



BILLY NUNGESSER
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF TOURISM

DOUG BOURGEOIS
ASSISTANT SECRETARY

May 4, 2021

Dear Louisiana Travel Partner:

Thank you for your interest in the Louisiana Office of Tourism's (LOT) Competitive Grant Program (CGP). Through the CGP, LOT awards grants to help fund marketing expenses associated with tourism events held throughout Louisiana. We recognize the importance of marketing local tourism events regionally, nationally, and even internationally to increase and improve out of state visitation and economic impact in all areas around the state.

The fiscal year 2021-22 grant round is now open to applicants who produce tourism events held **July 1, 2021 – June 30, 2022**. Applications must be received a minimum of 90 days prior to the start of the Tourism Event. Please read the provided information and guidelines carefully and follow all instructions.

Should you have any questions about the CGP, please contact Lynne Coxwell at 225.342.2876 or at coxwell@crt.la.gov. We wish you much success with your event and thank you for your commitment to promote tourism in our great state.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Bourgeois".

Doug Bourgeois
Assistant Secretary
Louisiana Office of Tourism

**LOUISIANA OFFICE OF TOURISM
FY22 COMPETITIVE GRANT PROGRAM (CGP)
TOURISM EVENT MARKETING APPLICATION AND GUIDELINES**

I. PURPOSE

The mission of the Louisiana Office of Tourism (“LOT”) is to promote tourism in Louisiana. The goal of the LOT Competitive Grant Program (“CGP”) 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 economy. Through the CGP, the LOT provides matching grants to reimburse a percentage of the actual cost of Qualifying Marketing Expenses associated with the promotion of a tourism event.

II. DEADLINE: Applications must be received at least 90 days before the Tourism Event is scheduled to begin

III. GUIDELINES

A. ONE GRANT AWARD PER EVENT, PER GRANT YEAR

- (1.) The LOT will award only one CGP grant per Tourism Event, per Grant Cycle, July 1, 2021 – June 30, 2022.
- (2.) The maximum grant award in the FY 21-22 Grant Cycle is \$10,000.

B. PAYMENTS

- (1.) A Grantee is eligible to receive reimbursement of 50% of the total cost of pre-approved **Qualifying Marketing Expenses** associated with the promotion of a **Tourism Event** up to the maximum amount of the grant award (e.g., a \$1,000 Qualifying Marketing Expense is eligible for reimbursement of \$500).
- (2.) A Grantee is eligible to receive reimbursement of 66% of the total cost of pre-approved **Qualifying Marketing Expenses** associated with the promotion of a **First-Time Tourism Event** up to the maximum amount of the grant award (e.g., a \$1,000 Qualifying Marketing Expense is eligible for reimbursement of \$660.00).
- (3.) After the Tourism Event, a single payment will be made on a reimbursement basis upon the Grantee’s submission of an invoice, final report, and appropriate supporting documentation of expenses.
- (4.) The LOT will only reimburse actual dollars expended. Grantees cannot be reimbursed for the cost of goods and/or services that were received via trade, donation, or in-kind.
- (5.) No state funds from any source may be used for the mandatory cash match.

C. ELIGIBILITY – A Grantee may use funding received through a CGP grant for reimbursement of pre-approved Qualifying Marketing Expenses associated with marketing a Tourism Event.

(1.) TOURISM EVENT

- (a.) A “Tourism Event” is a time-bound, non-continuous activity that attracts visitors from beyond a 50-mile radius of the event and creates a positive perception of Louisiana as a tourism destination.

A Tourism Event is distinguished from a community event by its ability to attract a significant percentage of its attendees from outside a 50-mile radius of the Tourism Event.

The nature of the event, the name of the event, its location, how the event is marketed, the intended audience, and how the organizers plan to measure performance/success are all examples of information that can be used by the LOT to determine whether the activity is a Tourism Event.

- (b.) A “First-Time” Tourism Event is a Tourism Event that:
 - (i.) has not occurred in the past five (5) years, and
 - (ii.) has never received CGP or sponsorship funding from the LOT.

The Applicant must submit a letter from the local Convention and Visitors Bureau or Destination Marketing Organization certifying that the Tourism Event is a “First-Time” Tourism Event.

