

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

Project Enhancement Initiative (PEI) Grant
FY 2011-2012

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 Friends of the Delta Music Museum Foundation, Inc., P.O. Box 1733, Ferriday, Louisiana, 71334, Phone: (318) 758-8014 and Email: tbingham52@yahoo.com (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 execute and market the Delta Music Festival 2011 ("Project" or "PEI") scheduled to be held September 10, 2011 in Ferriday, Louisiana as set forth in its LOT-approved Business Plan and Media Plan (Exhibits A1 and A2) and Budget (Exhibit B).

The goal of this LOT Grant Program is to fund projects that significantly increase tourism visibility and vitality 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. **Grant Award.** Grantee shall be awarded no more than 50% of the total PEI's budget. Grantee must use a minimum of 25% of the grant award, but not more than 50%, for qualifying marketing expenses to implement the LOT-approved Media Plan for the PEI. Reimbursement will only be allowed for eligible project expenses and qualifying marketing expenses as these terms are defined in the LOT Grant Application and Guidelines. Qualifying marketing expenses include the actual placement costs of media, but not associated ad creation or media production expenses. Reimbursement will not exceed the total grant award. If a Grantee's PEI marketing

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efforts fall below the minimum requirement of 25% of the grant award, the Grantee may lose the PEI grant award in its entirety.

b. LOT as Official Sponsor. Reimbursement will only be allowed if the LOT has been acknowledged as an official sponsor of the PEI, as set forth herein and in the LOT Grant Application and Guidelines. Grantee must provide complimentary tickets and/or passes to events and activities should any fees be required for admission in a quantity necessary for all appropriate staff to represent Louisiana tourism and monitor the event to ensure compliance and for economic development purposes. Grantee shall contact the State regarding such access at least fourteen (14) days prior to date(s) of grant-funded activity when possible. The Louisiana Office of Tourism must be acknowledged as an official sponsor of the PEI, 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 PEI. 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.
- 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. PEI Advertisements. Prior to placing the media, the Grantee shall submit to the Contract Monitor for approval all creative artwork or broadcast scripts to ensure the qualifying of marketing and advertising materials that will be funded by the State through the Competitive Grant Program. The materials must include the official Louisiana Office of Tourism logo and/or verbiage, as applicable and as described above. Unapproved ads may not be eligible for reimbursement.

d. Changes to Agreement. If the Grantee wishes to propose any changes to its LOT-approved Media Plan, Business Plan, Budget or Scope of Work, the Grantee must submit such proposed changes to the State in writing for approval (email is acceptable), prior to implementing such changes. The Contract Monitor will contact the Grantee within seven (7) business days to

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notify as to whether the change has been accepted. Grantee shall not request an increase in the maximum amount of the Grant award. Any item submitted for reimbursement that is not listed in the Scope of Work, Business Plan, Media Plan, or Budget that has not been preapproved by the Contract Monitor will not be considered an eligible expense and may not be approved for payment. Any substantial change to this agreement will require 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 is a benefit to both the Grantee and State to ensure complete compliance with the grant intent. Grantee is required to submit a written notification to the Contract Monitor regarding any changes in the Grantee's contact information. Should 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 **ELEVEN THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$11,550.00)**. Travel and other expenses not specified in the terms of this agreement are not reimbursable. The Contract Monitor will ensure that all terms and conditions are met prior to authorizing any release of payment.

Payment is contingent upon the availability of funds that are appropriated by the Louisiana Legislature or may be accrued to the State from other sources. The grant amount shall be paid in accordance with the following requirements:

a. One Payment. Only one payment will be made under this Grant Agreement upon satisfactory completion of the PEI. The payment will be made on a reimbursement basis after the conclusion of the specified PEI activities. Grantee shall mail or hand deliver 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 and project expenses were actually incurred by the Grantee in compliance with the terms of the Grant Agreement, **due by December 11, 2011.**

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b. **Original Invoice.** Grantee shall submit to the State an original invoice in the amount that reflects qualifying project and marketing expenses actually incurred by the Grantee. Grantee shall not be reimbursed for more than 50% of the total PEI's budget, and must submit documentation that a minimum of 25% of the grant award, but not more than 50%, was used for qualifying marketing expenses to implement the LOT approved Media Plan for the PEI. The document submitted for payment must 1) contain the word "invoice", 2) must not exceed the maximum grant award amount, 3) must be submitted on Grantee's letterhead, 4) must reference the PEI, and 5) must be accompanied by supporting documentation for the qualifying project and marketing expenses as detailed in the Final Report (Exhibit C) . The original invoice may be mailed or delivered to the Contract Monitor.

c. **Final Report.** Upon completion of the PEI, the Grantee shall submit a **Final Report (Exhibit C)**. The Final Report (**Exhibit C**) may be mailed or delivered to the Contract Monitor.

