

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

**Competitive Grant Program
FY-14**

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 BeauCARE, Inc. PO Box 1779, DeRidder, LA 70634, Ph. 337-462-2273, email: aduphechin@beaucares.org (hereafter sometimes referred to as "Grantee") do hereby enter into this agreement ("Agreement") under the following terms and conditions.

1) Scope of Work

The goal of the LOT Competitive Grant Program "Program" is to encourage and support marketing initiatives for tourism events that attract and retain visitors to the state and have a positive impact on Louisiana's tourism economy. Specifically, the funds that are provided under the terms of the Program are intended to assist the LOT in fulfilling its public purpose and statutory mandate, La. R.S. 36:208(F), to be responsible for performing the functions of the state relating to promotion and advertisement of the historical, cultural, recreational, and commercial sites, events, and assets of the state; encourage and promote tourism and the tourist industry for the benefit of the people of this and other states and as a developing economic resource; and cooperate with local tourist promotion and convention agencies. The Program is designed to achieve the following tourism objectives: (1) strengthen Louisiana's tourism partnerships and alliances; 2) support Louisiana's tourism industry as a whole; and (3) increase visitation, length of stays, and visitor spending in Louisiana.

- a. **Event Marketing.** In accordance with the LOT's stated goal and objectives, the Grantee hereby agrees to market the Rhinestone Roundup ("Event") scheduled to be held March 22, 2014 in DeRidder, LA as set forth in the LOT approved Marketing Plan, Media Plan (Exhibits A1 and A2) and Budget (Exhibit B).
- b. **Qualifying Marketing Expenses.** Upon completion of the Event, the Grantee may request reimbursement up to 50% of actual incurred costs for qualifying marketing expenses as defined in the LOT Grant Application and Guidelines ("Guidelines"). The Guidelines are accessible at <http://www.crt.state.la.us/tourism/grants.aspx>, and must be complied with when implementing the LOT approved Marketing and Media Plans. Grantees who are hosting first-time events may request reimbursement of up to 66% as specified in the Guidelines. For the purpose of this Program, qualifying marketing expenses are defined as the actual placement costs of media that is specifically targeted or directed to areas located outside of a 50-mile radius of the Event. LOT will not reimburse the Grantee for costs that are associated with ad creation or media production. Grantee shall not apply any State funds that are provided from other state sources towards the mandatory cash match that must be provided by the Grantee, under the terms of this Agreement. The total reimbursement shall not exceed the total amount of the LOT approved grant award.
- c. **Event Advertisements.** At least seven business days prior to placing the media, the Grantee shall submit to the Contract Monitor for approval all creative artwork and broadcast scripts, to

ensure compliance and the eligibility of marketing and advertising materials, and resulting expenses that will be funded by the State through the Program. Advertising materials must include the State's official tourism logo and/or verbiage, and must comply with the LOT January 1, 2012 Style Guide ("Guide") that has been established for logo placement (available at <http://www.crt.state.la.us/DOCUMENTARCHIVE/PassionLogo/BrandGuidelinesGuide.pdf>). LOT will not reimburse the Grantee for media and advertising media materials that have not been approved by the State as noted under the terms of this Agreement.

- d. **LOT as Official Sponsor.** Marketing and advertising expenses qualify for reimbursement only when the Grantee acknowledges LOT as an official sponsor of the Event as set forth herein and in the Guidelines.

