

DEPARTMENT OF CULTURE, RECREATION AND TOURISM STANDARD OPERATING PROCEDURE

SPONSORSHIPS

PURPOSE

The purpose of this Operating Procedure (OP) is to establish procedures and guidelines for the Department of Culture, Recreation and Tourism (Department or DCRT) to ensure that all sponsorships are processed and approved timely, accurately, and consistently across agencies, and in accordance with applicable law. This OP should be evaluated and updated regularly to ensure the OP reflects best practices and agency needs, is understood by those who play a role in its implementation, and to verify that the OMF Contracts and Grants Section, the OMF Fiscal Services Section, and the agencies they serve are able to carry out their responsibilities efficiently and in accordance with applicable law.

OVERVIEW

The OMF Budget Unit of the Fiscal Section is responsible for monitoring and finalizing all processes that pertain to the Department's revenue and expenditures. The accounting personnel within the OMF Fiscal Section function as the financial liaisons between vendors, contractors, staff, and other administrative offices on financial matters related to the input and finalization of these processes.

The OMF Contracts and Grants Section is responsible for the review and approval of most contracts, grants, and other agreements that require the signature of the Undersecretary (including contracts for professional, personal, and consulting services; cooperative endeavor agreements; grant agreements; and sponsorship agreements; but excluding contracts for purchases of goods, technology, and other services; sales and leases of the Department's property; servitudes; loan and donation agreements). The Undersecretary determines which documents require review and approval by the OMF Contracts and Grants Section.

Sponsorships are a type of advertising. No competitive process is required for advertising (Executive Order JBE 2016-39 Section 5 #24). All expenditures of public funds and use of public resources must be evaluated in the context of the *Cabela's* Standard.

DEFINITIONS

Sponsorship – A sponsorship is a form of advertising in which a sponsor provides support for an event, organization, person, project, facility, or program in order to obtain positive publicity (e.g., through the right of association, through advertising on-site and in associated publicity, through recognition, etc.) and other benefits.

Distinctions:

- Sponsorship is not the same as **philanthropy**. Philanthropy involves donations to causes that serve the public good and that may not yield any return — branding or otherwise — to a donor. A public agency may not engage in philanthropy because gifts

of the funds, credit, property, or things of value to the state are generally prohibited (La. Const. Article 7, Sec. 14(A)).

- Sponsorship is not the same as a procurement of goods and/or services. Procurements of goods and/or services must be handled in accordance with the Louisiana Procurement Code (La. R.S. 39:1551 et seq.), and related rules and policies.
- Sponsorship is not the same as a contract for construction, repair, and/or improvement of a public entity's immovable property (i.e., public works). Public works are handled in accordance with Public Bid Law (La. R.S. 38:2211 et seq.) and related rules and policies.
- Sponsorship is not the same as a government grant. A government grant is financial assistance provided to an eligible recipient for designated purposes that fulfill the Grantor's public purpose. A grant is awarded for activities and undertakings that are consistent with the grantor's mission. The grant agreement typically includes conditions that must be met, such as reporting performance or results. The funds are not expected to be paid back, though documentation may be required to prove funds were spent for their intended purpose. A government grant is distinguished from a direct appropriation, loan, and cooperative endeavor.
- Sponsorship is not the same as a cooperative endeavor. In a cooperative endeavor, there is substantial agency involvement in the project or activity (vs. a grant, where the agency's role is to administer the award). In a cooperative endeavor, the purpose is not advertising, though publicity benefits may result from the cooperative endeavor.

Cabela's standard* - In order for an expenditure of public funds or a transfer of property to be permissible under La. Constitution Art. VII, Sec. 14(A), which prohibits donations, a public entity must have the legal authority to make the expenditure and must show:

- (i) a public purpose for the expenditure or transfer that comports with the governmental purpose the public entity has legal authority to pursue;
- (ii) that the expenditure or transfer, taken as a whole, does not appear to be gratuitous; and
- (iii) that the public entity has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of public funds. The Cabela's standard places a strong emphasis on the reciprocal obligations between the parties to ensure that there is not a gratuitous donation of public funds or resources.

*See *Board of Directors of the Industrial Development Board of the City of Gonzales, Louisiana, Inc. v. All Taxpayers, Property Owners, Citizens of the City of Gonzales, et al.*, 2005-2298 (La. 9/6/06), 938 So.2d 11 (the "Cabela's" case), in which the Louisiana Supreme Court articulated the Cabela's standard of review governing La. Const. Art. VII, § 14(A).