- (c.) The Tourism Event must take place between July 1, 2021 and June 30, 2022.
- (d.) The Tourism Event must take place in Louisiana.
- (e.) Illustrative examples of eligible and ineligible events:

Eligible Tourism Events	Ineligible Tourism Events
<ul style="list-style-type: none"> • Fairs and Festivals • Tourism Events that will bring future travel to Louisiana (e.g., Society of American Travel Writers) • Competitions or Sporting Events – regional, national, or international championships or competitions held in Louisiana that draw participants from at least three (3) states or from another country • Grand Opening of a brand new Louisiana tourism attraction • Other events determined by the LOT to fulfill the goals and objectives of this CGP 	<ul style="list-style-type: none"> • Award Ceremonies • Church events • Conferences and conventions with the exception of national tourism media conferences held in Louisiana • Events held in multiple areas of the state (e.g., Mardi Gras, holiday parades, MLK or 4th of July celebrations, parish fairs, sports tournaments) • Fundraisers • Family reunions • Anniversary celebrations • Additions, refurbishments, or new exhibits to an attraction • Sweepstakes Promotions

(2.) QUALIFYING MARKETING EXPENSES

- (a.) To be eligible for the CGP funding, qualifying advertisement(s) must run in eligible media outlets between July 1, 2021, and June 30, 2022.
- (b.) Expenses incurred or conducted **prior** to July 1, 2021, **cannot** be reimbursed.
- (c.) Only the cost of media placement of the advertisement(s) (i.e., not production cost) is eligible for reimbursement through a Program grant.
- (d.) To be eligible for the CGP funding, the creative (e.g., artwork, broadcast ads, interactive ads, radio scripts) must be submitted to the LOT for approval prior to placement. The review is to ensure compliance and

eligibility. Creative that does not receive approval prior to placement may not be eligible for reimbursement.

- (i.) The Grantee shall submit all creative for approval to the LOT Grant Monitor, Lynne Coxwell, coxwell@crt.la.gov or assigned designee.
- (ii.) Artwork for use in print media and internet banner advertisements must be submitted in actual size.
- (iii.) In the creative, use of the official tourism logo “Louisiana: Feed Your Soul” (“Logo”) with the Web Address shall comply with the DCRT Style Guide for Logo Use.



LouisianaTravel.com

- (iv.) The DCRT Style Guide for Logo Use is available here: <https://www.crt.state.la.us/publications/document-archive/index>.
 - (v.) The Grantee will be notified of any changes to the Logo or the DCRT Style Guide for Logo Use.
- (e.) Illustrative examples of eligible and ineligible media outlets and marketing expenses:

Qualifying Media / Marketing Expenses

- Newspapers
- Magazines
- Billboards (located outside Louisiana; along interstate)
- Radio (must include the phrase, “Visit LouisianaTravel.com to plan your trip today.”)
- Television (Logo must be visible for at least 4 seconds.)
- Banner ads on travel websites (e.g., Kayak.com; Expedia.com) and websites directly connected to an eligible media outlet (e.g., SouthernLiving.com, DallasNews.com).
- Social media websites (e.g., Facebook, YouTube, Twitter, Instagram) with paid advertisements

Ineligible Marketing Expenses

- Consulting services
- Promotional items
- Event signage
- Direct mail
- Documentaries
- Maps, brochures, rack cards, flyers, or posters
- Media production, design, or editing expenses
- Interactive advertising on LouisianaTravel.com
- Search Engine Marketing (SEM) and Search Engine Optimization (SEO)
- Printing expenses
- Annual guides, planners, and directories
- Marketing promotional videos

- (f.) Grantees should be aware that the LOT has the option of designating which of the Grantee’s proposed activities and expenditures in Attachment B may be funded with the grant award.

D. ACKNOWLEDGEMENT – In addition to including the Logo in pre-approved qualifying marketing expenses funded through a CGP grant, the Grantee is also responsible for ensuring that the LOT is acknowledged as an Official Sponsor of the Tourism Event at a level that is commensurate with the acknowledgement provided to other sponsors that provide event support at the same level. To the extent practical and feasible, acknowledgement shall include, but is not limited to, the following:

- (1.) The Grantee shall prominently display and include the Logo and hyperlink the official tourism website, LouisianaTravel.com, on the official website(s) for the Tourism Event.
- (2.) The Grantee shall prominently display and include the Logo in television broadcasts, news releases, publicity events, printed publicity materials, and other advertising and publicity for the Tourism Event, regardless of media.
- (3.) The Logo shall be used in accordance with the DCRT Style Guide for Logo Use.
- (4.) For radio broadcast announcements and scripts, the Grantee shall include the phrase, ***“Visit LouisianaTravel.com to plan your trip today.”***
- (5.) The Grantee shall provide speaking opportunities for a DCRT representative at the Tourism Event and related activities.

IV. HOW TO APPLY

A. APPLICATION PACKET*

Applicant must submit **one (1) original and one (1) copy – two (2) total*** of each:

- ✓ Completed Application Form
- ✓ Tourism Event Marketing Plan (Attachment A of the application)
- ✓ Tourism Event Media Plan (Attachment B of the application)
- ✓ Comprehensive Tourism Event Budget** (Attachment C of the application)
*** Event Budget must reflect the upcoming Tourism Event*

***NOTE:** Please do not submit applications in report covers or bound booklets. Instead, staple or clip applications together.

