

DCRT-OT-11-04
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**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

INTERAGENCY AGREEMENT

Be it known, that on the dates hereinafter written, the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "Department," and the Louisiana State University and Agricultural and Mechanical College, 202 Himes Hall, Baton Rouge, Louisiana 70803, hereinafter referred to as "Contractor," do hereby enter into this agreement under the following terms and conditions:

WITNESSETH:

WHEREAS, in accordance with La. R.S. 51:1254, the Office of Tourism was established to be responsible for the design, plan, development and implementation of the effective and accurate promotion of Louisiana's history, culture, art, folklife, recreational and leisure opportunities, natural and science resources, transportation, cuisine, sites, attractions, accommodations, and events, and is encouraged to assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La. R. S. 51:1255, the Office of Tourism is also mandated to make and enter into contacts to provide the office with stipulated services for promotions, advertising, publicity, research, marketing or evaluation; and

WHEREAS, the Department wishes to obtain the services of a public university to provide assistance in producing a Tourism Satellite Account (TSA) report for 2009 to include a summary of key findings of previous TSA reports in each; and

WHEREAS, a Travel and Tourism Satellite Account uses a set of analytical data to track "accounts" for tourism that represent an assessment of the contribution of the tourism industry to the economy in a way that is comparable to other industries at a fine level of detail. A Travel and Tourism Satellite Account is the internationally recognized system for measuring the contribution of tourism to an economy; and

WHEREAS, the Department will use the findings from the Travel and Tourism Satellite Account reports as a guide for improving the Department's effectiveness in the development and implementation of programs that are intended to increase tourism impact to include promotions, advertising, and publicity efforts in the state of Louisiana.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for the aforementioned public purpose of conducting tourism research to assess the impact and needs for the Department of Culture, Recreation and Tourism of the state of Louisiana, the parties hereto agree to the following services and conditions.

Scope of Services

As provided herein and in greater detail in Exhibit A, which is by this reference incorporated herein, Contractor hereby agrees to furnish the following services:

- 1) Contractor shall produce a **Preliminary** and **Final** 2009 Louisiana Tourism Satellite Account report for the Department using data gathered from various Department sources, as well as other state and federal agencies. Contractor will also provide an executive summary of key findings from previous TSAs. The 2009 TSA will be similar in content to the 2004-2008 TSAs prepared for the Department in 2005-2009 by the Contractor. The 2009 TSA will also include year-to-year comparisons with the previous TSAs prepared by the Contractor. The preliminary report on the 2009 TSA will be delivered by September 30, 2010.
- 2) State will review the information found in the preliminary report and provide input regarding revisions and/or edits. Contractor will provide revisions and verify all information to compile a Final 2009 Louisiana Satellite Report. The 2009 TSA final report will be delivered by March 31, 2011.

A copy of draft preliminary report will be forwarded to the Department for review, input and approval. Upon review and approval of draft preliminary report, the Contractor will submit five copies of the final report and an electronic file in Microsoft Word.

- 3) Contractor will include the following content in the final 2009 TSA Report: travel and tourism expenditures including visitor spending, investment spending, and government spending; sector employment numbers; value-added data; indirect and induced impacts; and tax impacts.

Payment Terms

In consideration of the services described above, the Department hereby agrees to pay to Contractor up to a maximum amount of **Forty Two Thousand Four Hundred Thirty Two Dollars (\$42,432.00)**. Travel and other reimbursable expenses constitute part of the total maximum payable and will not be paid or reimbursed separately. Payment will be made only upon approval of Melody Alijani, Contract Monitor, her supervisor, designee or successor.

If progress and/or completion to the reasonable satisfaction of the Department are obtained, payments are scheduled as follows:

The **first payment** not to exceed **TWENTY THOUSAND DOLLARS & no/100 (\$20,000.00)** will be remitted to the Contractor upon receipt of the **Preliminary 2009 TSA Report** and an original invoice from the Contractor noting the services provided. All services described in the preliminary report will be verified complete in accordance with the terms of the Scope of Services, by the Department's Contract

Monitor, prior to authorizing the release of the payment. **Preliminary 2009 TSA report must be submitted not later than September 30, 2010.**

The **final payment** of the remaining balance of **TWENTY TWO THOUSAND FOUR HUNDRED THIRTY TWO & no/100 (\$22,432.00)** will be remitted upon receipt of the **Final 2009 TSA Report** and an original invoice noting that all services have been performed in accordance with the terms. All information found in the Final Report will be verified complete by the State's Contract Monitor, prior authorizing release of the final payment.

Termination for Cause

The Department may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the agreement; provided that the Department shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor 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 Department may, at its option, place Contractor in default and the agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this agreement; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the Department to cure the defect.

Termination for Convenience

Either party may terminate the agreement at any time by giving thirty (30) days written notice to the other. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524-1526.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contractor's obligation and identified under 72-6000848.

Ownership and Publication Rights

For the purposes of this agreement, the definition of "Material" shall include all records, reports, documents, and data that in the broadest sense measure or describe the forecasts of travel and tourism on Louisiana's economy. For the purposes of this Agreement, Material delivered or transmitted by the Department to the Contractor which the

Department considers to be confidential shall be in writing, and shall be conspicuously marked "Confidential Information" or similar restrictive legends. Contractor shall use reasonable efforts not to disclose such Confidential Information to third parties, except when Material: (a) at the time of receipt is public knowledge, or later becomes public knowledge through no fault of Contractor, or (b) is shown by written records to have been in the possession of Contractor prior to its disclosure; or (c) is received from a third party who neither directly nor indirectly obtained it from Department; or (d) is required to be disclosed by a court or government agency, or is reasonably believed to have significant implications for public health or public safety – provided in such a case that Department is given reasonable notice and opportunity to contest the disclosure. These confidentiality obligations shall continue until three years after the termination of the Agreement.

