**Transmittal to Louisiana Legislative Auditor of Comprehensive Budget Information**

**Transferring Agency: Office of the Lt. Governor/Department of Culture, Recreation & Tourism**

**Agency #: 267/Tourism** **Program #: 200**

**Receiving Agency or Entity**

| Name | Type | $ Amount |
|---|---|---|
| University of New Orleans | Contract | $49,129.00 |
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**Please attach email submission/documentation.**

**Submitted by:** Lynne M. Coxwell **Date Submitted:** 11/14/2012

# CONTRACT FISCAL INFORMATION SHEET

PLEASE COMPLETE THIS FORM AND ATTACH TO CONTRACT WHEN IT IS TIME TO ROUTE CONTRACT FOR APPROVALS AND SIGNATURES.

CONTRACTOR'S NAME: University of New Orleans, Office of Research & Sponsored Programs

CONTRACTOR'S ADDRESS: 452 CERM Bldg
2000 Lakeshore Drive
New Orleans, LA 70148

CONTRACTOR'S FEDERAL ID# 72-0702000 (33)
or

SOCIAL SECURITY # _____

CONTRACTOR'S CONTACT PERSON: Kendy B. Martinez

CONTRACTOR'S TELEPHONE: (504) 280-6837

EMAIL ADDRESS: kbmarti1@uno.edu

CONTRACT AMOUNT: Amendment Amount $ N/A

Total Contract $49,129.00

CONTRACT PERIOD: From: October 22, 2012 To: June 30, 2013

FUNDING AGENCY:

SOURCE OF FUNDS:
State: _____ Percent
State: _____ Percent
Federal _____ Percent
Self-generated 100 Percent

100% Line Item Appropriation N/A

Organ. 6792 Object 3740 Sub Object _____ Reporting Cat. 7319 - $ 49,129 MW
Organ. 6792 Object _____ Sub Object _____ Reporting Cat. _____
Organ. _____ Object _____ Sub Object _____ Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES: Contractor will update existing forecast tourism industry indicators and aggregate data for the State and New Orleans area for 2013-2016.

**STATE OF LOUISIANA**
**PARISH OF EAST BATON ROUGE**
**PARISH OF ORLEANS**

## 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, 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 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, the Department 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 2013-2016; 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 stakeholders 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 to update the most current Tourism Industry Forecast Indicators Reports for the Department 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 Louisiana Tourism Industry Forecast Indicators Report for both the state of Louisiana and the New Orleans area for 2013-2016 and to aggregate data to provide projections and statistical information to yield a Louisiana Tourism Industry Forecast Projection Report for the years 2013-2016 in order to produce one comprehensive report, which will provide the Department with the most current and accurate information to be disseminated to stakeholders and industry partners. The report shall include forecasts of 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 are collected by the Department through other research.

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

a) Update existing Tourism Industry Forecast Indicators Report for the state of Louisiana for 2013-2016;
b) Update existing Tourism Industry Forecast Indicators Report for the New Orleans area for 2013-2016; and
c) Aggregate data, projections and statistical information to yield a Louisiana Tourism Forecast Projection Report for 2013-2016

2) **Contractor will submit a preliminary Tourism Forecast Indicator Report consisting of the above reports for review no later than April 15, 2013.** Upon receipt, the Department will review the preliminary report for revisions and/or for the inclusion of additional information prior to the acceptance of the final document.

3) The final Louisiana Tourism Forecast Indicator Report shall be a compilation of the three separate reports to include (1) Tourism Forecast for New Orleans 2013-2016; (2) Tourism Forecast for the State of Louisiana 2013-2016; and (3) Louisiana Tourism Industry Forecast Projection Report, taking into consideration New Orleans and Louisiana combined to make one Comprehensive Louisiana Tourism Forecast Indicator Report document. **Final Comprehensive Louisiana Tourism Forecast Report will be submitted to the State no later than April 30, 2013.**

**Payment Terms**

In consideration of the services described above, the Department hereby agrees to pay to Contractor a fixed fee of **Forty Nine Thousand One Hundred Twenty Nine Dollars and No Cents ($49,129.00).** 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 Lynne Coxwell, 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:

A lump sum payment of **$49,129.00** will be remitted upon receipt of the approved 2013-2016 Comprehensive Louisiana Tourism Industry Forecast Indicator Report as described above and an original invoice from the Contractor, noting the full amount being requested up to the maximum amount payable for services that have been performed in accordance with the Scope of Services. All services will be verified complete by the State's Contract Monitor, prior to authorizing the release of the payment. The **Final Report** and invoice shall be submitted no later than **April 30, 2013**.

Payment for services is also contingent upon final approval of this agreement by the Louisiana Division of Administration, Office of Contractual Review in accordance with La R.S. 39:1481, and the continued availability of funds to fulfill the requirements of this agreement.