B. SUPPORTING DOCUMENTATION

Applicant must submit **one (1) copy**, with original application, of each of the below:

- ✓ Completed and signed W-9 tax form
<https://www.crt.state.la.us/channelz/e-forms/purchasing/fw9.pdf>
- ✓ Letter of Good Standing from the Louisiana Secretary of State's Office (private entities only, e.g., for-profit and nonprofit corporations, limited liability companies)
<http://www.sos.la.gov/BusinessServices/SearchForLouisianaBusinessFilings/OrderDocumentsAndCertificates/Pages/default.aspx>
- ✓ Signed Board Resolution of Authority indicating that the signatory is authorized to enter into an agreement with the Louisiana Office of Tourism, **if the Applicant is a nonprofit or for-profit corporation (not required of LLC's)**. The Board Resolution must be passed/signed by January 1, 2021 or after. Sample is provided in Attachment D of the application.

C. TO APPLY

Mail or Email your application to one of the below addresses:

Mailing Address:
Lynne Coxwell
Competitive Grant Program
Louisiana Office of Tourism
P.O. Box 94291
Baton Rouge, LA 70804-9291

Physical Address for Express Mail / Hand-delivery:
Lynne Coxwell
Competitive Grant Program
Louisiana Office of Tourism
1051 N. Third St., Room 347
Baton Rouge, LA 70802

OR

Email Address:
Send all copies via email to lcoxwell@crt.la.gov.

V. EVALUATION CRITERIA

All timely, complete, and eligible applications will be reviewed, ranked, and recommended for funding based upon the evaluation criteria listed here. The LOT may also consider such factors as past performance and cooperation with program guidelines for previous LOT grant/sponsorship recipients, and other relevant factors.

A. TOURISM EVENT – The LOT will evaluate the degree to which:

- (1.) The Tourism Event will benefit the state, generally;
- (2.) The Tourism Event will produce specific, quantifiable results including but not limited to estimated and past attendance, registration/participation numbers, admissions revenue,

registration fees collected, number of hotel room nights/occupancy rates/ADR (average daily rate), food and beverage tax, and average visitor spending;

- (3.) The Applicant has a sound plan to measure achievement of objectives;
- (4.) The Tourism Event will generate significant economic impact to the local area, state, and/or region;
- (5.) The Tourism Event will deliver a strong return on investment (ROI) for the economy; and
- (6.) The Applicant can deliver a quality experience relative to the Applicant's available resources.

B. MARKETING PLAN – The LOT will evaluate the degree to which the Applicant's Marketing Plan is:

- (1.) Strategic, so that the Plan reflects a design to achieve the Event's goals and measurable objectives.
- (2.) Targeted to create results (i.e., is able to attract visitors from outside a 50-mile radius of the Tourism Event)
- (3.) Realistic in the Plan's goals and have specific/measurable objectives. (Example 1: Goal: increased attendance at XYZ Festival. Measurement(s): number of tickets to the festival sold; food and beverage revenue collections at the festival; hotel occupancy rates during the dates of the festival. Example 2: Goal: increased visitation to destination / parish. Measurement(s): hotel/motel tax collections; number of visitors to information center).
 - (a.) Stated goals must have measurable objectives. "Increased awareness of destination / parish" is not an acceptable goal. Baseline measurements must be provided in the final report, so Applicant must be prepared to provide year-over-year statistics for stated measurements.

C. MEDIA PLAN – The LOT will evaluate the degree to which the Applicant's Media Plan is:

- (1.) Thorough and concise (e.g., includes specific media, placements, timelines of advertising, cost of media, circulation rate/audience reach, and target markets).
- (2.) Compliant with CGP Guidelines.
- (3.) Includes Qualifying Marketing Expenses that meet all eligibility requirements.
 - (a.) The CGP will not fund more than a Grantee's eligible percentage of its pre-approved Qualifying Marketing Expenses.
 - (b.) Advertising and marketing must be directed outside a 50-mile radius of the Tourism Event
 - (c.) Billboards placement shall be placed outside of Louisiana and along the interstate.

D. EVENT BUDGET – The LOT will evaluate whether the Applicant's Event Budget:

- (1.) Lists all revenues and expenses associated with the Tourism Event.
 - (a.) Budget expenses and revenue category names listed in Attachment C, Comprehensive Tourism Event Budget Sample, represent a typical budget and may not be applicable to all Tourism Events. Budget category names may be adjusted to reflect actual expense and revenue items for the Tourism Event.
- (2.) Reflects a "true need" for funding.

E. SPONSORSHIPS – The LOT will evaluate the extent to which the Tourism Event will involve third party support, including **Sponsorships** that leverage additional public/private investment to ensure a successful Tourism Event.

A "Sponsorship" is an agreement between the Grantee and another organization whereby the organization provides in-kind services or monetary support for an event.

