

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

Marketing 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 City of New Roads, 211 W. Main Street, New Roads, LA 70760, Phone: 225-638-5360 ext. 207 and Email: lynette@cityofnewroads.net (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 New Roads Fall Harvest Festival ("Event") scheduled to be held October 28-30, 2011 in New Roads, 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 Marketing Grant Program is to fund activities 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. Qualifying Marketing Expenses. Upon completion of the Event, the Grantee may request reimbursement of up to 50% of the actual incurred cost for qualifying marketing expenses (as defined in the LOT Grant Application Guidelines) associated with implementing the LOT-approved Marketing and Media Plans for the Event. Qualifying marketing expenses include the actual placement costs of media; however, does not include the costs associated with ad creation or media production. Reimbursement shall not exceed the total grant award, and State funds from

any other source may not be applied towards the mandatory cash match to be provided by the Contractor.

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 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 Event, 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 Event. 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. Event 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, Marketing Plan, Budget or Scope of Work, the Grantee must submit such proposed changes to the State in writing for approval (email is acceptable), in advance, prior to

implementing such changes. The Contract Monitor will contact the Grantee within seven (7) business days to 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 that is submitted to the State for reimbursement, and is not listed in the Scope of Work, Marketing 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 the 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 **FIVE THOUSAND 00/100 DOLLARS (\$5,000.00)**. Travel and other expenses not specified in the terms of this agreement are not reimbursable. The Contact Monitor will ensure that all terms and conditions are met prior to authorizing the release of payment.

Payment is contingent upon the availability of funds appropriated 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 Event. Payment will be made on a reimbursement basis for incurred expenses as specified within this agreement and the Grant application guidelines. 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 were actually incurred by the Grantee in compliance with the terms of the Grant Agreement, **due by January 6, 2012**.

b. Original Invoice. The original invoice to the State shall be in the amount that reflects 50% of the qualifying marketing expenses actually incurred by the Grantee up to the maximum amount of the Grant award. The document submitted as invoice for reimbursement must contain 1) the word “invoice,” 2) must not exceed the total grant award 3) must be submitted on Grantee’s letterhead, 4) must reference the Event, and 4) must be accompanied by supporting documentation for qualifying marketing expenses for actual incurred cost 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 Event, 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 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 of qualifying marketing expenses actually incurred by the Grantee. List all media types under the appropriate category.
- Support documentation for Media Buys/Proof of Media Purchases – Media invoices and acceptable proof of implementation
- Final Report Summary

LOT reserves the right to require additional information, documentation and/or added deliverables in order to adequately 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 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 request reflects payment for non-qualifying expenses associated with marketing activities, 2) the State has not been acknowledged as a sponsor in accordance with the terms of the guidelines, 3) inadequate supporting documentation for expenses, or 4) noncompliance with the terms of this agreement. The State will notify the Grantee of any inadequacies or deficiencies and will provide 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.

e. Act 12 Clause. Grantee is informed that 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 Grantee executes this agreement and submits to 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. LOT shall submit this 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 72-6001009.

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 Event must be held in Louisiana between July 1, 2011 and June 30, 2012. The Event is scheduled to be held October 28-30, 2011. All approved qualifying 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 January 6, 2012**.

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.

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 payment 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

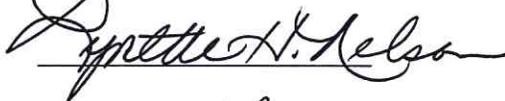
The Grantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's 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.

City of New Roads
Event: New Roads Fall Harvest Festival
Grant # 540

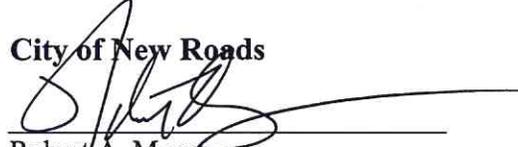
Grant Amount: \$5,000.00

THIS DONE AND SIGNED AT NEW ROADS, Louisiana on the 15 day of
SEPTEMBER, 2011.

WITNESSES:

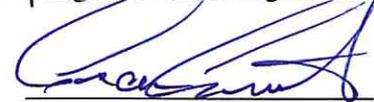

Cecilia Bellazeri

City of New Roads


Robert A. Myer
Mayor
Phone: (225) 638-5363
Email: rmyer@cityofnewroads.net

THIS DONE AND SIGNED AT Baton Rouge, Louisiana on the 27th day of August,
2011.

WITNESSES:

Department of Culture, Recreation, &
Tourism


James L. Hutchinson, Assistant Secretary
Office of Tourism

Exhibit A 1

Marketing Plan

Event Description

The New Roads Harvest Festival will bring families together to celebrate the rich cultural tradition of the people of New Roads. We will offer a fun filled weekend of reliving the area's heritage with plenty of delicious southern food, entertainment, arts and crafts, music and children's activities October 28 through October 30. Being the first harvest festival of New Roads, we hope to begin a tradition that will bring people of Louisiana and surrounding areas to a place that reminds them of a home away from home. Small in population but robust in distinctiveness, New Roads can offer an experience to visiting families that will leave them with a great impression about the state of Louisiana as a whole. The New Roads Harvest Festival will deliciously exhibit the many products that are home grown in the town.

The festival will be a living reminder for us never to forget where we come from, to always appreciate and respect our past, and most of all to continue our legacy in keeping the rich culture alive.

