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

Agency/Program: Office of Tourism

Recipient: River Parishes Tourist Commission

Indicate:

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

Yes	No	
☑	☐	**Does the agreement include budget worksheet?**
☑	☐	**Does the agreement include anticipated uses?**
☑	☐	**Does the agreement include estimated duration of the project?**
☑	☐	**Does the agreement include goals, objectives, and measures of performance?**
☑	☐	**Does the agreement indicate requirement of written progress report every six (6) months?**
☑	☐	**Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule)**
☑	☐	**Has the comprehensive budget been approved by the appointing authority?**
☑	☐	**Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor?**

Signatures:

Deanna Bonne — **Contract Monitor** — Mar 28, 2012 — **Date**

Appointing Authority — **Date**

River Parishes Tourist Commission **Grant Amount: $5,283.45**
PEI: Touring Smartphone Application
Grant # 511

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

Project Enhancement Initiative (PEI) Grant
FY 2011-2012

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 River Parishes Tourist Commission, 2900 Highway 51, LaPlace, Louisiana 70068, Phone: (985) 359-2562 and Email: jay@neworleansplantationcountry.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 execute and market the Touring Smartphone Application ("Project" or "PEI") scheduled to be produced October 1, 2011 – June 30, 2012 in LaPlace, Louisiana, as set forth in its LOT- approved Business Plan and Media Plan (Exhibits A1 and A2) and Budget (Exhibit B).

The goal of this LOT Grant Program is to fund projects that significantly increase tourism visibility and vitality 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. Grant Award. Grantee shall be awarded no more than 50% of the total PEI's budget. Grantee must use a minimum of 25% of the grant award, but not more than 50%, for qualifying marketing expenses to implement the LOT-approved Media Plan for the PEI. Reimbursement will only be allowed for eligible project expenses and qualifying marketing expenses as these terms are defined in the LOT Grant Application and Guidelines. Qualifying marketing expenses include the actual placement costs of media, but not associated ad creation or media production

expenses. Reimbursement will not exceed the total grant award. If a Grantee's PEI marketing efforts fall below the minimum requirement of 25% of the grant award, the Grantee may lose the PEI grant award in its entirety.

b. LOT as Official Sponsor. Reimbursement will only be allowed if the LOT has been acknowledged as an official sponsor of the PEI, as set forth herein and in the LOT Grant Application and Guidelines. Grantee must provide complimentary tickets and/or passes to events and activities should any fees be required for admission in a quantity necessary for all appropriate staff to represent Louisiana tourism and monitor the event to ensure compliance and for economic development purposes. Grantee shall contact the State regarding such access at least fourteen (14) days prior to date(s) of grant-funded activity when possible. The Louisiana Office of Tourism must be acknowledged as an official sponsor of the PEI, 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 PEI. 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. PEI Advertisements. Prior to placing the media, the Grantee shall submit to the Contract Monitor for approval all creative artwork or broadcast scripts to ensure the qualifying of marketing and advertising materials that will be funded by the State through the Competitive Grant Program. The materials must include the official Louisiana Office of Tourism logo and/or verbiage, as applicable and as described above. Unapproved ads may not be eligible for reimbursement.

d. Changes to Agreement. If the Grantee wishes to propose any changes to its LOT-approved Media Plan, Business Plan, Budget or Scope of Work, the Grantee must submit such proposed changes to the State in writing for approval (email is acceptable), prior to implementing

such changes. The Contract Monitor will contact the Grantee within seven (7) business days to notify as to whether the change has been accepted. Grantee shall not request an increase in the maximum amount of the Grant award. Any item submitted for reimbursement that is not listed in the Scope of Work, Business Plan, Media Plan, or Budget that has not been preapproved by the Contract Monitor will not be considered an eligible expense and may not be approved for payment. Any substantial change to this agreement will require 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 is a benefit to both the Grantee and State to ensure complete compliance with the grant intent. Grantee is required to submit a written notification to the Contract Monitor regarding any changes in the Grantee's contact information. Should 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 TWO HUNDRED EIGHTY THREE AND 45/100 DOLLARS ($5,283.45).** Travel and other expenses not specified in the terms of this agreement are not reimbursable. The Contract Monitor will ensure that all terms and conditions are met prior to authorizing any release of payment.

