

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

**Project Enhancement Initiative (PEI) 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 the Town of Ferriday, 1116 Second Street, Ferriday, Louisiana 71334, Phone: (318) 757-8635 and Email: gmcglothlin@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 Ferriday Soul Survivors Festival ("Project" or "PEI") scheduled to be held May 28, 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 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 creative or media production expenses.

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 the LOT Grant Application and Guidelines. Grantee must provide the State access to the Project/Event for monitoring and economic

development purposes. The Louisiana Office of Tourism must be acknowledged as an official sponsor of the PEI, as follows:

- o 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>.
- o Grantee shall include a link from the official Louisiana Office of Tourism logo to the LOT's official tourism website www.LouisianaTravel.com.
- o 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.
- o 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 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 propose changes to 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, Business 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, Business 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 **TWO THOUSAND SEVEN HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$2,787.50)**.

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. There will be two payments made under this Grant Agreement. The grant amount shall be paid in accordance with the following requirements:

a. First Payment. The first payment to the Grantee shall be 50% of the grant award rendered upon finalization and execution of the Grant Agreement, including **Exhibits A1, A2 and B (e.g., LOT-Approved Business Plan, LOT-Approved Media Plan, and LOT-Approved Budget)**, any documentation of financial obligations and business commitments already undertaken by the Grantee relevant to the grant-funded aspects of the Project, a **Grant Payment Request Form (Exhibit C)**, and the State's receipt of an original invoice in the amount of 50% of the grant award. The invoice must contain the word "invoice," must reference the PEI, and must be submitted on Grantee's letterhead. The original invoice may be mailed or delivered to the Contract Monitor.

b. Final Payment. The final payment of the remaining 50% of the grant award shall be rendered after the completion of the project in accordance with the following:

- Grantee shall submit its typed **Final Report (Exhibit D)**. The PEI Final Report form can be downloaded from the 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 vendor 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 Project Expenses - Project vendor invoices that reflect qualifying project expenses actually incurred by the Grantee in compliance with the terms of the Grant Agreement.

- Final Report Summary
 - Grantee shall submit an original invoice to the State in an amount not to exceed the remaining 50% of the grant award. The invoice must contain the word “invoice,” must be submitted on Grantee’s letterhead, must reference the PEI, and must include documentation that supports the qualifying project and marketing expenses incurred by the Grantee up to the maximum amount of the Grant award. The original invoice may be mailed or delivered to the Contract Monitor.
 - Grantee shall submit a **Grant Payment Request Form (Exhibit C)**.

Grantee shall submit to the Contract Monitor a **Final Report (Exhibit D)**, an original invoice to the State, a **Grant Payment Request Form (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 June 30, 2011**.

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 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.

c. Payments. The Contract Monitor shall review and verify the invoices, reports and all supporting documentation for compliance with the Grant Agreement. Upon approval, Contract Monitor shall authorize the invoice for payment. Grant payments usually take 4 -6 weeks.

The State will reconcile the invoice to the supporting documentation. The State will adjust payments downward in the event the invoice includes a request for payment of expenses that are not qualifying marketing or project 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.

d. 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.

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 72-6000406.

4. Term of Grant Agreement

This Grant Agreement shall begin on November 1, 2010 and shall terminate on July 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 PEI must be held in Louisiana. The PEI is scheduled to be executed May 28, 2011. All approved qualifying project and marketing expenses must be incurred by June 30, 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,

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Grant #185

Grant Amount: **\$2,787.50**

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 Ferriday, Louisiana on the 27th day of
May, 2011.

WITNESSES:

Charles L. Linn
Cynthia Edillon

Town of Ferriday

Glen B. McGlothlin Jr.
Glen McGlothlin
Mayor
Phone: (318) 757-8635
Email: gmcglothlin@yahoo.com

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 19 day of May (month),
2011.