The Final Report (**Exhibit C**) 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 actually incurred by the Grantee, along with media invoices and acceptable proof of implementation, documenting that a minimum of 25%, but not more than 50% of the grant award was used for qualifying marketing expenses.
- Reimbursement Documentation for Approved Project Expenses – Project vendor invoices or other supporting documentation that reflects qualifying project expenses actually incurred by the Grantee in compliance with the terms of the Grant Agreement.
- Final Report Summary

LOT reserves the right to require additional information, documentation, and/or added deliverables in order to verify compliance with the terms of the Grant Agreement.

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

d. Payment. The Contract Monitor shall review and verify the original invoice, Final Report (Exhibit C) 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 for full processing.

The State will reconcile the invoice to the supporting documentation and will reduce the payment in the event of any of the following : 1) the submission of non-qualifying marketing or project expenses; 2) circumstances where the State was not adequately acknowledged as a sponsor in accordance with the guidelines, 3) the documentation to support the expense is missing or inadequate, or 4) noncompliance with the terms of this agreement. The State will notify the Grantee of any inadequacies, deficiencies, and will provide 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 in accordance with the terms of 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.

d. Act 12 Clause. No funds appropriated under Act 12 of the 2011 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.

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 31-1801403.

4. Term of Grant Agreement

This Grant Agreement shall begin on July 1, 2011 and shall terminate on June 30, 2012.

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 PEI must be held in Louisiana between July 1, 2011 and June 30, 2012. The PEI is scheduled to be executed September 10, 2011. All approved qualifying project and marketing expenses must be incurred by June 30, 2012.

Grantee must submit to the Contractor Monitor an original invoice, a Final Report (**Exhibit C**), and all supporting documentation **due by December 11, 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 (email is acceptable) 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.

Except as provided in Section 1 (d), 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.

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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 payment will be issued to the Grantee.

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, 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 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.

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THUS DONE AND SIGNED AT Tuesday, Louisiana on the 20th day of October, 2011.

WITNESSES:

Friends of the Delta Music Museum
Foundation, Inc.

Judith Bingham
Jean Smith

Rena Pitts
Rena Pitts
President
Phone: (318) 757-2320
Email: rpitts@bellsouth.net

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 12th day of October (month), 2011.

WITNESSES:

Department of Culture, Recreation, &
Tourism

Christy Galloway
Blaney Gray

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

Exhibit A1

Business Plan

Narrative

The Delta Music Festival 2011 is the tenth consecutive festival. This festival is presented as an all day, various genre, street festival with music and fun for the entire family. Many vendors set up in the street area offering food, beverage, arts and crafts, and children activities. There is live, on stage, musical entertainment throughout the day. The Delta Music Museum and the Secretary of State Office sponsors a Hall of Fame Induction Ceremony during the day's activities. A Louisiana Delta Region musical celebrity is chosen to be inducted into the Delta Music Museum Hall of Fame each year. The Festival offers an annual presentation to gather various ethnic and cultural groups around our geographical area along with visitors from the nearby state of Mississippi.

PEI Goals and Objectives

To make Louisiana's Cultural Economy the engine of economic and social rebirth. This rural area needs economic and social-cultural events to stimulate rebirth and the rebuilding of the fallen economic structure. To bring together diverse ethnic and cultural groups of participants within the community and area while entertaining and educating through the means of various genre of music in a celebration environment.

PEI Timeline

This cultural event, THE DELTA MUSIC FESTIVAL 2011, will be presented on Saturday, September 10th in Ferriday, Louisiana. This event is an all day street celebration. Preliminary planning and final strategic planning meetings were held by the Delta Music Festival Committee leading up to the event. This committee consists of a group of 21 volunteers who donate their time and effort each year (9 years) to bring quality entertainment and education to this cultural, annual event. The Delta Music Museum includes a Hall of Fame Induction Ceremony each year of a selected Delta Music Musician artist during the schedule of the Festival. The Friends of the Delta Music Museum Foundation, Inc. will present a post festival event in the Delta Music Museum's Arcade Theater, "LA Delta Country Music Opry," in Ferriday, LA during the evening hours of September 10.

PEI Measures of Performance

Measures of performance will be determined by the number of participants that have attended the festival. Attendance measures the effectiveness of the implementation of the media plan. Also, a distinct measurement will be the diversity shown of various ethnical and cultural groups in attendance.

Additional PEI Deliverables

All event advertising, including banner signage, radio, television, newspaper, fliers, etc. will include the approved LOT logo. We have accomplished this in our previous LOT Sponsorship Grant Awards through the previous years.

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Proof of Past Performance

The Friends of the Ferriday Delta Music Museum Foundation have been fortunate to present the Delta Music Festival for the previous nine years. Each year there has been positive proof of a measurable performance for this cultural event. Also, the Foundation has been fortunate to present a traveling Smithsonian exhibition for this area and community. The Foundation presents cultural events periodically in the Delta Music Museum's Arcade Theater.