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. The grant amount shall be paid in accordance with the following requirements:

a. One Payment. Only one payment will be made under this Grant Agreement upon satisfactory completion of the PEI. The payment will be made on a reimbursement basis after the conclusion of the specified PEI activities. Grantee shall mail or hand deliver 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 and project expenses were actually incurred by the Grantee in compliance with the terms of the Grant Agreement, **due by June 30, 2012.**

b. **Original Invoice.** Grantee shall submit to the State an original invoice in the amount that reflects qualifying project and marketing expenses actually incurred by the Grantee. Grantee shall not be reimbursed for more than 50% of the total PEI's budget, and must submit documentation that a minimum of 25% of the grant award, but not more than 50%, was used for qualifying marketing expenses to implement the LOT approved Media Plan for the PEI. The document submitted for payment must 1) contain the word "invoice", 2) must not exceed the maximum grant award amount, 3) must be submitted on Grantee's letterhead, 4) must reference the PEI, and 5) must be accompanied by supporting documentation for the qualifying project and marketing expenses as detailed in the Final Report (Exhibit C) . The original invoice may be mailed or delivered to the Contract Monitor.

c. Final Report. Upon completion of the PEI, the Grantee shall submit a **Final Report (Exhibit C).** The Final Report **(Exhibit C)** may be mailed or delivered to the Contract Monitor.

The Final Report **(Exhibit C)** 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 actually incurred by the Grantee, along with media invoices and acceptable proof of implementation, documenting that a minimum of 25%, but not more than 50% of the grant award was used for qualifying marketing expenses.
- Reimbursement Documentation for Approved Project Expenses – Project vendor invoices or other supporting documentation that reflects qualifying project expenses actually incurred by the Grantee in compliance with the terms of the Grant Agreement.
- Final Report Summary

LOT reserves the right to require additional information, documentation, and/or added deliverables in order to verify compliance with the terms of the Grant Agreement.

Grantee will not receive reimbursement for cancelled project expenses, cancelled media or media not placed by the Grantee for any other reason. Only actual qualifying marketing expenses and project expenses incurred by the Grantee are eligible for reimbursement.

d. Payment. The Contract Monitor shall review and verify the original invoice, Final Report (Exhibit C) 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 for full processing.

The State will reconcile the invoice to the supporting documentation and will reduce the payment in the event of any of the following: 1) the submission of non-qualifying marketing or project expenses; 2) circumstances where the State was not adequately acknowledged as a sponsor in accordance with the guidelines, 3) the documentation to support the expense is missing or inadequate, or 4) noncompliance with the terms of this agreement. The State will notify the Grantee of any inadequacies, deficiencies, and will provide 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 in accordance with the terms of 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.

d. Act 12 Clause. No funds appropriated under Act 12 of the 2011 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 27-0019537.

4. Term of Grant Agreement

This Grant Agreement shall begin on **July 1, 2011** and shall terminate on **July 30, 2012**.

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 PEI must be held in Louisiana between July 1, 2011 and June 30, 2012. The PEI is scheduled to be executed October 1, 2011 – June 30, 2012. All approved qualifying project and marketing expenses must be incurred by June 30, 2012.

Grantee must submit to the Contractor Monitor an original invoice, a Final Report **(Exhibit C)**, and all supporting documentation **due by June 30, 2012**.

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 (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.

Except as provided in Section 1 (d), 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 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.

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 payment will be issued to the Grantee.

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, 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 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 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.

River Parishes Tourist Commission
PEI: Touring Smartphone Application
Grant # 511

Grant Amount: $5,283.45

THUS DONE AND SIGNED AT LaPlace, Louisiana on the 10th day of February, 2012.

WITNESSES:

River Parishes Tourist Commission

Jay Tusa
Executive Director
Phone: (985) 359-2562
Email: jay@neworleansplantationcompany.com

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 31 day of January (month), 2012.

WITNESSES:

Department of Culture, Recreation, & Tourism

LeAnne Weill, Interim Assistant Secretary
Office of Tourism

River Parishes Tourist Commission **Grant Amount: $5,283.45**
PEI: Touring Smartphone Application
Grant # 511

Exhibit A1

Business Plan

Narrative:

The beauty of the plantations is not just in the majestic buildings and ornate gardens, but it is in the stories and secrets these buildings represent. It is the story of each plantation and the series of stories that link the River Road plantations together to form a larger story that needs to be told. The New Orleans Plantation Country has received $5,283.45 toward a smartphone application that will promote attractions within the three consecutive parishes of St. Charles, St. James and St. John Parishes as well as Houmas House in Ascension Parish. The smartphone application will provide information for a video driving tour with directions and story-telling to enhance the visitor experience at the attractions and encourage visitation to multiple points along the way. The grant will assist with promoting the history and culture of the area and enhancing the experience while within the area. $1,500 of this funding will be utilized in advertising to promote the application and area.

Goals and Objectives
Goal: Increase awareness of multiple attractions and help increase visitation to the promotional area.

Objective:
Develop touring application for smartphones that will enhance the visitor experience of the area in addition to promoting the wealth of area attractions.

Tactics:
Create a smartphone application. Utilize public relations and promotions to secure unearned media and make use of every opportunity through social media and our partners to promote the application.

Timeline:

PEI TIMELINE	2011			2012								
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Finalize video segments and tours, Fall 2011												
Programming of application, Winter 2011												
Launch app – Winter/Spring 2011												
Promotion of app Spring/Summer 2012												

PEI Measures of Performance
Visitation numbers in aggregate from the various attractions indicated New Orleans Plantation Country has a baseline of 345,000 visitors. We will compare this data post launch and expect an increase in visitation from increased awareness of available tourist attractions, directions.