Goals and Objectives

- To strengthen the community and citizens of New Roads
- To recognize and salute the rich past of the town
- To encourage tourists all over Louisiana and beyond to visit
- To brand New Roads as an inviting cultural canvas
- To build and foster new annual traditions in the community
- To honor and showcase the creativity, hard work, and pride of our citizens
- To display the many products originated from the great town of New Roads
- To allow families to experience the rich tradition of Creole Louisiana culture through music, fun and food.

Target Audience(s)

The target audience will consist of families of all demographics mainly targeting Louisiana and Mississippi.

Additional Deliverables

If awarded, all print media associated with this event will include the LouisianaTravel.com logo.

City of New Roads
Event: New Roads Fall Harvest Festival
Grant # 540

Grant Amount: \$5,000.00

Performance Measures

With an estimated attendance of 25,000 people, we plan to measure the event's attendance and the achievement of objectives by using manual counters at all entrances as well as perform a voluntary online survey to evaluate the overall experience of our guests.

Exhibit A2

Media Plan

Print Placement (Magazine, Newspaper)

Publication Name	Market (s)	Ad Size	Issue Date	Circulation No.	Budgeted Cost	50% request of LOT
Country Roads Magazine	Capital Region, Southwest Mississippi, Northshore	Full page	October	30,000	2250.00	1125.00
Riverside Reader	Pointe Coupee, W. Baton Rouge, Iberville Parish	2 x 2	October 3, October 10, October 17 and October 24	75,000	900.00	450.00
Marksville Weekly News	Avoyelles	2 x 2	October 7, October 21 and October 28	16,575	1175.52	587.76
Times Picayune Lagniappe Magazine	Orleans, St. Tammany, Jefferson, St. Bernard	2 x 2	October 7, October 14 and October 21	171,000 paid subscribers	966.66	483.33
The Advocate - Sunday Edition	Baton Rouge, Acadiana, Ascension, Tangipahoa, Livingston	2 x 3	October 23	116,432	435.50	217.75
The Advocate Fun Section - Friday Edition	Baton Rouge, Acadiana, Ascension, Tangipahoa, Livingston	Full Page	October 28	93,185	2762.10	1381.05
The Advocate Fun Section - Friday Edition	Baton Rouge, Acadiana, Ascension, Tangipahoa, Livingston	2 x 2	October 14, October 21	93,185	558.00	279.00
City Social Magazine	Baton Rouge, Hammond, Mandeville, Southeast Region of LA	Full page	October	20,000	1100.00	\$476.11

Totals **\$10,147.78** **\$5,000.00**

City of New Roads
 Event: New Roads Fall Harvest Festival
 Grant # 540

Grant Amount: \$5,000.00

Exhibit B

Budget

Name of Grantee: City of New Roads

Name of Event: New Roads Fall Harvest Festival

<u>Sources of Revenue</u>	<u>Amounts</u>
Cash on hand	\$15,000.00
Vendors - Food (Booth rentals @ 10% per booth)	\$5,000.00
Vendors - Arts & Crafts (Booth rentals \$100.00 @ 50)	\$5,000.00
Other Earned Income (Carnival/Amusements Rides)	\$7,500.00
Corporate Support - (Coca Cola, NRG, Paragon Casino, Hollywood Casino, Wal Mart, The Advocate, Budweiser, All State Ins., BP Amoco, Guaranty Bank, State Bank, Regions Bank, Peoples Bank, Cottonport Bank, Maggio Oldsmobile, New Roads Motor, Professional Engineer Consultants)	\$55,000.00
LOT grant	\$5,000.00
Total Expected Revenue	\$92,500.00

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>
Printing, postage, etc. (Flyers, Brochures, Tickets, Posters, Signs)	\$8500.00
Insurance	\$2500.00
Artist Fees – i.e. entertainment	\$40,000.00
Security Services	\$25,000.00
Marketing and Advertising Print Placement	\$10,000.00
Other Charges (Port-a-lets), Tents	\$6500.00
Total Anticipated Expenses	\$92,500.00

Exhibit C

Louisiana Office of Tourism Marketing Grant

Final Report Form FY 11-12

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. 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
Totals					\$ _____	\$ _____

Broadcast Placement (Radio/Television)

City of New Roads
 Event: New Roads Fall Harvest Festival
 Grant # 540

Grant Amount: \$5,000.00

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

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Actual Cost	50% request of LOT
Totals				\$ _____	\$ _____

Online Placement (Website)

Web Site Name	Web Site Address	Target / Reach	Dates	Actual Cost	50% request of LOT
Totals				\$ _____	\$ _____

Grand total spent on qualifying marketing expenses
 \$ _____

Requested amount to be reimbursed (50%) of qualifying marketing expenses, not to exceed grant award \$ _____

LOT STAFF USE ONLY

LOT Approved Reimbursement Amount \$ _____

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 party agent **and** an invoice from the media outlet from whom the media was purchased (e.g. Southern Living, USA Today, etc.)
- **Proof of implementation:** Submit proof that activity was performed. Documentation can include any of the following:
 - Original ad placement tear sheets for print advertisements
 - Broadcast log reports indicating actual broadcast times and dates
 - Screenshots for online banner advertisements
 - Billboard photographs showing content
 - 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) **Measurements of Performance**- include but are not limited to the following: estimated attendance, 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.
 - 3) **Local/State/Regional Economic Impact**
 - 4) **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.
 - 5) **Profitability of the Event**

The final report summary should include all five (5) headings mentioned above.