DUTIES AND RESPONSIBILITIES

The appointing authorities for each agency (or their designees) are responsible for all fact-finding and analysis necessary to determine whether a sponsorship is appropriate for

recommendation. The appointing authority's determination shall consider the timing, cost, value, alignment with the agency's specific statutory purposes, any benefits to be derived, any risks to be mitigated, whether the proposed sponsorship meets the *Cabela's* standard, and whether the transaction satisfies the definition of "sponsorship."

The appointing authority (or his designee) is responsible for obtaining all necessary approvals (e.g., from the lieutenant governor or his designee) to proceed with the proposed sponsorship. Approvals may be written or verbal, though written approvals are recommended simply for record-keeping purposes.

The appointing authority (or his designee) is responsible for drafting the Sponsorship Agreement and all necessary supporting documents, obtaining approvals from the OMF Contracts and Grants Reviewer and DCRT General Counsel, circulating the duplicate originals of the sponsorship agreement for signature (with the routing sheet), providing OMF with the necessary information and documentation to encumber the funds (if any) in LaGov, monitoring the agreement, reviewing and approving invoices for payment (if any), ensuring that all of the State's obligations are fulfilled, and evaluating the outcome of the sponsorship.

The OMF Contracts and Grants Reviewer, in consultation with the DCRT General Counsel, is responsible for making the final determination of whether a Sponsorship Agreement is the correct mechanism to effect the transaction, whether the proposed Sponsorship Agreement contains all required terms and elements, and whether the Sponsorship Agreement is drafted properly.

FOR PREPARING AND PROCESSING SPONSORSHIP AGREEMENTS:

1. After the appointing authority (or his designee) has received all necessary approvals required to undertake a sponsorship, the appointing authority (or his designee) shall designate agency staff to prepare a Sponsorship Agreement using the forms and templates attached to this OP as exhibits.
2. The appointing authority (or his designee) is responsible for providing his agency staff with all of the information necessary to draft the Sponsorship Agreement, including information to confirm that the proposed transaction is a Sponsorship and meets the *Cabela's* standard.

Note: If there is a question about whether the transaction should be handled as a Sponsorship Agreement or something else, the appointing authority (or his designee) should meet with the OMF Contracts and Grants Reviewer and DCRT General Counsel to determine the most appropriate mechanism to handle the transaction.

3. The agency staff shall submit a draft of the proposed Sponsorship Agreement by email to the OMF Contracts and Grants Reviewer for review and approval, with a copy to the DCRT General Counsel.
4. After the proposed Sponsorship Agreement has been approved or conditionally approved by the OMF Contracts and Grants Reviewer, the agency staff shall submit the draft of the proposed Sponsorship Agreement to the DCRT General Counsel with a request to review and approve.

5. After the DCRT General Counsel has approved or conditionally approved the draft of the proposed Sponsorship Agreement, the agency staff shall finalize the Sponsorship Agreement in accordance with all notes and edits.

Note: Any additional changes or edits to the Sponsorship Agreement will require re-submission of the document for review and approval by the OMF Contracts and Grants Reviewer and DCRT General Counsel.

6. Agency staff shall work with the OMF Contracts and Grants Reviewer to prepare all necessary documentation required to obtain approvals and signatures.
7. After execution of the Sponsorship Agreement, the agency staff shall:
 - (a.) Provide the OMF Fiscal Section all necessary information and documentation necessary to encumber the funds (if any) in LaGov, and
 - (b.) Provide the OMF Contracts and Grants Section with an original of the executed Sponsorship Agreement for the OMF central contract file.
8. The **contract monitor** named in the Sponsorship Agreement is responsible for:
 - (a.) Monitoring and evaluating compliance and the effectiveness of the sponsorship in meeting the stated goals;
 - (b.) Reviewing, verifying, approving, and/or processing all deliverables and invoices;
 - (c.) Preparing and submitting all information and documentation required to close out the Sponsorship Agreement, including any final reports and/or evaluations that may be required; and
 - (d.) Creating and maintaining a list or inventory of any items received (e.g., tickets, passes, memorabilia, other sponsor benefits); determining whether the items are compliant (e.g., received timely, in the quantity specified, etc.); tracking how the items were used/distributed (e.g., to whom, for what purpose); and keeping a record of the location or disposition of any unused items.

