Event. Reimbursement will only be allowed for qualifying marketing expenses, as that term is defined in the LOT Grant Application and Guidelines. Qualifying marketing expenses include the actual placement costs of media, but not associated ad creative or media production expenses. Reimbursement will not exceed grant award. State funds from any source may not be used for the mandatory cash match.

**b. LOT as Official Sponsor.** Reimbursement will only be allowed if the LOT has been acknowledged as an official sponsor of the Event, as set forth herein and in the LOT Grant Application and

Guidelines. Grantee must provide the State access to the Event for monitoring and economic development purposes. The Louisiana Office of Tourism must be acknowledged as an official sponsor of the Event, as follows:

- Grantee shall prominently display the official Louisiana Office of Tourism logo on the Grantee's official websites and the official websites of the Event. The logo can be downloaded from <http://www.crt.state.la.us/tourism/grants.aspx>.
- Grantee shall include a link from the official Louisiana Office of Tourism logo to the LOT's official tourism website [www.LouisianaTravel.com](http://www.LouisianaTravel.com).
- Grantee shall prominently display the official Louisiana Office of Tourism logo in all grant-funded printed materials and other visual advertising and publicity, regardless of media.
- For broadcast announcements and scripts, Grantee shall include the following phrase *"Visit LouisianaTravel.com to plan your trip today."*

**c. Event Advertisements.** Prior to placing the media, the Grantee shall submit to the Contract Monitor for approval all creative artwork or broadcast scripts for qualifying marketing and advertising materials funded by the State through the Competitive Grant Program. The materials should include the official Louisiana Office of Tourism logo and/or verbiage, as applicable and described above. Unapproved ads may not be eligible for reimbursement.

**d. Changes to Agreement.** If the Grantee wishes to propose any changes to this Agreement, the Grantee must submit any such proposed changes to the State in writing (email is acceptable), in advance. The Contract Monitor will notify the Grantee within 7 business days whether the change is acceptable. If the Grantee wishes to amend its LOT- approved Media Plan, Grantee shall send a written request (email is acceptable) to Contract Monitor prior to media placement. Revision of the Scope of Work, Media Plan, Marketing Plan, or Budget may be allowable, but must have prior written approval from the State. Grantee may not request an increase in the maximum amount of the Grant award. Any item not listed in the Scope of Work, Marketing Plan, Media Plan, Budget, or that has not been approved by the Contract Monitor will not be considered an eligible expense and may not be approved for payment. Any other change to this agreement requires a written amendment, executed by all parties, as set forth herein.

**e. Communication.** Close communication with the Contract Monitor throughout the term of this Grant Agreement is a requirement and a benefit of the Grant Agreement. Grantee is required to provide the Contract Monitor written notice of changes in the Grantee's contact information. If a period of three months or more lapses without contact, the State may initiate the process of revoking this Grant.

## 2. Payment Terms

In consideration of the work described above, State hereby agrees to pay Grantee a maximum sum of **FOUR THOUSAND SIX HUNDRED TWENTY NINE AND 50/100 DOLLARS (\$4,629.50)**.

This funding is contingent upon the availability of funds appropriated to the State by the Louisiana Legislature or accruing to the State from other sources. The grant amount shall be paid in accordance with the following requirements:

**a. One Payment.** There will be a single payment made under this Grant Agreement. No payment will be made until after the Event is complete. The payment is made on a reimbursement basis after the conclusion of the Event. Grantee shall submit to the Contract Monitor an original invoice to the State, a **Final Report (Exhibit C)**, and all supporting documentation required to verify that the qualifying marketing expenses were actually incurred by the Grantee in compliance with the terms of the Grant Agreement, **due by May 23, 2011**.

**b. Original Invoice.** The original invoice to the State shall be in an amount that reflects 50% of the qualifying marketing expenses actually incurred by the Grantee up to the maximum amount of the Grant award. The invoice must contain the word "invoice," must be submitted on Grantee's letterhead, and must include documentation that supports the qualifying marketing expenses incurred as detailed in the Final Report. The original invoice may be mailed or delivered to the Contract Monitor.

**c. Final Report.** The Grantee shall submit its typed **Final Report** on the form included as **Exhibit C**. The Final Report form can be downloaded from LOT's website, <http://www.crt.state.la.us/tourism/grants.aspx>.

Grantee shall complete each section of the Final Report, as applicable, including:

- Grantee Information
- Reimbursable Media – A report of qualifying marketing expenses under the appropriate category
- Reimbursement Documentation for Proof of Media Purchase – Vendor invoices and acceptable proof of implementation
- Final Report Summary

LOT reserves the right to require additional information and deliverables as needed to verify compliance with the terms of the Grant Agreement.

