

**Office of Lt. Governor/
Department of Culture, Recreation & Tourism
Funding Agreement Checklist**

Agency/Program: Office of Tourism

Recipient: City of New Roads

- Indicate:**
- Cooperative Endeavor
 - Professional Services Contract
 - Personal Services Contract
 - Consulting Services Contract
 - Social Services Contract
 - Grant: Indicate Specific Program Competitive Grant Program
 - Line Item Appropriation
 - Letter of Agreement

- | Yes | No | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include budget worksheet? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include anticipated uses? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include estimated duration of the project? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include goals, objectives, and measures of performance? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement indicate requirement of written progress report every six (6) months? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been approved by the appointing authority? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor? |

Signatures: *Judy K. Hall*
Contract Monitor

6 Sep 12
Date

Kyle Edmund 7/17/12
Appointing Authority

Date

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

**Competitive Grant Program
FY 2012-2013**

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 City of New Roads, 211 W. Main St., New Roads, LA 70760, phone: 225.638.5360, email: rmyer@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

The goal of the LOT Competitive Grant Program is to fund activities that significantly increase tourism travel to 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; (2) to strengthen Louisiana's tourism partnerships and alliances to support Louisiana's tourism industry as a whole; and (3) to increase visitation, length of stay and tourism expenditures in Louisiana.

a. Event Marketing. In accordance with the LOT's stated goals, the Grantee hereby agrees to market the New Roads Harvest Festival ("Event") scheduled to be held October 19-21, 2012, in New Roads, LA as set forth in its LOT-approved Marketing Plan and Media Plan (Exhibits A1 and A2) and Budget (Exhibit B).

b. Qualifying Marketing Expenses. Upon completion of the Event, the Grantee may request reimbursement of up to 50% of the costs actually incurred 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. State funds from any other source may not be applied towards the mandatory cash match to be provided by the Grantee.

c. Event Advertisements. Prior to placing the media, the Grantee shall submit to the Contract Monitor for approval all creative artwork and broadcast scripts to ensure the eligibility of marketing and advertising materials and expenses 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 marketing and advertising materials and expenses may not be eligible for reimbursement.

d. 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.
- 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.
- 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."*

e. 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 expense 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 may not be considered an eligible expense. Only eligible expenses will be approved for reimbursement. Any substantial change to this Agreement will require a written amendment, executed by all parties, as set forth herein.

f. 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 lapse without contact, the State may initiate the process of revoking this Grant.

2. Payment Terms

Grantee: City of New Roads
Event: New Roads Harvest Festival
Grant # 610

Grant Amount: \$3,750.00

In consideration of the work described above, the State hereby agrees to pay Grantee a maximum sum of **THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/00 CENTS** (\$3,750.00). Travel and other expenses not specified in the terms of this Agreement are not reimbursable.

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 this Agreement, 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 the Grantee 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. Upon approval, Contract Monitor shall authorize the invoice for payment. Reimbursement usually takes 4 -6 weeks from the date of the Contract Monitor's receipt of the invoice.

The Grantee shall be liable for all grant funds not used in accordance with the terms and conditions of this Agreement. 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 set by 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.

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. It is anticipated that there will be a single payment made under this Grant Agreement. No payment shall be made until after the Event. Payment will be made on a reimbursement basis for qualifying marketing expenses actually incurred by the Grantee as specified within this Agreement and in accordance with the Grant program guidelines.

b. Original Invoice. Grantee shall deliver to the State's Contract Monitor an original invoice, a Final Report (**Exhibit C**) by December 21, 2012, 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 Agreement. 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 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).

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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 also 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 (Exhibit C) 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 qualifying marketing expenses actually incurred by the Grantee are eligible for the 50% reimbursement.

d. Act 13 Clause. Grantee is informed that no funds appropriated under Act 13 of the 2012 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 the 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 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 11, 2012 and shall terminate on January 15, 2013.

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

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.

5. Amendments in Writing

Except as provided in Section 1 (e), 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 and/or the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all accounts of Grantee that are related to this grant.

Any quasi public agency or body as defined in La. R.S. 24:513 A (1)(b) shall designate an individual who shall be responsible for filing annual financial reports with the Legislative Auditor and shall notify the Legislative Auditor of the name and address of the person so designated (La. R.S. 24:513 H (2)(a)).

11. 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.

12. Non-assignability

The Grantee shall not assign any interest in this Agreement 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.

13. 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

Grantee: City of New Roads
Event: New Roads Harvest Festival
Grant # 610

Grant Amount: \$3,750.00

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.

THUS DONE AND SIGNED AT New Roads, Louisiana on the 23rd day of JULY, 2012.

WITNESSES:





Robert A. Myer, Mayor
City of New Roads

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 17 day of July, 2012.