WITNESSES:

Reams Boney
[Signature]

Department of Culture, Recreation, & Tourism

[Signature]
James L. Hutchinson, Assistant Secretary
Office of Tourism

EXHIBIT A1
BUSINESS PLAN

Narrative

In the 1940 Mr. Will Haney opened Haney's Big House. This black juke joint became world famous for the music that came from the stage. B.B. King, Ray Charles, Solomon Burke, Irma Thomas and many more regularly stopped by to perform. It is said that a young Jerry Lee Lewis would sneak in the back door to hear all of these different music genres, Blues, Soul, Rhythm Blues and Boogie Woogie that created the Jerry Lewis rockabilly piano style. Jerry Lee had two double first cousins who also put Ferriday on the map, Mickey Gilley and Jimmy Swaggart.

Although Haney's Big House burned in 1966 the music of Ferriday continued with three record labels calling Ferriday home in the 1960's. Through the decades Ferriday has maintained a music centric community and in 2009 Ferriday was honored with a Mississippi Blues Trail Marker.

Soul Survivors honors these music connections and the African American contributions to music art and film.

It is with events like this that Mayor McGlothin is developing his vision for economic development, music tourism. All of his efforts for downtown development, economic development and increased sales tax are squarely focused on music tourism.

Ferriday Soul Survivors is an event in Ferriday, Louisiana, a town known for its music history and heritage. It celebrates African American contributions to music, art and film. The target audience is the Blues travelers and festival attendees. We are using methods that have proven extremely successful in Clarksdale, Mississippi one of the most known Blues attractions along the Blues Highway 61. We will market locally ourselves but will hire out the most effective marketing tools that will reach our target audience. Roger Stolle's Cathead newsletter offers the perfect forum for reaching that audience along with WROX Radio.

Ferriday Soul Survivors 2011 will be held May 28, 2011 at Rockabilly Plaza in downtown Ferriday, Louisiana from 12 noon until 7 p.m. This is a festival organized by Mayor Glen McGlothin as a music tourism event, music destination branding opportunity and for Ferriday to become further recognized as a must see music attraction in north Louisiana.

Project Purpose

The purpose of Soul Survivors is to bring music tourism to Ferriday. Specifically, blues and American roots music

Overall Goals and Objectives

The goals and objectives of Ferriday Soul Survivors are to further stamp Ferriday as a music tourism destination. Soul Survivors Festival is honor those who had a sound that shaped the sound of a generation and for generations to come, to use this heritage to attract year round music tourists from around the world trading off our Mississippi Blues Marker and the 4.5 million dollar tourism investment that the Mississippi Development Authority has put into the Blues Music Tourism infrastructure and to be a

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quality music event that in itself would attract tourist even without its connection to our vast music history.

Project Timeline

Event date is scheduled for May 28, 2011 from 12 p.m. to 7 p.m. We have determined the lineup for the event and are starting the process of locating funding and sponsors for the event.

Project Media Plan

Media Plan (Exhibit A2)

We will rely heavily from our internet presence, Ferridaysongfest.com, and driving people there for additional info on this event as well as future music tourism events in Ferriday. We will hire a professional marketer who will create a campaign for us, do a press release to over 4000 media outlets many of them geared towards Blues music, do email blasts, advertise on his email news letter that reaches 4000 additional people, his radio program on WROX blues station and mentions on XM satellite radio channel. There will be posters/fliers/print and extensive use of social networking.

Additional Project Deliverables

LOT logo will be on the official website of Ferriday music events, Ferriday songfest.com, print ads, fliers, posters, TV ads, schedule of events, handouts and verbally acknowledged on all radio promo. In addition it will be on all press releases going to over 4000 media outlets both foreign and domestic.

Tracking and Evaluation.

We will track hits on Ferriday songfest.com and use Google analytics. We will use Google search engine to track the effectiveness of the press releases and email blasts. We will give out numbered tickets for door prizes, tee shirts/posters, in order to get an accurate head count. We will look at the presence of Blues historians, professional photographers, travel writers and any articles written about Soul Survivors after the fact

We will measure performance by checking with the hotels for occupancy, total attendance as judged head count and capturing data to add to the data base used to promote music in Ferriday

Proof of Past Performance

The first Soul Survivors proved successful in terms of people attending and the press it received around the world on Blues websites and in Blues Matters magazine, a London based publication.