EXHIBIT A

Initial Questionnaire for Proposed Sponsorships – For Internal Use

1. What is the agency proposing to sponsor (e.g., name the event, organization, person, project, facility, etc. hereafter “the sponsored activity”) and at what total cost to the agency (funding, in-kind goods and/or services, use of agency personnel, use of agency property, other) and in accordance with what payment terms?
2. List the who, what, when, and where of the sponsored activity and any other relevant details, e.g., Is there a website? A marketing plan? A record of success in some aspect that is relevant to OLG/DCRT (e.g., attendance, impressions, hotel room nights booked, scope or value of publicity)?
3. How would sponsorship achieve one or more of the agency’s statutory purposes (i.e., the “why” of the proposed sponsorship)? See Exhibit B for a non-exhaustive, non-exclusive list of the DCRT agencies’ statutory purposes. Cite the purpose served and explain the link between the sponsorship and the purpose.
4. List the relevant facts and assurances (and the sources of those facts and assurances) that the agency has relied upon to support a finding that the value of the public and governmental purposes and other benefits derived from the sponsorship will be greater than or equal to the value of the State’s sponsorship (e.g., What is the annual and/or projected visitation at the sponsored event/facility? Will the sponsored activity reach a special target demographic or audience? Will there be media coverage and if so, on what media channels reaching how many people and in what target markets?)
5. With whom would the agency contract (i.e., who is the payee/contractor)? What are the names and titles of the signatory, point of contact, contact information, and Tax Identification information for the payee/contractor?
6. Is the payee/contractor required to provide any goods or services for the agency or for the benefit of the agency? (If so, the transaction may actually be a procurement or a contract for professional, personal, or consulting services.) Note: If admission, tickets, parking passes, posters, event memorabilia, and/or promotional items are included in the sponsorship package, those items must be listed in the Sponsorship Agreement, tracked, and used for public purposes.

EXHIBIT B

Summary of the governmental purposes of funded programs/agencies within OLG/DCRT (rev. January 2016)

Office of Tourism (LOT) – Promote tourism. “The office of tourism shall develop and implement a program to promote the historical, cultural, recreational, and scenic legacy of the state, and all activities of the department, based on a master plan; shall 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; shall 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 shall cooperate with local tourist promotion and convention agencies...” R.S. 36:208.

Office of Cultural Development (OCD) – “The office of cultural development shall perform the functions of the state relating to the arts, historical and archaeological preservation, crafts, humanities, cultural heritages and traditions, and related cultural programs and activities assigned to it by law or by the secretary. The office shall be comprised of three divisions: the division of the arts as created by R.S. 25:891 et seq., the division of historic preservation as created by R.S. 25:911 et seq., and the division of archaeology as created by R.S. 41:1601 et seq.” R.S. 36:208(E).

The **Division of the Arts** shall perform and be responsible for the duties and functions of the state relating to the promotion of the arts, the cultural enrichment of the people of the state, the sustenance of artistic activity in and of the state of Louisiana, and providing technical assistance upon request. R.S. 25:894. (Includes Percent for Art).

The **Division of Historic Preservation** shall serve as the staff of the appointed state historic preservation officer (SHPO) for federal and state programs that pertain to historic buildings, structures, and places, e.g., nominations of properties to the National Register, maintaining a survey of all buildings in the state which are over 50 years old, administering the certified local governmental program, administering the Louisiana component of the HABS program, reviewing applications under Section 106 of the NHPA, administration (with LDR) of the state historic preservation tax incentive programs, implementing the Main Street Program, implementing a public information program regarding historic resources of the state, management of the federal Historic Preservation fund monies and state funds allocated for historic preservation grants, maintaining a register of historic cemeteries. R.S. 25:911-912.

The **Division of Archaeology** shall promulgate regulations concerning the recovery and study of archaeological remains which relate to the inhabitants, prehistory, history, government, or culture, in, on, or under any of the lands belonging to the state of Louisiana; function as legal custodian for all archaeological artifacts and objects of antiquity which have been recovered from state lands or donated from private lands (with exceptions for OSM and OSP); implementing a public information program regarding historic and pre-historic resources of the state, administer those portions of the NHPA relative to archaeology, and implementation of the Abandoned Shipwreck Act. R.S. 41:1604.