VI. GRANT AWARDS

- A. Applicants will be notified by email of the status of their award request.
- B. A grant award is subject to execution of a grant agreement (“Grant Agreement”).
- C. The Grant Agreements will include the CGP guidelines, reporting requirements, audit requirements, the approved Marketing and Media Plans and Comprehensive Event Budget, and other terms and conditions. Refer to Attachment E, Sample Grant Agreement.
- D. The Grantees will be required to submit an electronic file including the Marketing Plan, Media Plan, and Comprehensive Event Budget before a Grant Agreement can be prepared and executed.
- E. If the grant award is less than the requested grant amount, the Media and Marketing Plans and Event Budget must be revised and resubmitted to the LOT for review and approval before the Grant Agreement can be executed.
- F. The Grantee must return the signed Grant Agreement within thirty (30) days of receipt from the LOT. If the Grant Agreement is not received by the LOT within thirty (30) days, the grant award may be rescinded and the funds reallocated to another applicant or the LOT program.
- G. Grant awards are based on the approved Media and Marketing Plans and Comprehensive Event Budget. After the Grant Agreement is executed, changes are permitted, but changes must meet eligibility criteria and must be submitted in writing and approved by the Grant Manager, Lynne Coxwell, lcxwell@crt.la.gov or assigned designee.

LOUISIANA OFFICE OF TOURISM
COMPETITIVE GRANT PROGRAM – TOURISM EVENT MARKETING APPLICATION

I. EVENT AND APPLICANT BACKGROUND

Name of Event

Legal Name of Entity Applying for Grant

Date(s) of Event

Grant Award Requested from the LOT \$ (not to exceed \$10,000)

(Request should match the Media Plan, Attachment B)

Event Location Information

City Parish

Legislative District (information is available online at <http://www.legis.la.gov/legis/FindMyLegislators.aspx>)

LA Representative District LA Senate District US Congressional District

Primary Contact for Applicant (concerning this application)

Name

Title

Address

City State Zip

Phone Email

Website

Official authorized to apply for this grant and sign Grant Agreement for Applicant

Name

Title

Address

City State Zip

Phone Email

Website

II. ATTENDANCE

Estimated attendance for the Tourism Event taking place in FY22 (7/1/2021 - 6/30/2022).

Total attendance from previous year's Tourism Event (if applicable)

III. SUPPLEMENTAL QUESTIONS

- | | | |
|---|-----|----|
| A. Is this a First-Time Event? (If yes, attach a letter from the local DMO or CVB.) | Yes | No |
| B. Will there be a speaking opportunity for the DCRT at the Tourism Event?
If yes, when? | Yes | No |

(To schedule the event opportunity, fill out the form on <http://www.crt.state.la.us/lt-governor/request/index>.)

- | | | |
|--|-----|----|
| C. Is this Tourism Event produced in association with other organizations?
If so, please list all organizations involved. | Yes | No |
|--|-----|----|

- | | | |
|---|-----|----|
| D. Have you applied for or received any governmental or state entity assistance for your Tourism Event taking place in FY22 (7/1/2021 - 6/30/2022)?
If yes, please list sources and amounts. | Yes | No |
|---|-----|----|

- | | | |
|---|-----|----|
| E. Is the Tourism Event within the boundaries of the Atchafalaya National Heritage Area?
(link to Atchafalaya Heritage map http://atchafalaya.org/heritage-area-maps) | Yes | No |
|---|-----|----|

- F. Briefly provide any other information you deem relevant for the application evaluation.

IV. FILL OUT AND SUBMIT ATTACHMENTS A – D

- A. Attachment A – Tourism Event Marketing Plan (refer to page 11)
- B. Attachment B – Tourism Event Media Plan (refer to page 12-13)
- C. Attachment C – Comprehensive Tourism Event Budget (refer to page 14)
- D. Attachment D – Sample Board Resolution of Authority (refer to page 15)

V. SUPPORTING DOCUMENTATION TO SUBMIT

Applicant must submit one (1) copy of each:

- o Completed and signed W-9 tax form
<https://www.crt.state.la.us/channelz/e-forms/purchasing/fw9.pdf>
- o Letter of Good Standing from the Louisiana Secretary of State's Office (private entities)
<http://www.sos.la.gov/BusinessServices/SearchForLouisianaBusinessFilings/OrderDocumentsAndCertificates/Pages/default.aspx>
- o Signed Resolution of Authority, indicating that the signatory is authorized to enter into an agreement with the Louisiana Office of Tourism. Sample available in ATTACHMENT D. The Board Resolution must be passed/signed January 1, 2021 or after.

I have read and understand all Louisiana Office of Tourism Competitive Grant Program Guidelines. If awarded a grant, I agree to all the guidelines and terms listed in the application and understand that failure to comply will result in disqualification or forfeiture of grant funds.

Authorized Official, Print Name

Authorized Official, Signature

Date

Staff Use Only

_____ Date application received

_____ Eligible Tourism Event

_____ Application complete

This form should be typed (saved as a Microsoft Word document), using headings below, and will needed to be submitted for grant agreement insertion.