Grantee will not receive reimbursement for cancelled media or media not placed by the Grantee for any other reason. Only actual qualifying marketing expenses incurred by the Grantee are eligible for the 50% reimbursement.

**d. Payment.** The Contract Monitor shall review and verify the invoice, Final Report, and all supporting documentation for compliance with the Grant Agreement. Upon approval, Contract Monitor shall authorize the invoice for payment. Reimbursement usually takes 4 -6 weeks.

The State will reconcile the invoice to the supporting documentation. The State will adjust payment downward in the event the invoice includes a request for payment of expenses that are not qualifying marketing expenses, the State has not been acknowledged, the documentation to support the expense is missing or inadequate, or for noncompliance with the terms of this agreement. The State will provide the Grantee notice of the defect and a reasonable opportunity to cure. If the Grantee wishes to appeal the State's payment decision, the Grantee must submit a letter in writing to the Contract Monitor within 30 days of notice of the defect.

If it is determined by the Contract Monitor or by an audit that State funds were expended on non-reimbursable expenses, Grantee will be required to repay the State. If the Grantee defaults on the agreement, breaches the terms of the agreement, or ceases to do business, it shall be required to repay the State in accordance with the State's terms or requirements.

**e. Act 11 Clause.** Grantee is notified 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 grantee) executes an agreement (e.g., a grant agreement) and submits to the transferring agency (e.g., LOT), 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](mailto:ebudgets@lla.la.gov).

**3. Responsibility for Payment of Taxes**

The Grantee hereby agrees that the responsibility for payment of taxes, if any, from the funds thus received under this agreement and/or legislative appropriation shall be Grantee's obligation and identified under Federal tax identification number 72-0993317.

**4. Term of Grant Agreement**

This Grant Agreement shall begin on **November 1, 2010** and shall terminate on **June 30, 2011**.

The Grantee shall not proceed under the terms of this Agreement prior to receiving a fully executed copy of this Agreement from the State.

The Event must be held in Louisiana between January 1, 2011 and June 30, 2011. The Event is scheduled to be held March 19-20, 2011. All approved qualifying marketing expenses must be incurred by **June 30, 2011**.

Grantee must submit to the Contractor Monitor an original invoice, a **Final Report (Exhibit C)**, and all supporting documentation **due by May 23, 2011**.

The Grantee shall be liable for all grant funds not used in accordance with the terms and conditions of this Agreement. If the Grantee is unable to perform the work or deliver the deliverables within the term of the Agreement, the Grantee shall so notify the State in writing before the termination date of the Agreement and thereby acknowledge the automatic cancellation of the grant, unless such notification contains a request for an amendment.

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.

**5. Entire Agreement/Order of Precedence Clause**

This Agreement and any exhibits specifically incorporated herein by reference, together with the LOT Grant Guidelines and addenda issued thereto by the LOT, the application submitted by the Grantee, 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 Grant Guidelines and Grantee's Application) shall take precedence, followed by the provisions of the LOT Grant Guidelines, and then by the terms of the Grantee's Application.

**6. Termination for Cause**

The State may terminate this Agreement for cause based upon the failure of Grantee to comply with the terms and/or conditions of the Agreement, provided that the State shall give Grantee written notice specifying Grantee's failure. If within thirty (30) days after receipt of such notice, Grantee 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 Grantee in default and the Agreement shall terminate on the date specified in such notice. From the date of the termination, no payments will be made by the State to the Grantee. In the event the Grantee has received payment above and beyond documented eligible expenses, the Grantee shall return all such funds to the State.

**7. Termination for Convenience**

The State may terminate this Agreement at any time by giving thirty (30) days' written notice to Grantee. In the event that the Grantee is not in compliance with the terms of this Agreement at the time of termination, no further payments will be issued to the Grantee and any funds previously dispersed but unaccounted for by the date of said termination will be returned to the State by the Grantee within 30 days of termination.

**8. Fiscal Funding Clause**

The continuation of this Agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the Agreement. If insufficient monies are appropriated to provide for the continuation of the Agreement, or if such funding is reduced by government action 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. Grantee acknowledges that the funding for this Agreement is subject to congressional, legislative or administrative action, such as mid-year budget reductions, which could result in a mid-year reduction of funds available to fund this Agreement, which may require amendment or termination of this Agreement.

**9. Audit**

It is hereby agreed that in accordance with La R. S. 24:513 auditors from the Louisiana Division of Administration, the Louisiana Department of Culture, Recreation and Tourism, and the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of Grantee that are related to this grant.

**10. Liability**

The Grantee 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 negligent act or omission, operation or work of the Grantee, his agents, servants, or employees while engaged upon or in connection with services required or performed by the Grantee hereunder.