CODOFIL – The Council for the Development of French in Louisiana is created to preserve, promote, and develop Louisiana's French and Creole culture, heritage, and language.

Purposes include: (1) To oversee the development and expansion of the state's economic development and tourism activities designed to promote our French culture, heritage, and language. (2) To promote, develop, and oversee cultural and educational relations and exchanges within the state and between the state of Louisiana and other countries, provinces, and states that share Louisiana's historical French heritage, culture, and language. (3) To promote, support, and enhance French language immersion educational programs and instruction. (4) To develop a model French immersion program. (5) To increase the number of French immersion schools in the state. R.S. 25:651.

Office of the State Museum (OSM) – “The office of the state museum shall administer, manage, operate, and maintain the Louisiana State Museum, including all buildings, collections, and exhibitions of the Louisiana State Museum complex in New Orleans and other museums which may be established under the jurisdiction of the museum; except that the board of directors of the Louisiana State Museum shall continue to exercise its powers, duties, and functions with respect to accessions and deaccessions of museum properties and collections, and the members thereof shall continue to serve as trustees for the William Irby Trust.” R.S. 36:208(C).

Office of State Parks (OSP) – “The office of state parks is hereby authorized and directed to have as its purpose service to the people of Louisiana and their visitors by: (1) Preserving and protecting natural areas of unique or exceptional scenic value. (2) Establishing and operating parks that provide recreational use of natural resources and facilities for outdoor recreation in natural surroundings. (3) Portraying and interpreting plant and animal life, geology, and all other natural features and processes included in the various state parks. (4) Preserving, protecting, and portraying historic and scientific sites of statewide importance. (5) Performing functions of the state relating to outdoor recreation development and trails...” R.S. 56:1682.

Office of the State Library (OSL) – The office of the state library is created to “... plan and work toward a coordinated system of parish and regional libraries throughout the state (to provide) every citizen and resident of the state free library service of the highest quality consistent with modern methods and as may be justified by financial and economic conditions... (and) to coordinate and integrate the library service so as to afford the schools, colleges, and universities the best free library service possible by means of interloan arrangements, book exchanges, and the like.” R.S. 25:8 The office of the state library shall establish a system of deposit and distribution of state public documents (R.S. 36:208B) and is designated as the proper state agency to accept, receive, and administer any federal or state funds for the purpose of giving aid to libraries and providing educational library service for citizens in the state of Louisiana. R.S. 25:1.

Volunteer Louisiana Commission (its budget is in the OLG) – The purpose of the Volunteer Louisiana Commission shall be to: (1) Encourage community service as a means of community and state problem-solving. (2) Promote and support citizen involvement in government and private programs throughout this state. (3) Develop a long-term, comprehensive vision and plan for action for community service initiatives in this state. (4) Act as the state's policymaking body for the Corporation for National and Community Service. (5) Serve as the state's liaison to other national and state organizations which support its mission. R.S. 49:1112.

Atchafalaya Trace Commission (its budget is in LOT) – The purposes of the Atchafalaya Trace Commission include the following:

- (1) To protect the wet and wild nature of the Atchafalaya Basin.
- (2) To promote nature-based, scenic, cultural, historic, and other forms of heritage tourism.
- (3) To identify, strengthen, and link “gateway communities” surrounding the Atchafalaya Basin.
- (4) To improve transportation and communication facilities and access within the trace area.
- (5) To further develop family-oriented recreational facilities.
- (6) To preserve, enhance, protect, and interpret archaeological and historical sites and structures, architectural heritage, and cultural events, traditions, and lifeways.
- (7) To communicate the unique maritime cultural history of the Atchafalaya Basin and Atchafalaya Bay.
- (8) To develop environmental awareness and educational programs for residents and visitors.
- (9) To seek recognition and federal funding for the trace area as a National Heritage Area.
- (10) To recognize and interpret the unique contributions to the regional landscape of the oil and gas, marine and maritime, fishing and aquaculture, sugarcane, and cypress timber industries.
- (11) To promote and market the region through a variety of communications media including maps, guides, tapes, videos, advertisement, signage, and electronic media.
- (13) To promote scientific research and scholarly activities pertaining to the region's resources, economy, and lifeways.
- (14) To develop an integrated natural, scenic, cultural, and historic resource management plan for the trace area and assist appropriate federal, state, and local authorities in its implementation. The ATC efforts focus on the 14-parish Atchafalaya Trace area, which has been federally designated as a National Heritage Area. R.S. 25:1222.

