

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

Agency/Program: Louisiana Office of Tourism/Marketing

Recipient: Baton Rouge Area Convention and Visitors Bureau

Indicate:

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

BP Funds

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: *Jamie L. Bourgeni*
Contract Monitor

03/28/2011
Date

[Signature]
Appointing Authority

03/28/2011
Date

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: **Baton Rouge Area Convention and Visitors Bureau**

CONTRACTOR'S ADDRESS: **359 Third Street
Baton Rouge, LA 70801**

CONTRACTOR'S FEDERAL ID#: 72-0761368

SOCIAL SECURITY #: _____

CONTRACTOR'S CONTACT PERSON: **Theresa Overby, Director of Communications**

CONTRACTOR'S TELEPHONE: (225) 382-3578

EMAIL ADDRESS: **theresa@visitbatonrouge.com**

CONTRACT AMOUNT: **\$5,000.00**

CONTRACT PERIOD: **From: 11/01/2010 to: 07/15/2011**

FUNDING AGENCY: **Office of Tourism**

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

Organ. 6786 Object 3460 Sub Object BP Reporting Cat. 7113
Organ. _____ Object _____ Sub Object _____ Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

Contractor shall use these funds to implement the Baton Rouge Blues Festival scheduled to be held May 7, 2011 and provide additional funding to produce and market and promote this 2011 Festival.

The goal of the LOT Grant Program is to fund activities that significantly increase the economic impact of tourism and increase visitation to the Baton Rouge area and to educate visitors about the history of the Blues in Louisiana.

CHECK OFF IF APPLICABLE TO THE CONTRACTOR AND **PROVIDE THE NECESSARY DOCUMENTATION:**

CORPORATIONS:

_____ **Nonprofit Corporation**
(Requires Board Resolution of Authority)

Profit Corporation
(Requires Board Resolution of Authority and Disclosure of Ownership)

_____ **Limited Liability Corporation**

_____ **Out of State Corporation**
(Requires Certificate of Authority to do business in Louisiana and requires agency justification)

_____ **Municipality, State (City Convention and Visitors Bureau)**

_____ **Sole Proprietor**
(Requires statement written on company letterhead/stationary stating that the person is indeed the sole owner and as such has the authority to sign on behalf of the company)

_____ **Out of State Contractor**
(Requires agency justification)

_____ **Contractor is a Consultant**
(Requires resume if contracting with individual or sole proprietor of a company)

_____ **Advance Payment**
(Requires justification from contractor and agency approval)

_____ **Multiyear Contract**
(Requires agency justification)

_____ **RFP Contract**

STAFF PERSON TO MONITOR CONTRACT: Janis LeBourgeois

Cc: Josh McDaniels, Budget Manager

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

**Marketing Grant
FY 2010-2011**

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 Baton Rouge Area Convention and Visitors Bureau, 359 Third Street, Baton Rouge, Louisiana, 70801, Telephone 225-382-3583, paul@visitbatonrouge.com (hereafter sometimes referred to as "Grantee") do hereby enter into this agreement ("Agreement") under the following terms and conditions.

1. Scope of Work

Grantee hereby agrees to market the Baton Rouge Blues Festival ("Event") scheduled to be held May 7, 2011, in Baton Rouge, Louisiana as set forth in its **LOT-approved Marketing Plan and Media Plan (Exhibits A1 and A2) and Budget (Exhibit B)**.

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

a. Qualifying Marketing Expenses. After the Event, the Grantee may request reimbursement of up to 50% of the costs actually incurred by the Grantee for qualifying marketing expenses to implement the LOT-approved Marketing and Media Plans for the Event. Reimbursement will only be allowed for qualifying marketing expenses, as that term is defined in the LOT Grant Application and Guidelines. Qualifying marketing expenses include the actual placement costs of media, but not associated ad creative or media production expenses. Reimbursement will not exceed grant award. State funds from any source may not be used for the mandatory cash match.

b. 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 the State access to the Event for monitoring and economic development purposes. The Louisiana Office of Tourism must be acknowledged as an official sponsor of the Event, as follows:

- 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."*

c. Event Advertisements. Prior to placing the media, the Grantee shall submit to the Contract Monitor for approval all creative artwork or broadcast scripts for qualifying marketing and advertising materials funded by the State through the Competitive Grant Program. The materials should include the official Louisiana Office of Tourism logo and/or verbiage, as applicable and described above. Unapproved ads may not be eligible for reimbursement.

d. Changes to Agreement. If the Grantee wishes to propose any changes to this Agreement, the Grantee must submit any such proposed changes to the State in writing (email is acceptable), in advance. The Contract Monitor will notify the Grantee within 7 business days whether the change is acceptable. If the Grantee wishes to amend its LOT- approved Media Plan, Grantee shall send a written request (email is acceptable) to Contract Monitor prior to media placement. Revision of the Scope of Work, Media Plan, Marketing Plan, or Budget may be allowable, but must have prior written approval from the State. Grantee may not request an increase in the maximum amount of the Grant award. Any item not listed in the Scope of Work, Marketing Plan, Media Plan, Budget, or that has not been approved by the Contract Monitor will not be considered an eligible expense and may not be approved for payment. Any other change to this agreement requires a written amendment, executed by all parties, as set forth herein.

e. Communication. Close communication with the Contract Monitor throughout the term of this Grant Agreement is a requirement and a benefit of the Grant Agreement. Grantee is required to provide the

Contract Monitor written notice of changes in the Grantee's contact information. If a period of three months or more lapses without contact, the State may initiate the process of revoking this Grant.