Exhibit A2

Media Plan

Print Placement (Magazine, Newspaper)

Publication Name	Market (s)	Ad Size	Issue Date	Circulation No.	Budgeted Cost
LA. State Newspapers	Delhi Dispatch	3x5	9-1 & 9-8	Total of 3	475.00 total for 3
	Richland Beacon	3x5	9-1 & 9-8	5,400wkly	newspapers
	West Carroll Gaztte	3x5	8-30 & 9-7		
News Star World	N.E. LA	3x5	8-28 & 9-4	226,000 wkly	600.00
Town Talk	Central LA	3x5	8-24 & 9-4	111,000 wkly	400.00
Country Roads Mag.	East LA/W. MS		8-24	Monthly	510.00
Bluffs & Bayous MAG	East/Central LA W. MS	3/5	8-24	Monthly	300.00
Franklin Sun	North East LA, Mangham, Baskin, Winnsboro	3x5	8-24 -9-8	Weekly	300.00
Natchez Democrat	Central/West MS East LA	3x5	8-24 & 9-4	11,000 daily	400.00
Total					<u>\$2,985.00</u>

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Budgeted Cost
Sudden Lnk	Alexandria LA	30 sec	8/21-9/9	800.00
KAPB	Central LA	60 sec	8/21-9/9	200.00
KRRV	Central LA	30sec.	8/21-9/9	300.00
KJLO	N.E. LA (Monroe)	30 sec	8/21-9/9	300.00
KHLL	Monroe, LA	30 sec	9-3-9-10	300.00
KXKZ	Ruston, LA	30 sec	9-3-9-10	300.00
WNAT	Natchez, Brookhaven, Woodville, Jackson, McComb, MS	30 sec	9-3-9-10	325.00
WBKN	Brookhaven, MS	30 sec	9-6-9-10	300.00

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KMAR	East LA (Franklin, E&W Carroll Ouachita, Richland Parishes)	30 sec	9-9-9-10	200.00
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Total \$ 3025.00

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Exhibit B

PEI Budget

Name of Grantee: Friends of the Delta Music Museum Foundation, Inc.
Name of PEI: Delta Music Festival 2011

Anticipated Income or Revenue

<u>Sources of Revenue</u>	<u>Amounts</u>
Cash on hand	\$ 5,000.00
Admission/Ticket Sales	\$ 4,000.00
Vendors	\$ 500.00
Corporate Support (List Sources)	\$ 4,000.00
Delta Bank, Concordia Bank, Tensas Bank	
LOT grant	\$11,550.00
In-kind donations (Itemize)	
Town of Ferriday	\$1500.00
City of Vidalia	\$2600.00
Con Parish Sher.	\$1200.00
IN KIND TOTAL	\$5,300.00
Total Expected Revenue (not counting in kind)	\$25,050.00

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>LOT Grant (included in Total Amount)</u>
Staff salaries (2 days)	\$1000.00	
Travel (mileage and lodging traveling to 2 tv stations (early am)	\$400.00	
Production and Logistics Expenses -Shipping, Transportation (Bruce Video)	\$300.00	
Printing, etc. (Itemize)	\$500.00	
Insurance	\$650.00	
Misc. (hall of fame plaques	1,275.00	
(cover for the stage)	\$600.00	
(tents)	\$450.00	
(equipment rent	\$300.00	
Artist Fees – i.e. entertainment (Itemize)	\$6500.00	\$5,775.00
Headline Ent. Jason D. Williams	\$4,000.00	
Slow Ride Band	\$700.00	
Vince Hutchinson & Heavy Storm	\$1500.00	
Jake Schiele	\$300.00	
Porta Pots,	\$ 800.00	

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Misc. unexpected expenses	\$2,500.00	
Security Services	\$1,200.00	
Marketing and Advertising	\$6,610.00	\$5775.00
Other charges (Itemize)	\$1,150.00	
<u>2 Sound engineers @ \$300.00 1 sound engineer @ \$350.00=</u>		
<u>Master ceremonies (200.00)</u>		
Total anticipated expenditures	\$24235.00	\$11,550.00

Exhibit C

Louisiana Office of Tourism PEI Grant Final Report FY 11-12

SECTION I: Grantee Information

PEI Name _____
 PEI Date (s) _____
 Organization _____
 Grant Award Amount _____
 Primary Contact for PEI _____
 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 PEI. A minimum of 25% of the PEI grant award, but not more than 50%, must be used for qualifying marketing expenses as listed in the LOT Grant Guidelines. Qualifying marketing expenses include the actual placement costs of media, but not associated ad creative or media production expenses.

***List only qualifying marketing expenses eligible for reimbursement through the LOT Grant Guidelines.

Print Placement (Magazine, Newspaper)

Publication Name	Market (s)	Ad Size	Issue Date	Circulation No.	Actual Cost
Total					\$ _____

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Actual Cost
Total				\$ _____

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Actual Cost
Total				\$ _____

Online Placement (Website)

Web Site Name	Web Site Address	Target Description	Dates	Actual Cost
Total				\$ _____

Grand total spent on qualifying marketing expenses
 \$ _____

Section III: Reimbursement Documentation for Proof of Media Purchase

Note: All media must include the official Louisiana Office of Tourism logo to be eligible for reimbursement.

- - **Proof of Charge from Vendor:** Submit itemized media invoice reflecting date, description and dollar amount. If media is purchased from a third party (e.g. media buying house or advertising agency), Grantee must provide an invoice from the third