For the purposes of this agreement, the definition of "Intellectual Property" shall include only data handling or data presentation methodologies developed by the Contractor during the performance of the Scope of Services, whether or not patentable. While Material may have been used in the discovery or development of the data handling or data presentation methodologies, the definition of Intellectual Property shall not include methodologies or techniques that require the use of Material to be implemented.

All Material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this agreement. Copies of all Material related to this agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein be provided to the Department, upon request, at Contractor's expense, at termination or expiration of this agreement.

Ownership and title to any Intellectual Property shall reside with the Contractor. The Department shall, however, be entitled, upon request, to a non-exclusive, non-transferable royalty free license to any such Intellectual Property for governmental purposes.

Since the Contractor is a State university, the Department recognizes that university policy requires that the results of this project must be publishable, and agrees that faculty engaged in the project shall be permitted to present at professional meetings and to publish in journals, theses, or dissertations, or otherwise publish through means of their choosing, methods and results of the project; and that Contractor shall own the copyright in such scholarly works; provided, however, that such publication or disclosure does not include Material deemed confidential by the Department.

To avoid public disclosure of Material deemed confidential by Department, Contractor shall furnish the Department copies of any proposed publication or presentation at least sixty (60) days prior to submission of such proposed publication, presentation, or public disclosure to a journal, editor or other third party. Department shall notify Contractor in writing and prior to the expiration of this sixty-day period, whether such Materials

describe any material considered confidential by the Department. Upon receipt of notification of concerns from Department, Contractor shall make the necessary deletions or alterations of the Material to satisfy the concerns of the Department.

Contractor acknowledges that failure to provide such proposed publication or presentation materials at least sixty (60) days prior to an actual submission for publication or presentation is a material breach of this Agreement and that such breach could cause Department irreparable harm.

Assignment

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

Auditors

It is hereby agreed that 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 Contractor which relate to this agreement.

Amendments in Writing

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties, and approved by the Director of the Office of Contractual Review, Division of Administration.

Fiscal Funding

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, 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.

Indemnification Clause

Each party shall indemnify and hold harmless the other against any and all claims, demands, suits, and final judgments of sums of money for loss of life or injury or damage

to any person or property growing out of, resulting from or by reason of any negligent act or omission, or operation of work under this agreement, including agents, servants, or employees while engaged upon or in connection with the services being performed under this agreement.

Term of Agreement

This contract shall begin on July 30, 2010 and shall terminate on July 29, 2011. State reserves the option to extend this agreement for up to two additional years, not to exceed three years total, contingent upon budget approval, satisfactory service performance and the need for additional service requirements.

Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title 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 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 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the 6th day of August 2010.

WITNESSES:

Louisiana State University

Ryan R. Green
Rebecca Graham

Stephanie Kinsky for
James L. Bates, Executive Director of Sponsored Programs

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the 17th day of August, 2010.

WITNESSES:

Office of Tourism

Jeffrey T. Richard
James L. Hutchinson

James L. Hutchinson
James L. Hutchinson, Assistant Secretary

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the 18th day of August 2010.

WITNESSES:

Dept. of Culture, Recreation & Tourism

Amie B. Bo
Guilla D. Gerdner

Pam Breau
Pam Breau, Secretary

APPROVED
Office of the Governor
Office of Contractual Review

SEP 21 2010

Sandra G. Miller
DIRECTOR

Exhibit A

Contractor: Louisiana State University and Agricultural and Mechanical College

Agency: Office of Tourism

Contract Monitor: Melody Alijani

Purpose: The Contractor will assist the Department in developing a Tourism Satellite Account for 2009. Tourism Satellite Account (TSA) provides a comprehensive assessment of the role of tourism in an economy.

Goals and Objectives: The goal of this research will be to provide the Department with economic impact information and an executive summary of previous TSA results. The objectives of this project will be to produce a preliminary Tourism Satellite Account (TSA) for 2009 and an executive summary of previous TSA results.

Deliverables: Reports will be delivered to the Department for the preliminary 2009 TSA not later than September 30, 2010 and the 2009 TSA final report will be delivered to the State by March 31, 2011.

Performance Measures: Copy of draft report will be forwarded to the Department for review. Upon review and approval of the draft report, the Contractor will submit five copies and an electronic file in Microsoft Word of final report. The content of the report will be measured by the value of statistics, data and the overall analytical report findings as they relate to measuring the contribution of tourism to the Louisiana economy.

Monitoring Plan: Melody Alijani will serve as the Contract Monitor. Regular telephone contact will be maintained to ensure progress in making available all preliminary findings on a timely basis before the contract period is complete. Also, periodic meetings will be held between the Department and the Contractor to track the work progress on this project.

Contract monitor will also review and verify submitted invoices to ensure contractor is in compliance with agreement before authorizing payments.

Utility of the Final Product: The Department will use the findings from the final report as a guide for improving the Department's effectiveness and its impact on the citizens of the state of Louisiana in the area of tourism development.