WITNESSES:




**Department of Culture, Recreation, &
Tourism**

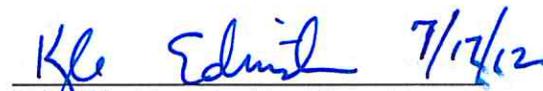
 7/17/12
Kyle Edmiston, Assistant Secretary
Office of Tourism

Exhibit A 1
Marketing plan New Roads Harvest Festival

Event Description

The goal of the 1st Annual New Roads Harvest Festival was to bring families together to celebrate the rich cultural tradition of the people of New Roads. The three day event was a resounding success and plans are now underway for the 2nd Annual New Roads Harvest Festival. Once again, we will offer a fun filled weekend of reliving the area's heritage with plenty of delicious southern food, local and national entertainment, arts and crafts, music and children's activities October 19 through October 21, 2012.

Small in population but robust in distinctiveness, New Roads offered an experience to locals and visitors from across the state and country that left them with a great impression about the state of Louisiana as a whole. The New Roads Harvest Festival exhibited the many products that are home grown in the town.

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 foster 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 - *Any element of visibility or opportunity for LOT to leverage its support of this project. (For example: Event signage with the LouisianaTravel.com logo recognizing LOT for the grant award.)*

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

Performance Measures - *Specific, quantifiable tracking and evaluation measures for event. Describe plan to measure achievement of objectives.*

An estimated 25,000 people attended the 2011 festival. We will measure this year's event 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.

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Exhibit A2

Print Placement (Magazine, Newspaper)

Publication Name	Market(s)	Ad Size	Issue Date	Circulation Number	Actual Cost	LOT 50% Match
Country Roads Magazine	Capital Region, Southwest Mississippi, Northshore	Full page	October	30,000	1380.00	690.00
Riverside Reader	Pointe Coupee, W. Baton Rouge, Iberville Parish	1/2 Page	October 15	75,000	725.00	362.50
Marksville Weekly News	Avoyelles	3 x 10.75	October 14	16,575	395.00	197.50
DIG	Baton Rouge	1/2 Page	October 10	171,000 paid subscribers	1100.00	550.00
The Advocate Fun Section – Friday Edition	Baton Rouge, Acadiana, Ascension, Tangipahoa, Livingston	1/2 Page	October 19	93,185	1900.00	950.00
Totals:					\$5,500.00	\$2,750.00

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Market Area	Spot length/ Frequency	Broadcast Dates	Actual Cost	LOT 50% Match
Q106.5	E. Baton Rouge, West Baton Rouge, Ascension, Livingston, West Feliciana, East Feliciana, Avoyelles	15 min, 30 min. and 60 minutes	October 18 – 20	2000.00	1000.00
Totals:				\$2,000.00	\$1,000.00

Grantees Grand Total	\$7,500.00
LOT 50% Match Grant Total	\$3,750.00

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**Exhibit B
 Event Budget**

Grantee: City of New Roads
 Event: New Roads Harvest Festival

<u>Sources of Revenue</u>	<u>Amounts</u>
Cash on hand	\$29,500.00
Vendors - Food (Booth rentals @ 10% per booth)	\$10,000.00
Vendors - Arts & Crafts (Booth rentals \$100.00 @ 200)	\$20,000.00
Other Earned Income (Carnival/Amusements Rides)	\$12,000.00
Corporate Support - (Alma Plantation, 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)	\$80,000.00
LOT grant	\$ 7,500.00
Total Expected Revenue	\$159,000.00

Anticipated Expenses

<u>Expense Categories</u> <u>Amount)</u>	<u>Total</u> <u>Amount</u>	<u>LOT Grant</u> <u>(included in Total</u>
Printing, postage, etc. (Flyers, Brochures, Tickets, Posters, Signs, Programs)	\$10,000.00	
Insurance	\$ 3,500.00	
Artist Fees – i.e. entertainment	\$80,000.00	
Security Services	\$24,000.00	
Marketing and Advertising Print Placement	\$17,500.00	
Other Charges (Rentals of Port-a-lets, Tents, Stages, Risers, Amplifiers, Lighting)	\$24,000.00	
Total Anticipated Expenses	\$159,000.00	

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Exhibit C

**Louisiana Office of Tourism Marketing Grant
 Final Report Form FY 12-13**

SECTION I: Grantee Information

Name of Event	
Event Date	
Organization	
Grant Amount	
Primary Contact (POC)	
POC - Phone Number	
POC - 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.

****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 Number	Actual Cost	LOT 50% Match
Totals:					\$	\$

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Market Area	Spot length/ Frequency	Broadcast Dates	Actual Cost	LOT 50% Match
Totals:				\$	\$

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Actual Cost	LOT 50% Match
Totals:				\$	\$

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Online Placement (Website)

Website Name and Address Ex: the Advocate / www.theadvocate.com	Target / Reach	Dates	Actual Cost	LOT 50% Match
Totals:			\$	\$

Grantees Grand Total \$

LOT 50% Match Grant Total \$

(LOT Staff 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) **Economic Impact** - Provide information and/or statistics regarding the Economic

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Impact on the region (local and state.)

- 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.