Louisiana Byways Commission (its budget is in LOT) – The Louisiana Byways Program is established to designate and develop educational, historical, recreational, cultural, natural, and scenic routes along Louisiana's highways. R.S. 56:1948.1.

Louisiana Seafood Promotion and Marketing Board (its budget is in the OS) – The purpose of the LSPMB is “to enhance the public image of commercial fishery products, thereby promoting the consumption of these products and, further, to assist the seafood industry, including commercial fishermen and wholesale and retail dealers, in market development so as to better utilize existing markets and to aid in the establishment of new marketing channels. Attention to the promotion and marketing of non-traditional and underutilized species of seafood would be inherent in the purpose...” R.S. 56:578.1.

The Department of Culture, Recreation and Tourism’s general enabling legislation provides: “The Department of Culture, Recreation and Tourism, through its offices and officers shall be responsible for planning, developing, and implementing improved opportunities for the enjoyment of cultural and recreational activities by the people of Louisiana and for greater development of their cultural and physical potential. The department shall be responsible for the development, maintenance, and operation of library, park, recreation, museum, and other cultural facilities; the statewide development and implementation of cultural, recreational, and tourism programs; and planning for the future leisure needs of the people.” R.S. 36:201

EXHIBIT C
Sponsorship Agreement Sample – Funds will transfer

Sponsorship Agreement

This SPONSORSHIP AGREEMENT (“Agreement”) is made and entered into on the dates set forth below by and between **The Louisiana Open, Inc.** (“Contractor”) and the Louisiana Department of Culture, Recreation and Tourism, **Office of Tourism** (“State” or “Sponsor”) in accordance with the terms set forth herein and in Attachment A, which is by this reference incorporated herein.

1. Background

- 1.1 The Louisiana Office of Tourism is statutorily mandated to promote and assist in the expansion of tourism and the tourism industry of Louisiana by inviting visitors from this nation and foreign countries to visit Louisiana through ongoing promotional campaigns of information, advertising, and publicity to create and sustain an image and understanding of Louisiana that is responsible and accurate and by cooperating with public and private entities in activities that promote tourism. (La. R.S. 36:208, La. R.S. 51:1254-1255).
- 1.2 The 2018 Chitimacha Louisiana Open (“Event”) is scheduled to be held March 19 – 25, 2018, at the Le Triomphe Golf and Country Club in Broussard, Louisiana. The Event is part of the Web.com Tour which provides a pathway for professional golfers to qualify for PGA Tour memberships.
- 1.3 The Contractor has presented information and documentation to the State that approximately 150 participants from across the United States and from other countries are expected to travel to the Acadiana region to participate in the seven-day Event.
- 1.4 In consideration of the premises and covenants contained herein, the State has agreed to sponsor the Event in accordance with the terms and conditions set forth herein and in any attachments hereto, which are incorporated herein by reference.

2. Sponsorship Objective/Public Purpose

- 2.1 The purpose of this sponsorship is to support an event that will promote and assist in the expansion of tourism and the tourism industry.
- 2.2 This sponsorship will promote tourism and the tourism industry by:
 - a. Promoting the State’s tourism brand by featuring the official tourism logo “Louisiana: Feed Your Soul” (“Logo”) and official tourism website (LouisianaTravel.com) at the Event and in related publicity.
 - b. Attracting out-of-state and international visitors to the Acadiana region of Louisiana, which will increase economic activity in the region and generate additional taxes for local and state governments.

- c. Providing the State, its representatives, stakeholders, clients, media contacts, travel writers, policymakers, and/or others opportunities to participate in the Event and related promotional opportunities associated with the Event.
- d. Presenting a positive image of Louisiana as a unique and desirable travel destination for outdoor recreation to national and international audiences as a result of media coverage of the Event.

2.3 In reliance upon the data and/or information provided by the Contractor, the State has a demonstrable, objective, and reasonable expectation that the public benefits resulting from this sponsorship will be at least proportionate to the obligations undertaken by the State and that Louisiana's economy and tourism industry will benefit from this endeavor.

