

**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 University of New Orleans (UNO), Office of Research and Sponsored Programs, 2000 Lakeshore Drive, New Orleans, Louisiana 70148, hereinafter referred to as "UNO" or "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, the Louisiana Department of Culture, Recreation and Tourism wishes to obtain the services of the University of New Orleans, Office of Research and Sponsored Programs, a public university program, to update the existing Tourism Industry Forecast Indicators Reports for both the state of Louisiana and the New Orleans area for 2010-2014; and

WHEREAS, the UNO will collect current information pulled from a variety of resources on the tourism industry in Louisiana to compile a cohesive standardized data report designed to measure, analyze, evaluate and/or produce a comprehensive concluding document of circumstances and findings to be used to assist in keeping the public informed and to promote the Louisiana tourism industry.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for the aforementioned public purposes of conducting tourism research for the Department of Culture, Recreation and Tourism on 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 engage in data collection and research efforts to update the existing comprehensive Louisiana Tourism Industry Forecast Indicator Report for 2010-2014. The State and New Orleans area forecast report will be updated to provide the Department with the most current and accurate information to be disseminated for related policy and reporting.

The report shall include forecasts of the Louisiana's tourism trends as they relate to domestic visitors and domestic visitor spending, state taxes generated by domestic visitor spending, tourism industry employment, airport passenger enplanements, hotel taxes, hotel room nights sold, convention booking patterns, and other Louisiana visitor trends. The forecasts will also be based on the best available data, historical facts and multiple current tourism indicators, including primary data collections on plans to visit New Orleans and Louisiana, which is collected by the Department through other research. The forecast will be for the New Orleans metro region and for the state of Louisiana as a whole, taking into careful consideration the after effects of the Deepwater Horizon Oil Spill in the gulf of Mexico on the tourism industry overall.

Contractor shall provide the following services, in one Comprehensive Report:

- a) Update existing Tourism Industry Forecast Indicators Report for the state of Louisiana for 2010-2014;
 - b) Update existing Tourism Industry Forecast Indicators Report for the New Orleans area for 2010-2014;
 - c) Aggregate data, projections and statistical information to yield a Louisiana Tourism Forecast Projection Report for the years (2010-2014); and
 - d) Create a 2010 BP Gulf Oil Spill Impact Assessment with tourism forecast projections from May 2010 until June 2011 based on preliminary data to include information regarding the current status and potential industry trends based on current available data, ongoing research and analytical studies.
- 2) **Contractor will submit a preliminary Tourism Industry Forecast Indicator Report consisting of the above four reports for review no later than September 30, 2010.** Upon receipt, State will review the preliminary report for revisions and/or for the inclusion of additional information prior to the acceptance of final documents.
- 3) The final Louisiana Tourism Forecast Indicator Report shall be a compilation of the four separate reports to include 1) Tourism Forecast for New Orleans 2010-2014; 2) Forecast for the State of Louisiana 2010-2014; 3) Louisiana Tourism Forecast Projection Report, taking into consideration New Orleans and State combined; and 4) 2010 BP Gulf Oil Spill Impact Assessment to make up one Comprehensive Louisiana Tourism Forecast Indicator Report document. **Final Forecast Report will be submitted to the State no later than March 31, 2011, with an oral presentation before a panel of tourism industry professionals selected by the Department about or on April 15, 2011.**

Payment Terms

In consideration of the services described above, the Department hereby agrees to pay to Contractor a fixed fee of One Hundred Nine Thousand and Five Hundred Seven Dollars and Eighty-Six Cents (\$109,507.86). 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 or her designee.

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

The first payment of \$54,753.93 will be remitted upon receipt of the initial approved 2010-2014 preliminary forecast report as described above, due no later than **September 30, 2010**, and an original invoice from the Contractor, requesting payment, and noting the service that has been performed.

The remaining balance of \$54,753.93 will be remitted upon the State's receipt of the approved **Final Report** and satisfactory presentation of finding complete and approved by the State's Contract Monitor. Contractor shall also submit an original invoice noting the services performed in accordance with the Scope of Services. All services will be verified complete by the State's Contract Monitor, prior authorizing the release of the final payment. The Final Report and invoice shall be submitted no later than **April 30, 2011**.

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

The Department may terminate the Agreement at any time by giving thirty (30) days written notice to Contractor. 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 Federal tax identification number 72-0702000(33).

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.

Since the Contractor is a State of Louisiana 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 thirty-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.

Term of Agreement

This contract shall begin on **August 20, 2010** and shall terminate on **June 30, 2011**.

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 New Orleans, Louisiana on the 28th day of ~~August~~ ^{September}, 2010.