Grantee shall:

- Prominently display the State's official tourism logo in all grant-funded printed promotional materials, visual advertising, and other publicity pieces that are distributed to the public to promote the Event, regardless of the media source.
 - Prominently display the State's official tourism logo on the Grantee's official Event websites and other prominent websites used to promote the Event. The logo can be downloaded from <http://www.crt.state.la.us/tourism/grants.aspx>. The Guide for the proper placement of the logos is accessible at the website noted above in Item c.
 - Maintain an active link from the State's official tourism logo to the LOT's official tourism website www.LouisianaTravel.com for the full term of this agreement.
 - Verbally recognize the State's support in all broadcast announcements/media scripts that are to be reimbursed by the State. Grantee shall include in all announcements and broadcast scripts, the following phrase "*Visit LouisianaTravel.com to plan your trip today.*"
 - Provide complimentary tickets and/or passes to the Event and related activities that are associated with the Event (if tickets are required for admission) in quantities necessary for LOT's staff to monitor compliance, and carry out its legal responsibilities regarding the promotion of Louisiana tourism. Grantee shall contact the State regarding such access at least fourteen (14) days prior to the date(s) of the Event.
- e. **Changes to Agreement.** The Grantee may submit a written request, by mail or email, to the Contract Monitor for proposed changes to the Media Plan, Marketing Plan, or Budget (Exhibits A1, A2, and B). The Grantee shall not request an increase in the maximum amount of the Grant award. The Contract Monitor will provide a written response of approval or rejection of the request to the Grantee within seven (7) business days. Other than as described herein, any changes to this Agreement will require a written amendment executed by all parties.
- f. **Communication.** Regular communication with the Contract Monitor is required (at least quarterly) throughout the term of this Agreement and is beneficial to both the Grantee and the State to ensure compliance with the terms of the Agreement and the Guidelines. The Grantee is required to submit a written notification to the Contract Monitor of any changes in the Grantee's contact information. Should a period of three months or more lapses without the Grantee communicating with the State's Contract Monitor, the State may at its option, initiate the process of revoking this Grant and terminating this Agreement.

The State's Contract Monitor for the Competitive Grant Program is:

Judy Halloran
Phone: 225-342-8121
Email: JHalloran@crt.la.gov
Mailing Address: PO Box 94291, Baton Rouge, LA 70804-9291

- g. **Final Report.** Upon completion of the Event, the Grantee shall submit a Final Report as specified in Exhibit C. The Final Report may be mailed or delivered to the Contract Monitor. The Final Report form can also be downloaded from the LOT's website, <http://www.crt.state.la.us/tourism/grants.aspx>. Grantee shall complete each section of the Final Report, as applicable, which include:

- **Section I** - Grantee's Name and Contact Information
- **Section II** - Reimbursable Media – Qualifying Marketing Expenses listed under the appropriate media categories of the actual expenses incurred by the Grantee
- **Section III** - Documentation to support the reimbursement request for Media Purchases, which may include media invoices, advertising tear sheets, logs, and other acceptable documents as proof of advertising placement.
- **Section IV** – Final Report Summary – Provide details of the outcome of the Event as noted in Exhibit C.

2) Payment Terms

- a. **Maximum Payment.** In consideration of Grantee's compliance with all terms of the Program, the State hereby agrees to pay the Grantee a maximum sum of **ONE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND 75/00 (\$1,457.75)**. Travel and other expenses that are not specified in the terms of this Agreement are not reimbursable.
- b. **One Payment.** It is anticipated that there will be a single payment made under this Grant Agreement. No payment shall be made until after the Event. Payment will be made on a reimbursement basis for qualifying marketing expenses actually incurred by the Grantee as specified within this Agreement and in accordance with the Guidelines.
- c. **Original Invoice.** After completion of the Event, the Grantee shall deliver to the Contract Monitor an original invoice on organization letterhead, the Final Report (Exhibit C), and all supporting documentation for preapproved qualifying expenses that have been incurred by the Grantee in compliance with the terms of this Agreement. The invoice submitted to the State shall reflect 50% (or 66% for first-time events) of the actual cost to the Grantee, up to the maximum amount of the Grant award.

The invoice must: 1) be submitted on Grantee's official letterhead, 2) contain the word "invoice," 3) not exceed 50% of incurred cost (66% for first-time events) up to the total amount of the grant award, 4) reference the Event, 5) be accompanied by supporting documentation for actual costs incurred, and 6) be accompanied by the detailed Final Report (Exhibit C).