ATTACHMENT A – TOURISM EVENT MARKETING PLAN

- 1.) **Tourism Event Description** - Narrative, including background of Tourism Event.
- 2.) **Goals and Objectives** - Specific goals and measurable objectives for Tourism Event (e.g., out-of-state attendance).
- 3.) **Target Audience(s)** - Describe target audience for Tourism Event.
- 4.) **Additional Deliverables** - Any element of visibility or opportunity for the LOT to leverage its support of this Tourism Event (e.g., Tourism Event signage with the Logo recognizing the LOT for its sponsorship of the Tourism Event).
- 5.) **Performance Measures** - Specific, quantifiable tracking and evaluation measures for the Tourism Event. Describe your plan to measure achievement of objectives.

Form should be replicated as given below, saved as a Microsoft Word document, and will needed to be submitted for grant agreement insertion.

ATTACHMENT C – COMPREHENSIVE TOURISM EVENT BUDGET (2021-2022)

Name of Organization: _____

Name of Tourism Event: _____

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. Add and remove line items as needed.

Sources of Revenue	Total Amount
Cash on Hand	\$
Admission/Ticket Sales	\$
Participant and Entry Fees	\$
Vendors	\$
Other earned income (itemized)	\$
Itemized income	\$
Federal Grants	\$
Listed source	\$
State Grant	\$
Listed source	\$
Community/Foundation Grants	\$
Listed source	\$
Corporate Support	\$
Fundraising	\$
LOT Grant	\$
In-kind Donations	\$
Total Expected Revenue	\$

Anticipated Expenses

Please provide a comprehensive Tourism Event Budget for the entire project. Add and remove line items as needed.

Expense Categories	Total Amount
Entertainment – Artist Fees	\$
Professional & Contract services Sound, Lights	\$
Logistics Expense – Shipping, Transportation, etc.	\$
Insurance	\$
Facility Rental	\$
Security Services	\$
Marketing and Advertising	\$
Promotional Items	\$
Office Supplies	\$
Hospitality and Culinary Services (Staff)	\$
Food and Beverage	\$
Total Expense	\$

(Tourism Event Budget categories listed above reflect a typical budget and may be adjusted by the State and/or recipient to reflect actual categories necessary for each individual Tourism Event.)

ATTACHMENT D – BOARD RESOLUTION OF AUTHORITY

[Organization Letterhead]

Meeting of the Board of Directors

of

[Name of organization]

A meeting of the Board of Directors of _____ was held on _____,
[Organization name] [Date]

whereby a resolution was passed authorizing _____
[Name and Title of individual authorized to sign
contracts/agreements on behalf of organization]

by his/her signature, to enter into any and all contractual obligations on behalf of the [organization name].

Secretary and/or Treasurer

President and/or Chairperson

ATTACHMENT E

Sample Grant Agreement – Template

Grantee:

Grant Amount:

PO#:

**STATE OF LOUISIANA
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
OFFICE OF TOURISM
GRANT AGREEMENT
FY22 COMPETITIVE GRANT PROGRAM**

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 (legal name of Grant recipient), (address, phone) (hereafter sometimes referred to as “Grantee”) do hereby enter into this agreement (“Agreement”) under the following terms and conditions.

1.0 SCOPE OF SERVICES

Through the Competitive Grant Program (CGP), the Louisiana Office of Tourism provides matching grants to reimburse a percentage of the actual cost of Qualifying Marketing Expenses associated with the promotion of a Tourism Event.

1.1 Tourism Event Marketing.

- 1.1.1 In accordance with the CGP’s goal, the Grantee hereby agrees to market the [Name of Tourism Event] scheduled to be held [dates] in [location] as set forth in the LOT-approved Marketing Plan, Media Plan [Exhibits A1 and A2], Event Budget (Exhibit B), and CGP Guidelines (<http://www.crt.state.la.us/tourism/industry-partners/grants/index>), which by this reference are incorporated herein.

1.2 Qualifying Marketing Expenses.

- 1.2.1 Upon completion of the Tourism Event and as set forth in greater detail in the Payment Terms, the Grantee may request reimbursement up to 50% of actual incurred costs for Qualifying Marketing Expenses. (Grantees that are hosting First-Time Events may request reimbursement of up to 66% of actual incurred costs for Qualifying Marketing Expenses.)
- 1.2.2 Qualifying Marketing Expenses are defined in the CGP Guidelines. Qualifying Marketing Expenses include the actual placement cost of media that is specifically targeted or directed to areas located outside of a fifty (50)-mile radius of the Tourism Event. The LOT will not reimburse the Grantee for costs that are associated with ad creation or media production. The 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. The total reimbursement shall not exceed the total amount of the LOT-approved grant

award. The Grantee must include the Logo and tourism taglines in advertisement and promotional videos, in accordance with the CGP Guidelines and the DCRT Style Guide for Logo Use.

1.3 Pre-Approval of Creative.

- 1.3.1 At least seven (7) business days prior to placing the media, the Grantee shall submit to the Grant Monitor for approval all creative artwork and broadcast scripts. The LOT must review and approve the creative prior to placement to ensure compliance and eligibility of the Qualifying Marketing Expenses.