EXHIBIT A2

MEDIA PLAN

Print Placement (Magazine, Newspaper)

Publication Name	Audience Reach	Ad Size/ Color	Issue Date	Circulation No.	Budgeted Cost
Country Roads	LA & MS	1/2 pg. color	May	30K- 75K	\$980.00
Natchez Democrat	Natchez, Vidalia, Ferriday, Jonesville, Fayette, Meadville, Washington, Woodville	2 columns X 3inches	May 22 & 27	10,000	188.70

Total **\$1,168.70**

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Budgeted Cost
WROX Radio	Local Clarksdale broadcast and international web streaming	music program sponsorship (minimum two 30-second tags per show)	April/May	\$250.00

Total **\$250**

Online Placement (Website)

Web Site Name	Web Site Address	Dates	Budgeted Cost
CATHEAD.BIZ	CATHEAD.BIZ	April/May	\$500.00

Total **\$500**

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**EXHIBIT B
 BUDGET**

Name of Grantee: Town of Ferriday

Name of PEI: Ferriday Soul Survivors

<u>Sources of Revenue</u>	<u>Amounts</u>	
TOWN of Ferriday	\$2,112.69	
Entergy	\$500.00	
Fundraising	\$600.00	
Ater Warehouse	\$250.00	
LOT grant	\$2,787.50	
Total Expected Revenue	\$6,250.19	

<u>Expense Categories</u>	<u>Total amount</u>	<u>LOT Grant</u>
Artist Fees – i.e. entertainment (Itemize)	\$2,000.00	\$2,000.00
YZ Ealey Band	\$500.00	
Hezekiah Early & Lil Poochie	\$500.00	
Jimmy Anderson & Band	\$500.00	
Gray Montgomery/Elmo Williams	\$500.00	
Sound System Engineer	\$350.00	
Marketing and Advertising		
Eligible Marketing Expenses	\$1,918.70	\$787.50
WROX Radio Clarksdale	\$500.00	
Cathead.Biz	\$250.00	
Country Roads Ad	\$980.00	
Natchez Democrat	\$188.70	
Concordia Sentinel	\$273.25	
Fliers	\$325.00	
Banners	\$240.34	
Artwork	\$500.00	
Website	\$200.00	
Artist Gifts 6@\$35	\$210.00	
Total anticipated expenditures	\$6,017.29	\$2,787.50

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EXHIBIT C

Grant Amount: \$2,787.50

GRANT PAYMENT REQUEST FORM

GRANT PERIOD: January 1, 2011 --June 30, 2011

PAYMENT REQUEST: First or Second Payment (Circle one)

APPROVED BUDGET CATEGORIES	TOTAL BUDGETED	1 st Payment	2 nd Payment	BALANCE REMAINING
Total PEI Expenses (Funded through the LOT Grant) – Artist Fees	\$2,000.00			
Total Qualifying Marketing Expenses (Funded through the LOT Grant)	\$787.50			
TOTAL GRANT AWARD	\$2,787.50	\$1,393.75		\$1,393.75

I certify that this document represents actual costs associated with this referenced PEI. All expenses represented here are directly associated with the PEI and are within the PEI period and terms of the agreement. Farther documentation for cost and/or services is available and will be provided upon the State's request. Our organization is fully aware that we must comply with the terms of the agreement and we agree to maintain records in regards for a minimum of three years for Louisiana State auditing purposes.

 Signature of PEI Representative (Date)

 Signature of Fiscal Representative (Date)

Postage for Direct Mail

Direct Mail Piece	Target Audience/Mailing List Group	Quantity	Dates	Actual Cost
Total				\$ _____

Grand total spent on qualifying marketing expenses
 \$ _____

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: Reimbursement Documentation for PEI Expenses

Grantee shall submit project vendor invoices reflecting date, description of project expenses and dollar amount

Section V: Final Report Summary

- A 1–2 page typed detailed summary on the outcome of the PEI taking into consideration the goals, objectives and measurable outcome regarding the impact that the PEI 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 PEI.
 - 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, programs, etc.
 - 6) **Profitability of the PEI**