- d. **Payment Reductions.** The State reserves the right to reconcile the invoice to the supporting documentation, and will reduce the payment in the event of any of the following:

1) an expense submitted to the State for reimbursement, but not preapproved by the State, 2) the request reflects reimbursements for non-qualifying expenses, 3) the State has not been acknowledged as a sponsor in media promotions in accordance with the terms of this Agreement, 4) inadequate supporting documentation for expenses, or 5) noncompliance with terms of this Agreement.

LOT reserves the right to request and require additional information or documentation in order to adequately verify compliance with the terms of the Agreement.

NOTE: Grantee will not receive reimbursement for cancelled media or media purchased, but not placed by the Grantee.

- e. **Discrepancies.** The State will notify the Grantee of any inadequacies or deficiencies and will allow the Grantee reasonable opportunity to cure any defects. 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 any defect.
- f. **Processing.** After verifying the compliance, the Contract Monitor will authorize the payment of the invoice. Reimbursement usually takes 4 -6 weeks from the date of the Contract Monitor's receipt of the invoice.
- g. **Use of Funds.** The Grantee shall be liable for all grant funds that have not been used in accordance with the terms and conditions of this Agreement and the Program Guidelines. If it is determined by the Contract Monitor or by an audit that State funds were expended on non-reimbursable expenses, the Grantee will be required to repay the State in accordance with the terms set by the State. If the Grantee defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the State in accordance with the State's terms or requirements.
- h. **Availability of Funds.** Payment is contingent upon the availability of funds that are appropriated by the Louisiana Legislature or may be accrued to the State from other sources.

3) Act 14 Clause

Grantee is informed that no funds appropriated under Act 14 of the 2013 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 Grantee executes this Agreement and submits to the 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 LOT shall submit this Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

4) 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 72-209038.

5) Term of Grant Agreement

- a. This Grant Agreement shall begin on July 1, 2013 and shall terminate on June 30, 2014.
- b. The Grantee shall not proceed under the terms of this Agreement prior to receiving a fully executed copy of this Agreement from the State.
- c. The Event is scheduled to be held March 22, 2014 in DeRidder, LA.
- d. Grantee must submit to the Contractor Monitor an original invoice, a Final Report (Exhibit C), and all supporting documentation due by May 15, 2014.
- e. If the Grantee is unable to deliver the State benefits as specified, or perform the work within the term of the Agreement, the Grantee shall notify the State in writing (email is acceptable) 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.
- f. Except as provided in Section 1 (e), any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

6) Entire Agreement/Order of Precedence Clause

This Agreement and any exhibits specifically incorporated herein by reference, together with the Guidelines and addenda issued thereto by the LOT, and 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 Guidelines) shall take precedence, followed by the provisions of the Guidelines, and then by the terms of the Grantee's Application.

7) 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 payment 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.

8) 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 payment will be issued to the Grantee.

9) 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 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.

10) Audit

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 Grantee that are related to this grant.

Any quasi public agency or body as defined in La. R.S. 24:513 A (1)(b) shall designate an individual who shall be responsible for filing annual financial reports with the Legislative Auditor and shall notify the Legislative Auditor of the name and address of the person so designated (La. Rev. Stat. 24:513 H (2)(a)).

11) 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.

12) Non-assignability

The Grantee shall not assign any interest in this Agreement 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.

13) 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 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.

Grantee: BeauCARE, Inc.
Event: Rhinestone Roundup

Grant Amount: \$1,457.75
Grant: #851

THUS DONE AND SIGNED AT De Ridder, Louisiana on the 19th day of August, 2013.

WITNESSES:

Kimberley Budge
[Signature]

[Signature]
Annette Duplechin, Executive Director
for BeauCARE, Inc.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ___ day of _____, 2013.

