



CONTRACT FOR EXCLUSIVE RIGHT TO MARKET ADVERTISING SPACE ON REGIONAL TRANSIT AUTHORITY (RTA) BUSES, STREETCARS, FERRIES AND FERRY TERMINALS

Regional

Transit

Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY
A Political Subdivision of the
State of Louisiana
2817 Canal St.
New Orleans, Louisiana 70119

AND

LAUREL COMMUNICATIONS
3613 Hessmer Avenue, Suite 200
Metairie, LA 70002

2817 Canal Street,

New Orleans,

Louisiana

70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300

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EXHIBITS

EXHIBIT "A"	RTA Requests for Qualifications (RFQ) #2017-005
EXHIBIT "B"	Submittal by Contractor dated, April 17, 2017.

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
LAUREL COMMUNICATIONS

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 1st day of JANUARY, 2018 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairwoman of the Board of Commissioners, Sharonda R. Williams and LAUREL COMMUNICATIONS (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Chief Executive Officer, Dana Pecoraro authorized to do and doing business in the State of Louisiana.

WITNESSETH

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining and administering a transit system in the areas within its jurisdiction; and

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request for Qualifications (RFQ) No. 2017-005, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFQ No. 2017-005, as amended,) to solicit offers for the exclusive right to market advertising space on RTA buses, streetcars, ferries and ferry terminals; and

WHEREAS, Contractor, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal dated, April 17, 2017, made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor's offer, RTA determined that Contractor was responsible and had submitted the responsive offer.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

I.
SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II.
SCOPE OF SERVICES

Contractor shall provide professional marketing services and any other service required in accordance with the terms and conditions set forth in Exhibit "A" and Exhibit "B". Contractor agrees that all work under this Agreement shall be performed in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

Contractor shall have the exclusive right to market advertising space on Regional Transit Authority in New Orleans buses, streetcars, ferries, and ferry terminals.

A. REVENUES

1. The Company shall pay to the RTA a fee equal to 52% of its monthly Net Revenue as defined below or a minimum annual guarantee of \$750,000.00 whichever is greater, payable as hereinafter provided. For the purpose of this

Agreement, Net Revenue is defined as all advertising revenue, net of agency commissions, received and collected directly or indirectly by the Company, its affiliates, subsidiaries, parent or any person in which the Company has a financial interest for advertising placed on the RTA buses, streetcars, ferries and ferry terminals included within the term of this Agreement. Net Revenue will be calculated before any deductions other than advertising agency commissions or any sales or use taxes or service charges of the City, State or other governmental unit collected by the Company on behalf of said governmental unit.

2. The contractor shall provide to RTA an annual statement prepared by a CPA within three (3) months after end of each contract year. Statement shall include net revenues less agency commissions paid, less losses or uncollectible debts, which will yield net advertising revenues and amount due RTA.
3. Contractor shall furnish a monthly statement describing services rendered.
4. The monthly fee will be based on the stated percentage of Net Revenue and payment will be made within 30 days of the end of the month. The amount due under the minimum annual guarantee, if any, will be paid 90 days after the end of each "Annual Period". The first Annual Period will be the first 12 months after the effective date. Subsequent Annual Periods will be the 12 months immediately following the preceding Annual Period. For each Annual Period, the Contractor will provide a summary of all fee payments made related to that Annual period (including the payment made for the 12th month which is payable 30 days after the end of the Annual Period.) In the event that total fees paid for any Annual Period are less than the guaranteed payment, the Contractor will make an additional payment so that together with fees already paid for that Annual Period, the total fees will equal the guaranteed annual payment. Such additional payment will be made no later than 90 days after the Annual Period.
5. On a monthly basis, Contractor shall submit to RTA a report reflecting actions taken to collect past due account receivables.

6. Each year, the contractor will review its Rate Card and Pricing Policies with RTA, along with rate cards from several comparably sized cities, so that RTA can be assured that Contractor is maximizing revenue for both parties.