WITNESSES:

University of New Orleans

Sandra K. Francis
Deborah B. Dwyer

[Signature]
Dr. Timothy Ryan, Chancellor
Joe M. King for Interim Chancellor
John Lombardi

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 30th day of ~~August~~ ^{September}, 2010.

Office of Tourism

[Signature]
[Signature]

[Signature]
James L. Hutchinson, Assistant Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 4th day of ~~August~~ ^{October}, 2010.

Dept. of Culture, Recreation & Tourism

Carilla D. Weisman
[Signature]

[Signature]
Pam Breaux, Secretary

APPROVED
Office of the Governor
Office of Contractual Review

OCT 27 2010

[Signature]
DIRECTOR

Exhibit A

Contractor: University of New Orleans, Office of Research and Sponsored Programs

Agency: Louisiana Office of Tourism

Contract Monitor: Melody Alijani

Purpose: The Contractor shall update the existing Tourism Industry Forecast Indicators Report for both the state of Louisiana and the New Orleans area in for 2010-2014 and will also aggregate data to provide projections and statistical information to yield a Louisiana Tourism Forecast Projection Report for the years 2010-2014 to produce one comprehensive report. Based on preliminary data and current status reports, the Contractor will also create a 2010 BP Gulf Oil Spill Impact Assessment through ongoing research and analytical studies.

Goal and Objectives: The goal of this research will be to provide the Department with tourism forecasts through 2014. The objectives of this project will be to 1) update the existing Tourism Forecast Indicator Report for the New Orleans area (2010-2014); 2) update the existing Tourism Forecast Indicator Report for the state of Louisiana for 2010-2014; 3) aggregated data to yield a Comprehensive Louisiana Tourism Forecast Indicator Report for 2010-2014; and 4) a 2010 BP Gulf Oil Spill Impact Assessment based on preliminary data and ongoing research.

Deliverables: A preliminary projection report will be available for review by the Department on September 30, 2010. The final forecast report will be available for the Department on March 31, 2011 and will be presented by the Contractor on or about April 15, 2011. Copies of the draft report will be forwarded to the Department for review and revisions if necessary. Upon review, and approval of revisions to the draft report if necessary the Contractor will submit five color and bond copies of final report to the State.

Performance Measures: The content of the report will be measured by the usefulness and value of statistics, data, forecast information and the overall analytical report of findings as they relate to measuring the contribution of tourism to the Louisiana economy and improving the Department's effectiveness in increasing the economic impact of the tourism industry in Louisiana.

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.

Division of Business and Economic Research
 Update of Louisiana Tourism Forecast
 Louisiana Department of Culture, Recreation and Tourism
 August 20, 2010 - June 30, 2011

Principal Investigator: Janet F. Speyrer and John A. Williams

Project Title: Louisiana Tourism Satellite Account and Tourism Forecast

Agency: Louisiana Department of Culture, Recreation and Tourism

Budget Breakdown:	Budget Amount	UNO Cost-Share CASH ⁴		3rd Party Cost-Share In-kind	
		Amount	Source	Amount	Source
Salaried Employees - Regular Pay ¹ (Ex. Unclassified, PI, CoPI, Post Docs)	33,000.00				
Salaried Employees - Add'l Comp ¹	30,000.00				
Wage Employees - Regular Pay ¹ (Ex. Classified, Secretarial)					
Wage Employees - Overtime ¹					
Transient Emp - Regular Pay ¹					
Transient Emp - Overtime ¹					
Fringe Benefits ¹ 32%	20,160.00				
Graduate Student Employees					
Undergrad Student Employees					
Total Salaries & Benefits -	83,160.00				
Travel - Domestic	1,250.00				
Travel - International					
Operating Services - (Ex. maintenance, postage, long distance, printing, leases, etc.)					
Supplies (Ex. lab supplies, office supplies software, other expendables)	2,501.00				
Professional Services (Ex. consultants, subcontracts, honorarium) ⁵					
Other (Ex. stipends, registration fees, etc.)					
Total Direct Costs -	86,911.00				
Indirect Cost (F&A) ³ 26%	22,596.86				
Equipment / Capital Outlay					
Tuition (Graduate Student) ²					
Total Cost -	\$ 109,507.86	\$ -		\$ -	

1 - Assess fringe benefits on all salaries for UNO employees (FT & PT).

2 - Current State Tuition: Academic is \$3300, Fiscal is \$4250.

3 - Off campus rate is 26%, On campus rate is 44%, US Dept of Education is 8%, LA Board of Regents (BOR) is 25%.

The indirect rate should be applied to total direct costs, excluding (1) subcontracts in excess of \$25,000; (2) equipment; (3) stipends, except when applying to the BOR; (4) fellowships and tuition remission; and (5) tuition. When applying to BOR the indirect rate of 25% is applied to total salaries and benefits.

4 - Each line of cost share must be documented and approved on the routing form.