

**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 scenic resources, transportation, cuisine, sites, attractions, accommodations, and events, and is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La. R. S. 51:1255(7), the Office of Tourism is authorized 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 **2010 Louisiana Tourism Satellite Account (TSA)** report to include a summary of key findings of previous TSA reports in each; and

WHEREAS, a Travel and Tourism Satellite Account uses analytical data to track "accounts" for tourism that represent a comprehensive assessment of the contribution of the tourism industry to the economy, showing comparisons to other industries using a finite 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 **2010 Louisiana Tourism Satellite Account (TSA)** report as a tool to guide in improving the Department's effectiveness in implementing programs that are intended to increase tourism impact on the economy through promotions, advertising, and other publicity efforts that are engaged in by 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:

Contractor shall:

- 1) Produce a **Preliminary and Final 2010 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 including key findings from previous TSAs. The 2010 TSA will also include year-to-year comparisons with the previous TSAs prepared by the Contractor.
- 2) Ensure the following is included as content in the final **2010 Louisiana TSA Report**: travel and tourism expenditures including visitor spending, investment spending, and government spending; as well as sector employment numbers; value-added data; indirect and induced impacts; and tax impacts.
- 3) Provide the Department with a draft copy of the **2010 Louisiana TSA Preliminary Report**, which shall be forward to the Department for review, input, edits, and approval prior to creating the final document. The **2010 TSA Preliminary Report** will be delivered by **October 31, 2011**.
- 4) Incorporate the Department's requested revisions, and then verify all data and/or information to create the **2010 Louisiana TSA Final Report**, which will be delivered to the State by **April 30, 2012**. Contractor will submit five copies of the final report and an electronic file in Microsoft Word.
- 5) Provide an oral presentation of preliminary data before a panel of tourism industry professionals at the Louisiana Travel and Tourism Summit on January 24-26, 2012 in Shreveport, LA. Conference hotel registration will be arranged and paid by the Louisiana Travel & Promotions Association (LTPA).

Department shall:

- 1) Provide the Contractor with the estimated Louisiana tourist spending by category for the preliminary draft and any other data of information that is required of the Department for the final TSA at least thirty (30) days prior to their respective delivery date.
- 2) Upon the Contractor's submission of **2010 Louisiana TSA Preliminary Report**, the Department will review all data and information to provide input, make recommendations, and/or request edits and/or revisions to be incorporated into the final document.

Payment Terms

In consideration of the services described above, the Department hereby agrees to pay to Contractor a fixed fee of **Forty Two Thousand Three Hundred Seventy Four Dollars (\$42,374.00)**. 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 Louisiana 2010 TSA Report** and an original invoice on organization letterhead from the Contractor noting the date, services provided and the amount of the request. All information provided in the preliminary report will be reviewed and verified as 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. The **Preliminary Louisiana 2010 TSA report must be submitted not later than October 31, 2011.**

The **final payment** of the remaining balance of **TWENTY TWO THOUSAND THREE HUNDRED SEVENTY FOUR & no/100 (\$22,374.00)** will be remitted upon receipt of the **Final Louisiana 2010 TSA Report** and an original invoice as described above noting the service that has been performed in accordance with the terms of the Scope of Services. The Contract Monitor will verify all information in the Final Report ensuring that all inclusions and revisions have been incorporated prior to authorizing the release of the final payment. The final document of the **Louisiana 2010 TSA Report must be submitted not later than April 30, 2012.**

The Department reserves the right to reconcile any payment request should any particular service not be performed in accordance with the terms of the agreement. Should this occur, the Contractor will be informed within 30 days of the receipt of the payment request and/or invoice.

Payment is also contingent upon the approval of this agreement in accordance with the applicable provisions of La. R.S. 39:1481 et seq. and the availability of funds.

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 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 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 Contractor which relate to this agreement.

Amendments in Writing

This agreement is not effective until it has been approved by the director of the Louisiana Division of Administration, Office of Contractual Review. 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.

Term of Agreement

This contract shall begin on September 1, 2011 and shall terminate on June 30, 2012.