2. Payment Terms

In consideration of the work described above, State hereby agrees to pay Grantee a maximum sum of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**.

This funding is contingent upon the availability of funds appropriated to the State by the Louisiana Legislature or accruing to the State from other sources. The grant amount shall be paid in accordance with the following requirements:

a. One Payment. There will be a single payment made under this Grant Agreement. No payment will be made until after the Event is complete. The payment is made on a reimbursement basis after the conclusion of the Event. Grantee shall submit to the Contract Monitor an original invoice to the State, a **Final Report (Exhibit C)**, 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 Grant Agreement, due by **June 30, 2011**.

b. Original Invoice. 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 invoice must contain the word "invoice," must be submitted on Grantee's letterhead, and must include documentation that supports the qualifying marketing expenses incurred as detailed in the Final Report. The original invoice may be mailed or delivered to the Contract Monitor.

c. Final Report. The Grantee shall submit its typed **Final Report** on the form included as **Exhibit C**. The Final Report form can 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 of qualifying marketing expenses under the appropriate category
- Reimbursement Documentation for Proof of Media Purchase – Vendor invoices and acceptable proof of implementation

- Final Report Summary

LOT reserves the right to require additional information and deliverables as needed to 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 actual qualifying marketing expenses incurred by the Grantee are eligible for the 50% reimbursement.

d. Payment. The Contract Monitor shall review and verify the invoice, Final Report, and all supporting documentation for compliance with the Grant Agreement. Upon approval, Contract Monitor shall authorize the invoice for payment. Reimbursement usually takes 4 -6 weeks.

The State will reconcile the invoice to the supporting documentation. The State will adjust payment downward in the event the invoice includes a request for payment of expenses that are not qualifying marketing expenses, the State has not been acknowledged, the documentation to support the expense is missing or inadequate, or for noncompliance with the terms of this agreement. The State will provide the Grantee notice of the defect and 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.

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. 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.

e. Act 11 Clause. Grantee is notified that no funds appropriated under Act 11 of the 2010 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 entity (e.g., a grantee) executes an agreement (e.g., a grant agreement) and submits to the transferring agency (e.g., 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 transferring agency shall submit the

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 72-0761368.

4. Term of Grant Agreement

This Grant Agreement shall begin on **November 1, 2010** and shall terminate on **July 15, 2011**.

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

The Event must be held in Louisiana between January 1, 2011 and June 30, 2011. The Event is scheduled to be held May 7, 2011. All approved qualifying marketing expenses must be incurred by June 30, 2011.

Grantee must submit to the Contractor Monitor an original invoice, a **Final Report (Exhibit C)**, and all supporting documentation due by June 30, 2011.

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

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.

5. 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.

6. 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 payments 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.

7. 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 further payments will be issued to the Grantee and any funds previously dispersed but unaccounted for by the date of said termination will be returned to the State by the Grantee within 30 days of termination.

8. 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.

9. Audit

It is hereby agreed that in accordance with La R. S. 24:513 auditors from the Louisiana Division of Administration, the Louisiana Department of Culture, Recreation and Tourism, and the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of Grantee that are related to this grant.

10. 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.

11. Non-assignability

The Grantee shall not assign any interest in this grant 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.

12. 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

Baton Rouge Area Convention and Visitors Bureau
Baton Rouge Blues Festival
Grant #158

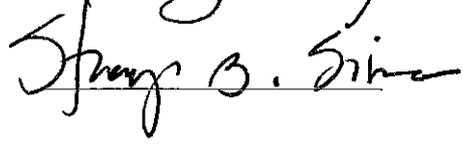
Grant Amount: \$5,000.00

Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1972, the Fair Housing Act of 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 Baton Rouge, Louisiana on the 12 day of March, 2011.

WITNESSES:

Baton Rouge Area Convention and Visitors Bureau

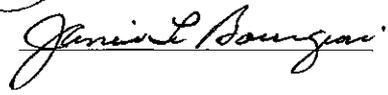




Paul J. Arrigo
President and CEO
Telephone: 225-382-3583
paul@visitbatonrouge.com

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 11th day of March, 2011.

WITNESSES:

Department of Culture, Recreation, & Tourism

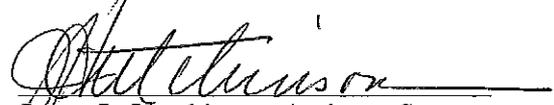

James L. Hutchinson, Assistant Secretary
Office of Tourism

EXHIBIT A1

MARKETING PLAN

Event Description

The Baton Rouge Blues Festival returns for the 4th consecutive year after a 9 year hiatus. This one day musical celebration features local and national Blues musicians. Baton Rouge is considered by many to be the birthplace of the Blues.