The Contractor is notified 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 Contractor executes a copy of this Agreement and submits to the Department 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 Department shall submit this executed agreement, and any other required information to the Louisiana Legislative Auditor for approval at ebudgets@lla.la.gov.

**Termination for Cause**

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this contract, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the 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 the said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place Contractor in default and the contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate this contract for cause upon the failure of the Department to comply with the terms and conditions of this contract, provided that 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 shall 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. The Department shall notify Contractor in writing and prior to the expiration of this sixty day (60) 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 contract 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 State 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 auditor shall have the option of auditing all accounts of Contractor that relate to this contract.

**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 **October 22, 2012** and shall terminate on **June 30, 2013.**

**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 17 day of October, 2012.

**WITNESSES:**

**Department of Culture, Recreation and Tourism, Office of Tourism**

Kyle Edmiston 10/17/12

Kyle Edmiston, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 18 day of October, 2012.

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

THUS DONE AND SIGNED AT New Orleans, Louisiana on the 29 day of October, 2012.

**WITNESSES:**

**University of New Orleans**

Peter J. Fos, President

# Exhibit A

**Contractor:** University of New Orleans, Office of Research and Sponsored Programs
**Agency:** Dept. of Culture, Recreation & Tourism, Office of Tourism
**Contract Monitor:** Lynne Coxwell, Policy Planner II

**Purpose:** The purpose of this agreement is to update the existing Tourism Industry Forecast Indicators Report for both the state of Louisiana and the New Orleans area for 2013-2016 and to aggregate data to provide projections and statistical information to yield a Louisiana Tourism Forecast Projection Report for the years 2013-2016 to produce one comprehensive report to be used to assist in keeping stakeholders informed and to promote the Louisiana tourism industry.

**Goal and Objectives:** The goal of this project is to provide the Department with tourism forecasts information projected through 2016. The objectives include: (1) updating the existing Tourism Industry Forecast Indicator Report for the New Orleans area 2013-2016; (2) updating the existing Tourism Industry Forecast Indicator Report for the state of Louisiana for 2013-2016; and (3) aggregating data to yield a Comprehensive Louisiana Tourism Industry Forecast Indicator Report for 2013-2016.

**Deliverables:** Deliverables include submitting copies of the preliminary report for review to the Department on April 15, 2013. Upon review, and approval of revisions to the preliminary report, the Contractor will submit two color and bond copies of final report to the State. The final forecast report will be submitted to the Department no later than April 30, 2013 and accompanied by an original invoice.

**Performance Measures:** The Contractor's performance will be measured by the content of the report, which will be measured by the usefulness and the value of statistics, data, forecast information and the overall tourism indicators identified in the 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:** Lynne Coxwell will serve as the State's Contract Monitor, and will maintain regular email contact to ensure progress and to provide necessary information in a timely manner to be utilized toward research efforts and may require periodic meetings between the Department and the Contractor to ensure that the goals and objectives will be met in accordance with the terms of the agreement.

The Contract Monitor will also review and verify submitted invoices to ensure Contractor is in compliance with agreement before authorizing the release of the payment. A Performance Evaluation will also be completed and submitted to the DCRT, Office of Management and within 45 days of the termination or expiration of this Agreement as per administrative requirements.

**Utility of the Final Product**: The Department will use the findings from the updated Tourism Industry Forecast Indicators Report as a guide to assist in improving the Department's

effectiveness and to determine its impact on the tourism industry of the state of Louisiana, and overall tourism development.

## Division of Business and Economic Research
### Update of Louisiana Tourism Forecast for 2013-2016
### Louisiana Department of Culture, Recreation and Tourism
### Contract Dates: October 22, 2012 - June 30, 2013

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

**Project Title:** Louisiana Tourism Forecast

**Agency:** Louisiana Office of Tourism

| ***Budget Breakdown:*** | | **Budget Amount** |
|---|---|---|
| Professional Personnel [1] *(Ex. Unclassified, PI, CoPI, Post Docs)* | | $ 30,575.00 |
| Fringe Benefits @ *39%* | | 11,924.00 |
| **Total Salaries** | | 42,499.00 |
| Supplies (*Ex. lab supplies, office supplies software, other expendables)* | | 222.00 |
| **Total Direct Costs** | | 42,721.00 |
| Indirect Cost (F&A) [2] | *15%* | 6,408.00 |
| **Total Cost** | | **$ 49,129.00** |

1 - Assess fringe benefits on all salaries for UNO employees (FT & PT).
2 - Off campus rate is 15%. The indirect rate should be applied to total direct costs, excluding (1) subcontracts in excess of $25,000 & (2) equipment