1.4 The LOT as Official Sponsor of Tourism Event.

- 1.4.1 The Grantee shall acknowledge the LOT as an official sponsor of the Tourism Event as set forth herein and in the CGP Guidelines.

1.5 Changes to Agreement.

- 1.5.1 The Grantee may submit a written request, by mail or email, to the Grant Monitor for proposed changes to the Media Plan, Marketing Plan, or Event Budget (Exhibits A1, A2, and B). The Grantee shall not request an increase in the maximum amount of the grant award. The Grant 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.

1.6 Communication/Compliance Monitoring.

- 1.6.1 Regular communication with the Grant 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 CGP Guidelines. The Grantee is required to submit a written notification to the Grant Monitor of any changes in the Grantee's contact information. Should a period of three (3) months or more lapse without the Grantee communicating with the State's Grant Monitor, the State may at its option initiate the process of revoking this grant and terminating this Agreement.
- 1.6.2 Upon request, the Grantee shall provide the State tickets and/or passes to the Tourism Event and related activities that are associated with the Tourism Event (if tickets are required for admission) in quantities necessary to monitor compliance.
- 1.6.3 The State's Grant Monitor for the LOT Competitive Grant Program is:
Lynne Coxwell or designee
Phone: 225-342-2876
Email: lcxwell@crt.la.gov
Mailing Address: P.O. Box 94291, Baton Rouge, LA 70804-9291

1.7 Deliverables

Deliverables include: Upon completion of the Tourism Event, the Grantee shall submit a Final Report as specified in Exhibit C. The Final Report may be mailed or delivered to the Grant Monitor. The Final Report form can be obtained by contacting the Grant Monitor. The Grantee shall complete each section of the Final Report, as applicable, which includes:

- 1.8.1 Section I – The Grantee’s Name and Contact Information
- 1.8.2 Section II - Reimbursable Media – Qualifying Marketing Expenses listed under the appropriate media categories of the actual expenses incurred by the Grantee.
- 1.8.3 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.
- 1.8.4 Section IV – Final Report Summary – Provide details of the outcome of the Tourism Event as noted in Exhibit C.

1.9 Agreement Monitor

- 1.9.1 The Agreement Monitor for the State is Lynne Coxwell, Director of Research for the Office of Tourism, or her designee, supervisor, or successor.

2.0 Payment Terms

- 2.1 The State agrees to reimburse the Grantee up to ___% of the actual incurred costs for Qualifying Marketing Expenses, including the actual placement cost of media that is specifically targeted or directed to areas located outside of a fifty (50)-mile radius of the Tourism Event.
- 2.2 It is anticipated that there will be a single payment made under this Agreement. No payment shall be made until after the Tourism 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 CGP Guidelines.
- 2.3 After completion of the Tourism Event, the Grantee shall deliver to the Grant Monitor an original invoice on organization letterhead, the Final Report (Exhibit C), and all supporting documentation for preapproved Qualifying Marketing 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:**
 - 2.3.1 be submitted on the Grantee’s official letterhead,
 - 2.3.2 contain the word “invoice,”
 - 2.3.3 not exceed 50% of incurred cost (66% for First-Time Events) up to the total amount of the grant award,
 - 2.3.4 reference the Tourism Event,
 - 2.3.5 be accompanied by supporting documentation for actual costs incurred, and
 - 2.3.6 be accompanied by the detailed Final Report (Exhibit C).
- 2.4 After verifying compliance with the terms of the Agreement, the Grant Monitor will authorize the payment of the invoice. Reimbursement usually takes four (4) to six (6) weeks from the date of the Grant Monitor’s receipt of the invoice.
- 2.5 The State may refuse payment and/or reconcile payment to the performance and/or supporting documentation in the event the premises and/or covenants described herein are not met.

- 2.6 The Grantee will not receive reimbursement for cancelled media or media purchased, but not placed by the Grantee.
- 2.7 Payment for services is also contingent upon final approval of this Agreement by the State and the continued availability of funds to fulfill the requirements of this Agreement.
- 2.8 The State reserves the right to reconcile the invoice to the supporting documentation. The State may reduce the payment in the event of any of the following: a) an expense submitted to the State for reimbursement, but not preapproved by the State; b) the request reflects reimbursements for non-qualifying expenses; c) the State has not been acknowledged as a sponsor in accordance with the terms of this Agreement and CPG Guidelines; d) inadequate supporting documentation for expenses; or e) noncompliance with terms of this Agreement.
- 2.8.1 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 Grant Monitor within thirty (30) days of notice of any defect.
- 2.8.2 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 CGP Guidelines. If it is determined by the State 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.

3.0 TAXES

- 3.1 The Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Grantee's obligation and identified under Federal tax identification number _____.
- 3.2 Before the Agreement may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Grantee is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Louisiana Department of Revenue (LDR). The Grantee shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Grantee resolving any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification. If the Grantee fails to resolve the identified outstanding tax compliance discrepancies within seven (7) days of notification, then the State may proceed with alternate arrangements without notice to the Grantee and without penalty.