B. EXCEPTIONS TO REVENUE REQUIREMENTS

Contractor may deduct the following from the net revenues collected before computing payments:

1. Sales and use taxes imposed upon or paid by the Contractor with respect to the business transacted.
2. Uncollected debts and any amounts due Contractor provided from net revenues received by Contractor from sale of space.
3. Credits that must be given to advertisers for days that buses are not in service because they are in RTA's maintenance department due to damage to the vehicle or engine problems. RTA understands that during prolonged maintenance the advertiser's ads will not be visible to the public and thus appropriate credits may need to be given to advertising clients in these situations. RTA asks that Contractor provide written explanations for these credits as part of the monthly report. RTA will provide a monthly report on out of service vehicles to the Contractor in order for Contractor to give reports and substantiate and justify credits to clients and the RTA.
4. Ad agency commissions to transit advertising companies in other cities on locally placed cross orders in the amount of fifteen percent (15%).
5. If RTA's transit system does not operate for an entire day or days, the annual minimum guarantee for that Annual Period will be reduced by \$2,055 for each day not in operation.
6. Payments of revenue shall be based on RTA's fleet size of approximately 150 buses, 66 streetcars, 2 ferry boats, and 2 ferry terminals. Fleet size is subject to change during the term of this agreement. In the event the fleet size is reduced by 8% or more, the parties will negotiate a mutually acceptable financial adjustment to the minimum annual guarantee.

C. NON-MONETARY BENEFITS

1. For each contract month, Contractor shall provide RTA a total of 4 interior cards on each bus and streetcar in service for RTA's own promotion. Copy changes will be performed by the Contractor. Additionally if requested by the RTA and if space is not contracted to a paid advertiser, Contractor will provide 12 exterior King panels per month for RTA's own promotion and will not remove copy for a term of 3 months. Copy changes for the exterior Kings will be provided by Contractor. Additionally if requested by the RTA and if space is not contracted to a paid advertiser, Contractor will provide space in the ferries and ferry terminals for the RTA's own promotion.
2. For each contract year, Contractor shall, when requested by the RTA and at least 90 days in advance of the requested start date, use its best efforts to provide RTA a total of fifty thousand and 00/100 dollars (\$50,000) of bartered print or broadcast media for RTA's promotions in New Orleans. Contractor will not be required to remove or cancel contracts of paying advertisers for this purpose. The contractor will not be responsible for design, printing or install costs (if any) associated with bartered media.
3. The panels and dollars referred to in C, 1 and 2 herein are non-cumulative.
4. Contractor will not be responsible for design and production cost or agency fees associated with RTA's promotions.

D. RTA'S AD APPROVAL STANDARDS

1. RTA will provide and update locations and sizes of space available for ads. RTA will provide an update of inventory on a monthly basis.
2. Contractor will use best efforts to encourage advertisers to place advertising in the ways recommended by RTA. It is RTA's goal to ensure that as many advertisers as possible shape their ads to have the maximum visual impact when placed adjacent to the RTA branding on the front one-third of the buses, which is angled and in the shape of arrows. RTA will provide multiple examples to contractor of how advertisers can optimize

4. RTA will, when practicable, provide access to vehicles to employees, clients or potential clients of the Contractor who present proper credentials and provide proper notice to RTA Maintenance staff.
5. RTA will provide an agreed upon amount of storage space for supplies. However, RTA shall not be liable for loss or damage to stored items.

G. PROMOTIONAL EXPENSES

1. The Contractor shall use best efforts to promote transit advertising sales in the New Orleans market, the regional market, and to national events and vendors investing in the market.
2. Contractor shall cover expenses for any special promotions, including those designed to increase sale of ad space.

H. TERMINATION OF AGREEMENT

1. In the event this contract is terminated, RTA may give Contractor a written request that all displays be removed and storage space shall be cleared at Contractor's expense within ten (10) days of termination.
2. Following termination, each party shall provide a written close-out statement to the other within thirty (30) days of termination accounting for moneys due to the other. In the event of a termination that does not coincide with an Annual Period, the minimum annual guarantee shall be prorated to account for the number of full months not completed in the Annual Period.
3. Grounds for termination include failure to meet the financial terms of the contract, destruction of RTA property, failure to provide requested reporting in a timely manner, and failure to comply with guiding RTA ethical policies.