Goals and Objectives

The goal of the Baton Rouge Blues Festival is to increase visitation to the Baton Rouge area and to educate them about the history of the Blues in Louisiana.

Target Audience(s)

The target audience of the Baton Rouge Blues Festival is blues fans from across the southeast. We project that with Delbert McClinton and Solomon Burke headlining, there will be a larger crowd that crosses genres.

Marketing & Promotional Strategies

The Baton Rouge Area Convention and Visitors Bureau will lead all marketing and promotional efforts for the Baton Rouge Blues Festival. A media plan consisting of regional and niche Blues publications is attached. In addition, the BRACVB will invite and host a group of Blues/Music/Travel writers at its own expense. LOT and the Lt. Governor will have an opportunity and audience with these writers at the VIP tent and any offsite activities.

Additional Deliverables

There will be an opportunity to hang LouisianaTravel.com banners at the festival site. The LouisianaTravel.com logo will appear on the festival website, batonrougebluesfestival.org and on the festival page of visitbatonrouge.com.

Tracking and Evaluation Measures

The festival will track attendance and food and beverage sales. Website traffic will also be monitored, along with social media engagement. Of note this year is that the festival has partnered with LSU to do an intercept study on site at the festival. The survey team will gather demographic data and ask additional survey questions regarding sentiment.

				Total	<u>\$800</u>

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Budgeted Cost	50% request of LOT
I-10 and College	Baton Rouge, LA	Bulletin	Feb-May	\$5000	
				Total	<u>\$5000</u>

Online Placement (Website)

Web Site Name	Web Site Address	Dates	Budgeted Cost	50% request of LOT
NOLA.com	www.nola.com	April/May	\$5000	
			Total	<u>\$5000</u>

**EXHIBIT B
 BUDGET**

Name of Grantee: Baton Rouge Area Convention & Visitors Bureau

Name of PEI: Baton Rouge Blues Festival

Anticipated Income or Revenue

Please include anticipated funding including cash, participant fees, and all sponsorships, grants and funding support including the Louisiana Office of Tourism (LOT) grant request, in order to establish the need for funding.

Sources of Revenue	Amounts
Cash on hand	\$ 20,000
Admission/Ticket Sales	\$
Participant and Entry Fees	\$
Vendors	\$ 2,000
Other Earned Income (Itemize)	\$
Federal Grants (List Sources)	\$
State Grants (List Sources)	\$
Community/Local Grants (City of Baton Rouge & Visit Baton Rouge)	\$ 65,000
Foundation Grants (List Sources)	\$
Corporate Support (List Sources)	\$
Fundraising	\$ 30,000
LOT grant	\$ 5,000
In-kind donations (Oxford American Magazine Ads)	\$ 10,000
Total Expected Revenue	\$132,000

Anticipated Expenses

Please provide a comprehensive budget for the entire project. **Note: this is a sample format;** therefore budget line item categories may be modified based on actual expectations.

Expense Categories	Total amount LOT Grant
Staff salaries - Producer	\$ 7,500
Related benefits	\$
Travel	\$
Professional & Contract services (Disclose subcontractors on a separate sheet – name, address, contact information, amount paid and services provided.)	\$
Production and Logistics Expenses -Shipping, Transportation	\$ 25,100

Baton Rouge Area Convention and Visitors Bureau
Baton Rouge Blues Festival
Grant #158

Grant Amount: \$5,000.00

Printing, etc. (Itemize)	\$
Facility/Site Rentals - Rental of a hall, fairgrounds, etc. (Itemize)	\$
Insurance	\$ 3,500
Artist Fees – i.e. entertainment (Itemize)	\$ 50,000
Licensing Fees (Itemize)	\$
Security Services	\$ 5,000
Acquisitions & major repairs	\$
Marketing and Advertising	\$ 22,550
List each advertisement and cost	
Other charges (Itemize)	
Total anticipated expenditures	\$113,650

LOT STAFF USE ONLY

LOT Approved Reimbursement Amount \$ _____

Section III: Reimbursement Documentation for Proof of Media Purchase

Note: All media must adhere to the logo/mention guidelines listed in the Grant Application and Agreement.

- **Vendor invoice:** Submit itemized media invoice reflecting date, description and dollar amount
- **Proof of implementation:** Submit proof that activity was performed. Documentation can include any of the following:
 - Original ad placement tear sheets for print advertisements (verifying name and date of publication)
 - Broadcast log reports indicating actual broadcast times and dates
 - Screenshots for online advertisements
 - Billboard photographs showing content
 - Mailing lists, addresses, postage receipts and a copy of the marketing piece are required for direct mail
 - 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) **Estimated Attendance**- Provide an estimate of the attendance for the Event
 - 3) **Measurements of Performance**- include but are not limited to the following: 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.
 - 4) **Local/State/Regional Economic Impact**
 - 5) **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.
 - 6) **Profitability of the Event**