WITNESSES:

Department of Culture, Recreation, & Tourism

Marlene Curcio
[Signature]

Kyle Edmiston 8/12/13
Kyle Edmiston, Assistant Secretary
Office of Tourism

Exhibit A 1

Event Description:

The 7th Annual Rhinestone Roundup is a celebration of community involvement. The eagerly anticipated annual event kicks off with family oriented activities throughout the day culminating in an evening of toe-tapping, thigh slapping entertainment with a chuck wagon dinner, games, and a headlining music performance. It is a premier event in rural Beauregard Parish that brings numerous guests from a one to three hour radius. The event also features numerous regional sponsors who will be recognized in all pre and post event marketing and the night of the event to help promote strong business support from all over the South West Louisiana area. The old west theme of the Rhinestone Roundup enhances the appeal of the event to not only vendors and sponsors but the public as well, making the event one of the biggest events in the area.

Goals and Objectives:

1. To keep alive community involvement
2. To promote Beauregard Parish and benefit economically the City of DeRidder and the tourist attractions that it possess.
3. To increase attendance to Beauregard Parish as well as the scenic by-way and area historical artifacts.
4. To increase room night stays.

Target Audience:

Day trippers and weekenders within a 200-mile radius. Our ideal market growth is adults ages to 21-45 that will buy admission tickets and purchase items at vendor booths.

Deliverables:

1. Increased visitation to area.
2. Increased room nights sold
3. Increased admission tickets sold
4. Lieutenant Governor will have an opportunity to speak during opening ceremonies.
5. The Louisiana Office of Tourism will be recognized on all printed materials.

Performance Measures:

1. Ticket tracking at door
2. Ticket tracking prior to event
3. Drink sale ticket tracking
4. Contact hotels/motels in area for vacancy

Grantee: BeauCARE, Inc.
 Event: Rhinestone Roundup

Grant Amount: \$1,457.75
 Grant: #851

Exhibit A2

Print Placement (Magazine, Newspaper)

Publication Name	Market(s)	Ad Size	Issue Date	Circulation No.	Actual Cost	Match Amount
Cenla Focus	N.W. LA	¼ C	Feb & March	20,000	959.50	479.75
American Press	S.W. LA	¼ BW	3/14-3/22	70,000	555.00	278.00
Totals:					\$1,514.50	\$757.75

Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length/Frequency	Broadcast Dates	Budgeted Cost	% Cost of Ad
KROK	E. TX/N. LA	:30/70	3/9-3/15 & 3/16-3/22	700.00	350.00
BDC	E. TX/N. LA	:30/	3/9-3/15 & 3/16-3/22	700.00	350.00
Totals				\$1,400.00	\$700.00

Total Marketing **\$2,915.50**
Total LOT Request **1,457.75**

Grantee: BeauCARE, Inc.
Event: Rhinestone Roundup

Grant Amount: \$1,457.75
Grant: #851

Exhibit B

Name of Event: Rhinestone Roundup

<u>Sources of Revenue:</u>	<u>Amounts</u>	<u>LOT Request</u>
Admissions & Sponsorships	\$44,530	
Beer & Drink Sales	3,000	
Sales	1,332	
In-Kind	5,500	
<u>Louisiana Office of Tourism</u>	<u>1,457.75</u>	
Total Expected Revenue	\$55,819.75	

Anticipated Expenses:

Please provide a comprehensive budget for the entire project.

<u>Expense Categories</u>	<u>Amounts</u>	<u>LOT Request</u>
Advertising	\$14,521.75	\$1,457.75
Beer & Drink	2,000	
Catering	4,000	
Entertainment	15,000	
Admission	398	
Signage	3,600	
Misc.	3,500	
Grounds expense	8,800	
T-shirt expense	500	
Clean-up	1,000	
Security	1,500	
Parking	1,000	
Total Expenses	\$55,819.75	\$1,457.75

Grantee: BeauCARE, Inc.
 Event: Rhinestone Roundup

Grant Amount: \$1,457.75
 Grant: #851

Exhibit C
Louisiana Office of Tourism Competitive Grant Program
Final Report Form FY 14

SECTION I: Grantee's Contact Information

Name of Event: _____
 Event Date: _____
 Organization: _____
 Grant Amount: _____
 Primary Contact (POC): _____
 POC - Phone Number: _____
 POC - Email: _____

SECTION II: Reimbursable Media; Qualifying Marketing Expenses

Reimbursable Items –All qualifying marketing and advertising must be directed towards areas outside a 50-mile radius of the Event. Qualifying marketing expenses include the actual placement costs of media, but will not be applied to ad creative or media production expenses.