3. Sponsorship Amount: \$10,000.00

4. Payment Terms:

4.1 Subject to the premises and covenants herein and compliance with all terms of this Agreement, the State agrees to pay the Contractor a maximum amount of up to Ten Thousand Dollars and 00/cents (\$10,000.00).

4.2 Travel expenses shall not be paid under the terms of this Agreement.

4.3 Payment will be made following completion of the Event; the Contractor's timely submission of any required deliverables; and the State's receipt, review, and approval of an original invoice on the Contractor's letterhead.

4.4 The Contractor shall submit an original invoice to the Sponsor for payment as follows: DCRT, Louisiana Office of Tourism, C/O Karen Richardson, Contract Monitor, 1051 N. 3rd St., Third Floor, Baton Rouge, LA 70802 for courier mail or P.O. Box 94291, Baton Rouge, LA 70804 for US Mail.

4.5 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.

5. The Contractor agrees to provide the following Sponsor Benefits and Deliverables:

5.1 Placement of the Logo:

- a. At Hole 17 for each day of the Event. The Logo shall be featured on a customized, 12-foot flag at both the tee box and the green. The flag shall also include the web address for louisianatravel.com
- b. On the Daily Pairing Guide
- c. In rotation from March 19 – 25 on the five (5) LED Scoreboards strategically placed throughout the golf course
- d. On signage on the 18th green in the Skybox area

Logo use must be in compliance with the specifications at <http://www.crt.state.la.us/publications/document-archive/index>.
For LSPMB: <http://louisianaseafood.trumpetgroup.com/brand-assets/>

5.2 Tickets and Passes:

- a. Eight (8) Skybox passes per day
- b. Six (6) tickets to the Monday night event
- c. Six (6) tickets to the Tuesday night event
- d. Six (6) Clubhouse tickets
- e. Three (3) parking passes

All tickets and passes must be delivered to the Contract Monitor by or before March 10, 2018.

5.3 Reporting

The Contractor shall submit with the final invoice a Final Report in a format approved by the State. The Final Report shall document compliance and outcomes of the Event that pertain to the achievement of the sponsorship objective and public purposes.

6. Term

This Agreement shall begin on February 1, 2018, and shall terminate on April 30, 2018.

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

THUS DONE AND SIGNED AT Lafayette, Louisiana, on _____ (date).

WITNESSES: The Louisiana Open, Inc.

Signature: _____
Print name: Daniel G. Jones, Director
Address
Tax ID#

Signature: _____
Print name: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____ (date).

WITNESSES: Department of Culture, Recreation & Tourism

Signature: _____
Print name: Doug Bourgeois, Assistant Secretary
Office of Tourism

Signature: _____
Print name: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____ (date).

WITNESSES: Department of Culture, Recreation & Tourism

Signature: _____
Print name: Nancy Watkins, Undersecretary

Signature: _____
Print name: _____

Attachment 1
Additional Clauses

1. The **Contract Monitor** for this Agreement is **Karen Richardson, Contracts/Grants Reviewer Supervisor of the Louisiana Office of Tourism**, or her supervisor, designee, or successor.
2. The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be the Contractor's obligation and identified under the Federal tax identification number listed on the preceding page.
3. Any modification to the provisions of this Agreement shall be in writing, signed by all parties, and approved by the required authorities.
4. Any authorized agency of the state government (e.g. Office of the Louisiana Legislative Auditor, the Louisiana 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 subcontract. The Contractor and its subcontractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The Contractor and its subcontractor(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.
5. The State may terminate this Agreement at any time without penalty by giving thirty (30) days' written notice to the Contractor of such termination or by negotiating with the Contractor a termination date. The Contractor shall be entitled to payment for deliverables in progress to the extent the State determines that the work is acceptable.
6. Should the State determine that the Contractor has failed to comply with the Agreement's terms, the State may terminate the Agreement for cause by giving the Contractor written notice specifying the Contractor'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 Contractor 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 Contractor to make the corrections, or the State may notify the Contractor of the Agreement termination date. If the Contractor seeks to terminate the Agreement, the Contractor shall file a complaint with the State.
7. The Contractor 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 Contractor, its agents, servants, or employees while engaged upon or in connection with the services or activities performed by the Contractor hereunder.
8. Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1673.
9. If the Contractor 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 Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.
10. All records, reports, documents, and other material delivered or transmitted to the Contractor by the State shall remain the property of the State and shall be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Agreement. Copies of all material related to this Agreement and/or obtained or prepared by the Contractor in connection with the fulfillment of the terms of this Agreement shall become the property of the State, and shall be delivered by the Contractor to the State upon the State's request and at the Contractor's expense, at termination or expiration of this Agreement.