**11. Non-assignability**

The Grantee shall not assign any interest in this grant and shall not transfer any interest in same (whether by assignment or notation), without prior written consent of the State, provided however, that claims for money due or to become due to the Grantee from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the State.

**12. Anti-discrimination**

The Grantee 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 as amended, 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 1972, the Fair Housing Act of 1968 as amended, and Grantee agrees to abide by the Requirements of the Americans with Disabilities Act of 1990. Grantee 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 Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Los Islenos Heritage & Cultural Society of St. Bernard  
Event: Los Isleno Heritage & Cultural Society of St. Bernard Fiesta  
Grant # 154

Grant Amount: \$ 4,629.50

THUS DONE AND SIGNED AT Metairie, Louisiana on the 11<sup>th</sup> day of March, 2011.

WITNESSES:

Bertin B. Esteves  
Mega L. Deane

Los Islenos Heritage and Cultural Society of  
St. Bernard

Dorothy Bengo  
Dorothy Bengo  
President  
Phone: 504-676-3098

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 3<sup>rd</sup> day of March, 2011.

WITNESSES:

Leann Borne  
Lindsey Schmidt

Department of Culture, Recreation, & Tourism

James L. Hutchinson  
James L. Hutchinson, Assistant Secretary  
Office of Tourism

## **EXHIBIT A1**

### **MARKETING PLAN**

#### **Event Description**

The first Islenos arrived in Louisiana during 1778 and continued to arrive in the province until 1783. They were settled in four locations, strategically placed around New Orleans to guard approaches to the city. Of the four Isleno settlements, San Bernardo was most successful. The Isleno farmers of San Bernardo provided the New Orleans market with the majority of garlic, onions, beans, potatoes and poultry consumed in the city in the late 18<sup>th</sup> and early 19<sup>th</sup> centuries. Today, the Isleno communities of St. Bernard Parish survive as the last living vestige of Spanish Colonial Louisiana. Come celebrate our heritage! March 19<sup>th</sup> and 20<sup>th</sup>, 2011

Festival-goers can learn about the Islenos journey while sipping cool sangria and eating paella at the Islenos Museum Complex on Bayou Road in St. Bernard.

Louisiana residents may be more familiar with Latin American cuisine since Hurricane Katrina brought an influx of food vendors to serve an expanding Latino population, but the Islenos have been celebrating such dishes at the festival for three decades.

Our annual Los Islenos Fiesta educates people about our heritage and about the people who came here as the original protectors of Spanish New Orleans in the 1700s from the Canary Islands. Unlike the Acadians, the Islenos were not fleeing their government. Quite the contrary, the Spanish government discovered that the British were illegally trading here. This resulted in a royal order to the government of the Canary Islands for 700 men to go for eight years, but no one wanted to go because they were farmers and all had families. The order was revised to allow the volunteers to move their families with them into a colony.

We are still considered by Spain an Entity in the Exterior, throughout the years we host Spanish dignitaries and special guests to the United States.

Throughout the year we host visitors from Spain and the Canary Islands and many will return for Fiesta time bringing family and friends.

#### **Goals and Objectives**

To promote the Islenos heritage and culture in St. Bernard and to get visitors to visit our museums and historic houses.

#### **Target Audience(s)**

Anyone who wants to learn about and celebrate in the Islenos heritage in the tri-state area and beyond.

#### **Marketing & Promotional Strategies**

Los Islenos Heritage & Cultural Society of St. Bernard  
Event: Los Isleno Heritage & Cultural Society of St. Bernard Fiesta  
Grant # 154  
Media Plan – Attached Exhibit A2

Grant Amount: \$ 4,629.50

**Additional Deliverables**

There will be opportunity to place the LOT logo and information on the posters, flyers and event signs as well as being mentioned in our 60 second air time spots.

**Tracking and Evaluation Measures**

We will consider the project to be successful if we are able to make enough profit to teach the heritage and culture of LOS ISLANOS via the museum and hands on teachings. This is the only fund raiser held to support the organization.

We can track attendance by Admission revenue, food and beverage sales.

**EXHIBIT A2**

**MEDIA PLAN**

**Online Placement (Website)**

Website Name	Website Address	Dates	Impressions	Budgeted Cost	50% request of LOT
Nola.com	Nola.com	2/28 to 3/20/2011	450,000	\$3000	\$1500
<b>Totals</b>				<b>\$3,000.00</b>	<b>\$1,500.00</b>

**Broadcast Placement (Radio/Television)**

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Budgeted Cost	50% request of LOT
WEZB-FM-97.1	Gulf Coast Region La and Mississippi	30 sec at 75 Spots	3/14 to 3/20	\$2010	\$1005
KGLA TV 42	Gulf Coast Region La and Mississippi	30sec at 96 Spots	2/21 to 3/20	\$1920	\$960
KGLA1540-AM	Gulf Coast Region La and Mississippi	30sec at 134 spots and 2 remote Live feeds	2/21-3/20	\$1620	\$810
<b>Totals</b>				<b>\$5,550.00</b>	<b>\$2,775.00</b>