**If awarded a grant, 50% (or 66% for first-time events) of the grand total spent on qualifying marketing expenses will be reimbursed up to the total amount of the award.

**List only qualifying marketing expenses eligible for reimbursement through the LOT Marketing Grant Program.

Print Placement (Magazine, Newspaper)

Publication Name	Market(s)	Ad Size	Issue Date	Circulation No.	Actual Cost	Match Amount
Totals:					\$	\$

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Market Area (DMA)	Spot length/ Frequency	Broadcast Dates	Actual Cost	Match Amount
Totals:				\$	\$

Outdoor Placement (Billboards)

Location	City, State	Size	Dates	Actual Cost	Match Amount
Totals:				\$	\$

Interactive Advertising / Web Banners

Website Name and Address Ex: the Advocate / www.theadvocate.com	Target Audience / Reach	Dates	Actual Cost	Match Amount
Totals:			\$	\$

Marketing Promotional Video - Only \$2,500 of grant award can be used towards a single marketing promotional video

Company Producing Video	Target Audience	Dates video	Actual Cost	Match

Grantee: BeauCARE, Inc.
 Event: Rhinestone Roundup

Grant Amount: \$1,457.75
 Grant: #851

		will air		Amount
		Totals:	\$	\$

Grantees grand total spent on qualifying marketing expenses	\$
Requested amount to be reimbursed (50%) of qualifying marketing expenses, not to exceed grant award or 66% for first-time events	\$
<i>(LOT Staff Only)</i> LOT Approved Reimbursement Amount	\$

Section III: Documentation to Support the Reimbursement Requests (Proof of Media Purchases)

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

- **Proof of Charge from Vendor:** Submit itemized media invoice reflecting date, description and dollar amount. If media is purchased from a third party (e.g. media buying house or advertising agency), Grantee must provide an invoice from the third party agent **and** an invoice from the media outlet from which the media was purchased.
- **Proof of implementation:** Submit proof that activity was performed. Documentation can include any of the following:
 - Original ad placement tear sheets for print advertisements
 - Broadcast log reports indicating actual broadcast times and dates
 - Screenshots for online banner advertisements
 - Billboard photographs showing content
 - Other - (LOT Contract Monitor will determine if the proof is acceptable.)

Section IV: Final Report Summary:

- Prepare and submit a one to two (1-2) page typed summary of the outcome of the Event, taking into consideration the goals, objectives, measures of performance, and the impact that the Event had on tourism in the area and the state, which should include:
 - 1) **Objectives Achieved** – Based on the Program objectives listed on page 1 of this Agreement, list accomplishments that show achievement of the overall goal of impacting tourism.
 - 2) **Measurements of Performance** – Provide measurable data or figures that indicate performance outcome, which may include but are not limited to the following: estimated attendance, admissions revenue, vendor registrations, public entry fees collected, etc.
 - 3) **Economic Impact** - Provide available economic impact information (number of hotel room nights generated, occupancy rates/ADR, food, beverage, and other tax revenue generated, and visitor spending, etc.) for the local community, region, and state.
 - 4) **Media Relations** – Provide supporting documentation for media relations that may include but are not limited to the following: copies of news releases, newspaper clippings, articles from various media publications, flyers, itineraries, photographs and programs.
 - 5) **Profitability of the Event** – Provide the total estimated cost of producing the Event this year, and the total estimated income generated from sales, vendor registrations, and entry fees, if applicable.

The final report summary should include all five (5) headings mentioned above.