Discrimination Clause

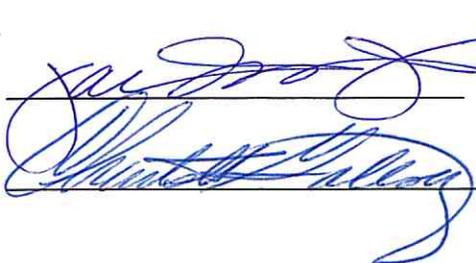
The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973,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

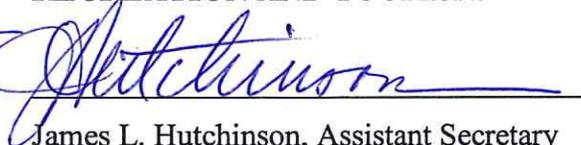
Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the 1st day of September, 2011.

WITNESSES:

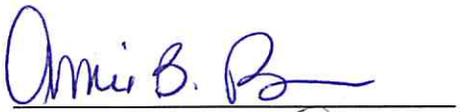
**DEPARTMENT OF CULTURE,
RECREATION AND TOURISM**

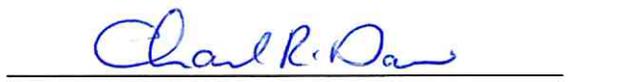



James L. Hutchinson, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the 6th day of September, 2011.

WITNESSES:

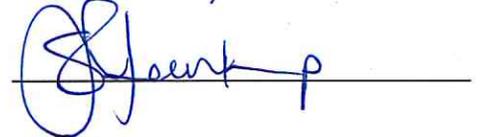




Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor,
Department of Culture, Recreation and Tourism

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the 20nd day of September, 2011.

WITNESSES:

**LOUISIANA STATE UNIVERSITY
A & M College**


Darya Courville, Executive Director
LSU, Sponsored Programs

Exhibit A

Contractor: Louisiana State University and Agricultural and Mechanical College
Agency: Louisiana Office of Tourism
Contract Monitor: Melody Alijani

Purpose: The Contractor will assist the Department by developing a 2010 Louisiana Tourism Satellite Account (TSA) report that provides a comprehensive assessment of the role of tourism in an economy.

Goals and Objectives: The goal in this research project is to provide the Department with an assessment of the role and effectiveness of tourism on the economy and to gather economic impact information and/or data to assess the needs of the Department of Culture, Recreation and Tourism and the Office of Tourism to improve the Department's effectiveness in tourism development to make a greater impact on the economy for the benefit of citizens.

Deliverables: Deliverables include all services listed in the Scope of Services including the producing and submission of a 2010 Louisiana TSA Preliminary Report submitted not later than October 31, 2011, a presentation of the report at the 2011 Louisiana Tourism Summit in January of 2012 and the 2010 Louisiana TSA Final Report to be delivered to the Department by April 30, 2012.

Performance Measures: The Contractor's performance will be measured by the ability of the Contractor to incorporate all components needed in the 2010 Louisiana TSA report as required in the Scope of Services. The content of the report will be reviewed and will be evaluated taking into consideration all information provided including the value of statistics, data and the overall analytical report of findings and the relevance of the information and how it can be utilized to accomplish the goals and objectives to increase tourism development and impact economic development for the benefit of citizens. Contractor's performance will also be evaluated by the willingness to cooperate with request for revisions, and inclusions in information.

Monitoring Plan: Melody Alijani will serve as the Department's Contract Monitor and will maintain regular email contact to ensure progress and to provide necessary information as requested to be utilized toward research efforts. The Contractor Monitor may also require periodic meetings between the Department and the Contractor to ensure that the goals and objectives are being achieved in accordance with the terms of the agreement.

The Contract Monitor will also review reports, data and invoices to ensure compliance before authorizing the release of any payment. A Performance Evaluation will also be completed and submitted to the DCRT, Office of Management and within 45 days of the completion of all services or the termination or expiration of this Agreement as per administrative requirements.

Utility of the Final Product: The Department will use the findings from the 2010 Louisiana Tourism Satellite Account report to assess the effectiveness of the Department's services and programs and will also use it as a tool to assist in improving the effectiveness of programs and

services, to include promotional activities involving advertising, program support, and other publicity efforts that impact Louisiana's economy and economic development activities.