Increased partnership and alliances for extended tourism synergy
Downloads of smartphone application

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Increased overall traffic to NewOrleansPlantationCountry.com
Increased positive visitor experience due to increased knowledge and directions
Check performance metrics to measure results

Additionally, we expect some increased buzz in social media and discussions regarding the application.

Describe plan to measure achievement of objectives.
New Orleans Plantation Country will measure success in the following way:
Tracking number of visitors
Tracking of website visitation
Tracking of smartphone application downloads
Tracking positive comments through comment cards, social media

We will utilize pre- and post-launch visitation data in aggregate to determine increase of visitation to area attractions. We will secure data from Flurry or other metrics to determine number of downloads.

Additional PEI Deliverables
The website download section and video will have the official LOT logo recognizing LOT for the grant award.

Proof of Past Performance
A similar application for a Louisiana video tour received approximately 600 downloads for use within the first six months of launch. We are expecting a similar download.

River Parishes Tourist Commission **Grant Amount: $5,283.45**
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Exhibit A2

Media Plan

Print Placement (Magazine, Newspaper)

Publication Name	Market (s)	Ad Size	Issue Date	Circulation No.	Budgeted Cost
Louisiana Life	Louisiana	¼ PG	May/June 2012	35,000	$1,500.00
				Total	**$1,500.00**

River Parishes Tourist Commission **Grant Amount: $5,283.45**
PEI: Touring Smartphone Application
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Exhibit B

PEI Budget

Name of Grantee: River Parishes Tourist Commission

Name of PEI: Touring Smartphone Application

Grant Received	$5,283.45
Smartphone Touring Application	$3,783.45
Qualifying Marketing Expenses	$1,500.00

Anticipated Income or Revenue			
LOT Grant Funding	$5,283.45		
River Parishes Marketing Budget for Project	$5,283.45		
Total Expected Revenue	$10,566.90		
Anticipated Expenses			
Expense Category	**Total Amount**	**LOT Grant**	
Professional & Contract Services, Programming	$3,783.45	$3,783.45	
Media - Qualifying Media Expenses	$1,500.00	$1,500.00	
Total	$5,283.45	$5,283.45	$10,566.90

Professional and Contract Services:

Graham Group
11505 Perkins Road, Ste. 3G
Baton Rouge, LA 70810
Wynne Waltman, Account Supervisor
225-767-8520
Programming Development
Please see business plan for details

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Exhibit C

River Parishes Tourist Commission **Grant Amount: $5,283.45**
PEI: Touring Smartphone Application
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Louisiana Office of Tourism PEI Grant Final Report FY 11-12

SECTION I: Grantee Information

PEI Name _____
PEI Date (s) _____
Organization _____
Grant Award Amount _____
Primary Contact for PEI _____
Phone Number _____
Email _____

SECTION II: Reimbursable Media; Qualifying Marketing Expenses
Reimbursable Items –All qualifying marketing and advertising must be directed toward areas **outside a 50-mile radius of the PEI**. A minimum of 25% of the PEI grant award, but not more than 50%, must be used for qualifying marketing expenses as listed in the LOT Grant Guidelines. Qualifying marketing expenses include the actual placement costs of media, but not associated ad creative or media production expenses.

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

Print Placement (Magazine, Newspaper)

Publication Name	Market (s)	Ad Size	Issue Date	Circulation No.	Actual Cost

Total $_____

Broadcast Placement (Radio/Television)

Station Call Letters	Designated Marketing Area (DMA)	Spot Length / Frequency	Broadcast Dates	Actual Cost

Total $_____

Outdoor Placement (Billboards)

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Location	City, State	Size	Dates	Actual Cost
			Total	**$**_____

Online Placement (Website)

Web Site Name	Web Site Address	Target Description	Dates	Actual Cost
			Total	**$**_____

Grand total spent on qualifying marketing expenses
$_____

Section III: Reimbursement Documentation for Proof of Media Purchase
Note: All media must include the official Louisiana Office of Tourism logo to be eligible for reimbursement.

- - **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 whom the media was purchased (e.g. Southern Living, USA Today, etc.)

- **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.)

River Parishes Tourist Commission **Grant Amount: $5,283.45**
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Section IV: Reimbursement Documentation for Project Expenses

Grantee shall submit project vendor invoices or other supporting documentation reflecting date, description of project expenses and dollar amount.

Section V: Final Report Summary Format

- A 1–2 page typed detailed summary on the outcome of the PEI taking into consideration the goals, objectives and measurable outcome regarding the impact that the PEI 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) **Measurements of Performance**- include but are not limited to the following: estimated attendance, 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.

3) **Local/State/Regional Economic Impact**

4) **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, programs, etc.

5) **Profitability of the PEI**

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