4.0 TERMINATION FOR CAUSE

- 4.1 Should the State determine that the Grantee has failed to comply with the Agreement's terms, the State may terminate the Agreement for cause by giving the Grantee written notice specifying the Grantee's failure. If the State determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Grantee to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give

additional time for the Grantee to make the corrections or the State may notify the Grantee of the Agreement termination date.

4.2 If the Grantee seeks to terminate the Agreement, the Grantee shall file a complaint with the DCRT Undersecretary and the Chief Procurement Officer under La. R.S. 39:1673.

5.0 TERMINATION FOR CONVENIENCE

The State may terminate the Agreement at any time without penalty by giving thirty (30) days' written notice to the Grantee of such termination or negotiating with the Grantee a termination date. The Grantee shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

6.0 GRANT TERM

This Agreement shall begin on July 1, 2021, and shall terminate on June 30, 2022.

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1673.

8.0 OTHER REMEDIES

If the Grantee fails to perform in accordance with the terms and conditions of this Agreement, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Grantee, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Grantee and proceeding against any surety of the Grantee.

9.0 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the *FY22 COMPETITIVE GRANT PROGRAM (CGP) TOURISM EVENT MARKETING APPLICATION AND GUIDELINES*; and this Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

10.0 E-VERIFY

The Grantee acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Agreement.

11.0 RECORD OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to the Grantee by the State shall remain the property of the State, and shall be returned by the Grantee to the State, at the Grantee's expense, at termination or expiration of the Agreement. Copies of all material related to the Agreement and/or obtained or prepared by the Grantee in connection with the performance of the services contracted for herein shall become the property of the State, and shall be delivered by the Grantee to the State upon the State's request and at the Grantee's expense, at termination or expiration of the Agreement.

12.0 GRANTEE’S COOPERATION

The Grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This duty applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Grantee shall neither limit nor impede the State’s right to audit, nor shall the Grantee withhold State-owned documents.

13.0 ASSIGNABILITY

13.1 The Grantee may assign its interest in the proceeds of this Agreement to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Grantee shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Grantee and will not be obligated to direct payments to the assignee until the State has processed the assignment.

13.2 Except as stated in the preceding paragraph, the Grantee shall transfer any interest in the Agreement by assignment, novation, or otherwise, only with prior written consent of the State. The State’s written consent of the transfer shall not diminish the State’s rights nor the Grantee’s responsibilities and obligations.

14.0 RIGHT TO AUDIT AND RECORD RETENTION

14.1 Any authorized agency of the state government (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the federal government has the right to inspect and review all books and records pertaining to services rendered under this Agreement for a period of five (5) years from the date of final payment under the Agreement and any subgrant. The Grantee and its subgrantee(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The Grantee and subgrantee(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

14.2 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. R.S. 24:513 H (2)(a)).

14.3 Pursuant to La. R.S. 24:513(J) (1) (c), the financial statements of the Grantee shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$75,000 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000 or less in funds for the fiscal year.
More than \$75,000 but less than \$200,000	The Grantee shall obtain an annual compilation of its financial statements, with or without footnotes, in accordance with the <i>Louisiana Governmental Audit Guide</i> . At its discretion, the legislative

	auditor may require an audit of the Grantee's books and accounts.
\$200,000 or more but less than \$500,000	The Grantee shall obtain an annual review of its financial statements to be accompanied by an attestation report in accordance with the <i>Louisiana Governmental Audit Guide</i> . At its discretion, the legislative auditor may require an audit of the Grantee's books and accounts.
\$500,000 or more	The Grantee shall obtain an annual audit.

15.0 FISCAL FUNDING

The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement. 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.

16.0 NON-DISCRIMINATION

- 16.1 The Grantee agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; 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; and the Americans with Disabilities Act of 1990.
- 16.2 The Grantee agrees not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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.

17.0 CONFIDENTIALITY

- 17.1 The Grantee shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Grantee in carrying out this Agreement. The Grantee shall use protecting measures that are the same or more effective than those used by the State. The Grantee is not required to protect information or data that is publicly available outside the scope of this Agreement; already rightfully in the Grantee's possession; independently developed by the Grantee outside the scope of this Agreement; or rightfully obtained from third parties.
- 17.2 Under no circumstance shall the Grantee discuss and/or release information to the media concerning this project without prior express written approval of the State.

18.0 CONTINUING OBLIGATION

The Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

19.0 ELIGIBILITY STATUS

Upon request, the Grantee, and each tier of subgrantee, if any, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

20.0 CODE OF ETHICS

The Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) may apply to the Grantee in the performance of services called for in this Agreement. The Grantee agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

21.0 GRANT AGREEMENT APPROVAL

This Agreement is not effective until executed by all parties and approved by the DCRT Undersecretary, in accordance with La. R.S. 39:1595.1.