11. The Contractor 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 Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment. Except as stated here, the Contractor 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 Contractor's responsibilities and obligations.
12. The Contractor 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. The Contractor 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 Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.
13. 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, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), pandemic (or any government restrictions 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 ("Force Majeure Event"), but due diligence shall be used in mitigating any losses.
14. 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.
15. 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, (if applicable); 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.

If federal funds are involved, additional language may be required, e.g.

16. The Contractor agrees to abide by the requirements of the Drug-Free Workplace Act of 1988.
17. The Contractor shall not contract with or enter into any other agreement for goods or services, or any other purposes related to this Agreement with any suspended or debarred party.
18. By signing this Agreement, the Contractor certifies that it is not suspended or debarred.
19. The Contractor 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 this Agreement and debarment from future agreements.
20. The funds provided hereunder shall not be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or

designed to influence in any manner a legislator, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress or any state or local legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.

EXHIBIT D
Sponsorship Agreement Sample – No funds will transfer

Sponsorship Agreement

This SPONSORSHIP AGREEMENT (“Agreement”) is made and entered into on the dates set forth below by and between **Shreveport- Bossier Convention & Tourist Bureau** (hereinafter sometimes referred to as “Contractor”) and the Louisiana Department of Culture, Recreation and Tourism (hereinafter sometimes referred to as “State” or “Sponsor”).

1. Background

- 1.1 The Louisiana Seafood Promotion and Marketing Board (“LSPMB”) is an agency in the Department of Culture, Recreation and Tourism. The LSPMB was created to enhance the public image of commercial fishery products, thereby promoting the consumption of these products and, further, to assist the seafood industry, including commercial fishermen and wholesale and retail dealers, in market development so as to better utilize existing markets and to aid in the establishment of new marketing channels. (La. R.S. 56:56:578.1)
- 1.2 The 2018 Miss USA Pageant (“Pageant”) will be held in Shreveport, Louisiana. The Contractor is hosting the “Taste of Shreveport-Bossier” (“Event”) for the Pageant contestants, media, and other Event attendees. The Event will be held at the Remington Suite Hotel, Shreveport, Louisiana, on May 15, 2018.
- 1.3 The Contractor has presented information and documentation to the State that 250 to 300 people are expected to attend the Event; information, videos, and photos from the Event may be included in official publicity associated with the Pageant and the broadcast of the Pageant; and Event attendees, including the Pageant contestants, will be encouraged to use social media to post about activities associated with the Pageant, including their experiences at the Event.
- 1.4 In consideration of the premises and covenants contained herein, the State has agreed to sponsor the Event in accordance with the terms and conditions set forth herein and in any attachments hereto, which are incorporated herein by reference.

2. Sponsorship Objective/Public Purpose

- 2.1 The purpose of this sponsorship is to support an event that will promote the consumption of Louisiana seafood and assist in the expansion of the Louisiana commercial seafood industry.
- 2.2 This sponsorship will promote Louisiana seafood by:
 - a. Promoting the State’s Louisiana Seafood brand by featuring the official Louisiana Seafood logo (“Logo”) and name at the Event and in related publicity.
 - b. Providing Event attendees an opportunity to taste Louisiana seafood as prepared by a professional chef.

c. Providing the State an opportunity to address the Event attendees to promote Louisiana seafood as a premium brand.

2.3 In reliance upon the data and/or information provided by the Contractor, the State has a demonstrable, objective, and reasonable expectation that the public benefits resulting from this sponsorship will be at least proportionate to the obligations undertaken by the State and that the Louisiana Seafood brand and the Louisiana seafood industry will benefit from this endeavor.

3. Sponsorship Cost and Value

3.1 In consideration for the publicity and other Sponsor Benefits described above and subject to the Contractor's compliance with all terms of this Agreement, the Sponsor shall provide a chef and the seafood necessary for the chef's cooking demonstration at the Event.

3.2 The maximum cost to the State and the total estimated value of this sponsorship is \$6,500.00 as follows: Chef valued at \$2,500 and Louisiana seafood valued at \$4,000.