Los Islenos Heritage & Cultural Society of St. Bernard  
Event: Los Isleno Heritage & Cultural Society of St. Bernard Fiesta  
Grant # 154

Grant Amount: \$ 4,629.50

**EXHIBIT B  
BUDGET**

**Name of Grantee:** Los Islenos Heritage & Cultural Society of St. Bernard

**Name of Event:** Los Isleno Heritage & Cultural Society of St. Bernard Fiesta

**Projected Revenues:**

Sales from Festival	\$80,000.00
Donations	\$25,370.50
Lot Grant	\$ 4,629.50

**Total Revenue** **\$110,000.00**

**Projected Expenses:**

Equipment	\$5,000.00
Music/Bands	\$7,700.00
Food Cost	\$15,800.00
Soft Drinks/Water	\$3,400.00
Beer	\$3,000.00
International Visitors - lodging, transportation, meals...	\$8,000.00
Sound System	\$4,000.00
Food Booths	\$3,000.00
Tent, Chairs, Table Rentals	\$6032.31
Games	\$1,200.00
Permits	\$100.00
Supplies	\$2,600.00
Advertising	\$12,409.00
Trash Pick Up	\$500.00
Sewer Service	\$500.00
Ice	\$2,000.00
Postage	\$41.00
Society Cost	\$5,000.00
Security	\$2,000.00

**Total Expenses** **\$82,282.31**

**Projected Festival Profit** **\$27,717.69**

**Exhibit C**

**Grant Cycle January 1, 2011 – June 30, 2012**  
**Louisiana Office of Tourism Marketing Grant Final Report Form**

Note: Final reports should be typed.

**SECTION I: Grantee Information**

Name of Event \_\_\_\_\_  
 Event Date \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Grant Award Amount \_\_\_\_\_  
 Primary Contact for Event \_\_\_\_\_  
     Phone Number \_\_\_\_\_  
     Email \_\_\_\_\_

**SECTION II: Reimbursable Media; Qualifying Marketing Expenses**

**Reimbursable Items** –All qualifying marketing and advertising must be directed toward areas outside a 50-mile radius of the event. At least 66% or 2/3 of the designated marketing area/ media audience must be outside a 50-mile radius of the event for the media to be eligible for reimbursement. Qualifying marketing expenses include the actual placement costs of media, but not associated ad creative or media production expenses.

\*\*\*If awarded a grant, 50% of the grand total spent on qualifying marketing expenses will be reimbursed up to the total amount of the award.

\*\*\*List only qualifying marketing expenses eligible for reimbursement through the LOT Marketing Grant Program.

**Print Placement (Magazine, Newspaper)**

Publication Name	Market (s)	Ad Size	Issue Date	Circulation No.	Actual Cost	50% request of LOT
<b>Totals</b>					\$ _____	\$ _____

**Broadcast Placement (Radio/Television)**

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



**Section III: Reimbursement Documentation for Proof of Media Purchase**

Note: All media must adhere to the logo/mention guidelines listed in the Grant Application and Agreement.

- **Vendor invoice:** Submit itemized media invoice reflecting date, description and dollar amount
- **Proof of implementation:** Submit proof that activity was performed. Documentation can include any of the following:
  - Original ad placement tear sheets for print advertisements (verifying name and date of publication)
  - Broadcast log reports indicating actual broadcast times and dates
  - Screenshots for online advertisements
  - Billboard photographs showing content
  - Mailing lists, addresses, postage receipts and a copy of the marketing piece are required for direct mail
  - Other \_\_\_\_\_ (LOT Contract Monitor will determine if the proof is acceptable.)

**Section IV: Final Report Summary Format**

- A 1-2 page typed detailed summary on the outcome of the Event taking into consideration the goals, objectives and measurable outcome regarding the impact that the Event had on tourism in the area and the state, which should include:
  - 1) **Objectives Achieved**-List accomplishments in compliance with the overall goal of impacting tourism.
  - 2) **Estimated Attendance**- Provide an estimate of the attendance for the Event
  - 3) **Measurements of Performance**- include but are not limited to the following: admissions revenue, event registration and entry fees collected, number of hotel room nights/ occupancy rates/ADR, food and beverage tax and average visitor spending, etc.
  - 4) **Local/State/Regional Economic Impact**
  - 5) **Media Relations** -Grantee shall include supporting documentation for media relations which may include but are not limited to the following: copies of news releases, newspaper clippings, flyers, programs, itineraries, photographs and programs.
  - 6) **Profitability of the Event**