22.0 INDEMNITY AND INSURANCE

22.1 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 intentional, reckless, or negligent act or omission, operation, or work of the Grantee, its agents, servants, or employees while engaged upon or in connection with the services or activities performed by the Grantee hereunder.

22.2 The Grantee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false, or fraudulent.

23.0 AMENDMENTS

Any modification to the provisions of this Agreement shall be in writing, signed by all parties, and approved by the required authorities.

24.0 FORCE MAJEURE

Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Agreement if caused by an act of God, war, pandemic, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing, but due diligence shall be used in mitigating any losses.

25.0 SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

26.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

26.1 This Agreement, including the Exhibits hereto and the Grantee's Grant Application constitute the entire Agreement between the parties with respect to the subject matter.

26.2 In the event of any inconsistent or inconsistent or incompatible provisions, this signed Agreement shall take precedence, followed by _____.

SAMPLE

COMPETITIVE GRANT APPLICATION
GRANT CYCLE JULY 1, 2021- JUNE 30, 2022

The parties agree and consent to the use of electronic signatures for the purposes of executing the Agreement and any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

THUS DONE AND SIGNED AT _____, Louisiana, on this day, _____, (month), _____, 2021.

WITNESSES' SIGNATURES:

Sign: _____

Print: _____

Sign: _____

Print: _____

GRANTEE ORGANIZATION

[Type Name of Authorized Person]

[Type Authorized Person's Title]

[Type Name of Grantee Organization]

[Type Contact Information]

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on this day _____, (month), _____, 2021.

WITNESSES' SIGNATURES:

Sign: _____

Print: _____

Sign: _____

Print: _____

Department of Culture, Recreation and Tourism

Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this day, _____, (month), _____, 2021.

WITNESSES' SIGNATURES:

Sign: _____

Print: _____

Sign: _____

Print: _____

Department of Culture, Recreation and Tourism

Nancy Watkins, Undersecretary

Exhibit A 1

Insert LOT-Approved Marketing Plan

SAMPLE

Exhibit A2

Insert LOT-Approved Media Plan

SAMPLE

Exhibit B

Insert-Event Budget

SAMPLE

Exhibit C
Louisiana Office of Tourism Competitive Grant Program
Final Report Form FY 22

SECTION I: The Grantee’s Contact Information

Name of Event: _____

Event Date: _____

Organization: _____

Grant Amount: _____

Primary Contact: _____

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 Tourism Event. Qualifying Marketing Expenses include the actual placement costs of media, but not 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 grant award. *List only Qualifying Marketing Expenses eligible for reimbursement through the LOT Competitive 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 (included Social Media ads) / Web Banners

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

Grantees grand total spent on Qualifying Marketing Expenses	\$
Requested amount to be reimbursed (50% or 66% for First-Time Events) of Qualifying Marketing Expenses, not to exceed grant award	\$
<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 Style Guide for Logo Use and be a Qualifying Marketing Expense as listed in the LOT Competitive Grant Application and Guidelines.

- **Proof of Charge from Vendor:** Submit itemized media invoice listing the date, description, and dollar amount for media purchased. If media is purchased from a third party (e.g. media buying house or advertising agency), the 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 - (the LOT Agreement 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 Tourism Event, taking into consideration the goals, objectives, measures of performance, and the impact that the Tourism Event had on tourism in the area and the state, which should include the five (5) headings below:

- 1) **Objectives Achieved** – List specific advertisements and explain the effectiveness of each in achieving the State’s goals and objectives as stated on page 1 of this Agreement.
- 2) **Measurements of Performance** – Provide the following: estimated attendance, admissions revenue, the number of vendors working the Tourism Event and amount of vendor registration fees.
- 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 is 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 Tourism Event, and the total estimated income generated from sales, vendor registrations, and entry fees, if applicable.

GRANT APPLICANT CHECKLIST

Please attach checklist to front of application.

Applicant must submit **two (2) copies of each, as a packet:**

- Completed Application Form**
- Tourism Event Marketing Plan (Attachment A)**
- Tourism Event Media Plan (Attachment B)**
- Comprehensive Tourism Event Budget (Attachment C)**
(Event Budget must reflect upcoming event, not a past event)

- Please do not submit applications in report covers or bound booklets. Instead, staple or clip application packets together.

Applicant must submit **one (1) copy, with original application, of **each** below:**

- Completed and signed W-9 tax form.**
- Letter of Good Standing** from the Louisiana Secretary of State's Office (Corporations and Limited Liability Companies).
- Signed Board Resolution of Authority.** This document indicates that the signatory is authorized to apply for this grant and to enter into an agreement with the LOT on behalf of the Applicant. For corporations, the document should be endorsed by two members of the Applicant's board of directors, usually the president or chairman and the secretary (the treasurer may also sign for the secretary). The Board Resolution must be passed/signed January 1, 2021 or after. See Attachment D.