3.3 No funds will be transferred per the terms of this Agreement. The State will be responsible for all billings associated with the services of the professional chef and the Louisiana seafood necessary to fulfill the State's obligations. The type and amount of the seafood along with delivery terms will be coordinated between the Sponsor and the chef.

4. The Contractor agrees to provide the following Sponsor Benefits and Deliverables:

4.1 Two Sponsor banners will be displayed at the Event.

4.2 The Sponsor's Queen of Seafood, Chef Bonnie Breaux, will conduct a cooking demonstration assisted by the 2017 Miss USA and 2017 Miss Teen USA titleholders. In the event Chef Breaux is unavailable, the State may select another chef to provide the demonstration.

4.3 Media notices related to the Event will include the Sponsor's logo and the verbiage "Presented by the Louisiana Seafood Promotion and Marketing Board."

4.4 One or more representatives of the LSPMB will have the opportunity to address the attendees at the Event.

4.5 The Contractor shall submit with the final invoice a Final Report in a format approved by the State. The Final Report shall document compliance and outcomes of the Event that pertain to the achievement of the sponsorship objective and public purposes.

5. Term

This Agreement shall begin May 14, 2018, and shall terminate July 14, 2018.

THUS DONE AND SIGNED AT Shreveport, Louisiana, on _____ (date).

WITNESSES:

Shreveport-Bossier Convention & Tourist
Bureau

Signature: _____

Print name:

Stacey Brown, President

629 Spring St.

Shreveport, LA 71101

Tax ID: 72-0695867

Signature: _____

Print name:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____ (date).

WITNESSES:

Department of Culture, Recreation and
Tourism

Signature: _____

Print name:

Julie Samson, Chief of Staff

Office of the Lieutenant Governor

Signature: _____

Print name:

Attachment 1

Additional Clauses

1. The **Contract Monitor** for this Agreement is **Jordan Buras, Deputy Director, LSPMB**, or her supervisor, designee, or successor.
2. The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement, if any, shall be the Contractor's obligation and identified under the Federal tax identification number listed on the preceding page.
3. Any modification to the provisions of this Agreement shall be in writing, signed by all parties, and approved by the required authorities.
4. Any authorized agency of the state government (e.g. Office of the Louisiana Legislative Auditor, the Louisiana 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 subcontract. The Contractor and its subcontractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The Contractor and its subcontractor(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.
5. The State may terminate this Agreement at any time without penalty by giving thirty (30) days' written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress to the extent the State determines that the work is acceptable.
6. Should the State determine that the Contractor has failed to comply with the Agreement's terms, the State may terminate the Agreement for cause by giving the Contractor written notice specifying the Contractor'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 Contractor 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 Contractor to make the corrections, or the State may notify the Contractor of the Agreement termination date.
7. The Contractor 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 Contractor, its agents, servants, or employees while engaged upon or in connection with the services or activities performed by the Contractor hereunder.
8. Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1673.
9. If the Contractor 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 Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.
10. All records, reports, documents, and other material delivered or transmitted to the Contractor by the State shall remain the property of the State and shall be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Agreement. Copies of all material related to this Agreement and/or obtained or prepared by the Contractor in connection with the fulfillment of the terms of this Agreement shall become the property of the State, and shall be delivered by the

Contractor to the State upon the State's request and at the Contractor's expense, at termination or expiration of this Agreement.

11. The Contractor 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 Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment. Except as stated here, the Contractor 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 or the Contractor's responsibilities and obligations.
12. The Contractor 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. The Contractor 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 Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.
13. 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, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), pandemic (or any government restrictions 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 ("Force Majeure Event"), but due diligence shall be used in mitigating any losses.
14. 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, (if applicable); 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.

If public funds are required for the State to uphold its obligations (even if funds are not changing hands):

13. 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.

If federal funds are involved in the sponsorship, additional language may be required. For example:

14. The Contractor agrees to abide by the requirements of the Drug-Free Workplace Act of 1988.
15. The Contractor shall not contract with or enter into any other agreement for goods or services, or any other purposes related to this Agreement with any suspended or debarred party.
16. By signing this Agreement, the Contractor certifies that it is not suspended or debarred.

17. The Contractor 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 this Agreement and debarment from future agreements.
18. The funds provided hereunder, if any, shall not be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a legislator, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress or any state or local legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.