III.
TERM OF AGREEMENT

This Agreement shall be deemed effective on January 1, 2018 and shall continue in effect for a period of up to five (5) years or until the occurrence of one of the following events, whichever occurs first:

A. The certification by RTA or its agents that the requirements of this Agreement have been satisfactorily completed by Contractor, or;

B. The termination of this Agreement as provided in Article IV, herein below.

The duration of this agreement may be extended by mutual agreement of the parties.

IV.
TERMINATION

Termination under this Agreement shall be in accordance with Exhibit "A", Article II, General Provisions, Paragraph 2.12, Termination; Section A – Termination for Convenience and Section B – Termination for Default of the Regional Transit Authority General Provisions.

V.
INTEREST OF CONTRACTOR

Contractor covenants that it currently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. RTA and Contractor further covenant that in the performance of this Agreement no persons having any such interest shall be employed.

VI.

IDENTIFICATION OF DOCUMENTS

Any document, memorandum or report prepared under this Agreement for publication and not merely for internal use shall contain the following or a similar stipulation deemed acceptable to the RTA:

- A. The preparation of this document has been financed in part through a grant from the United States Department of Transportation under the provisions of the Urban Mass Transportation Act of 1964, as amended.
- B. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of RTA or the United States Department of Transportation, Federal Transit Administration.

VII.

OWNERSHIP OF DOCUMENTS

All documents, reports or data generated by or provided to Contractor under this Agreement shall be the sole property of RTA for a period of up to three years after acceptance of the work. Contractor shall not use any such documents, reports or data for any purpose other than to perform services pursuant to this Agreement.

VIII.

MEDIA COVERAGE

The Contractor shall be prohibited from participating in or directing any third party media coverage, in any form, of this project without first submitting a written request to RTA's Procurement representative noted in Article XI of this contract and receiving written approval from the same in advance of any such coverage.

IX.
APPLICABLE LAW

This Agreement shall be entered into the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana.

X.
NOTICES

Any notice required or permitted under the Agreement shall be either hand delivered to the party to whom the notice is directed or sent to same by certified mail, return receipt requested, and addressed as follows:

TO RTA:

A. REGIONAL TRANSIT AUTHORITY
2817 Canal St.
New Orleans, Louisiana 70119

ATTN: JUSTIN AUGUSTINE
Vice President-Transdev
In Service to the RTA

ATTN:

B. Caroline Register
Director of Procurement-Transdev

TO CONTRACTOR:

C. LAUREL COMMUNICATIONS
3613 Hessmer Avenue, Suite 200
Metairie, LA 70002

ATTN: DANA PECORARO
Chief Executive Officer.

XI.
DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request for Qualifications (RFQ 2017-005), as amended.

EXHIBIT "B" Submittal by Contractor dated, April 17, 2017.

XII.
ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this contract.

Articles I through XV hereof.

Exhibit "A", RTA RFQ No. 2017-005.

Exhibit "B" Contractor's submittal in response to RTA's RFQ No. 2017-005, dated April 17, 2017.

XIII.
INSURANCE

To protect RTA and Transdev against liability in connection with, or resulting from the carrying out of this contract, Contractor shall provide, before the work is commenced hereunder, and shall at all time during the life of the contract carry at the expense of the Contractor, with a reliable insurance company, and approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). Any subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated herein. The Contractor shall deliver to RTA a Certificate of Insurance when required.

During the term of this Agreement the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- Worker's Compensation Insurance as required by applicable Louisiana Law.

- Vehicle Liability Insurance in the amount of \$1,000,000.00.
- General Liability Insurance in the amount of \$1,000,000.00.

XIV. DBE COMPLIANCE

It is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, the RTA's DBE Program is designed to increase small and disadvantaged business participation in RTA contracts and procurements. The growth and development of small and disadvantaged businesses is important to the New Orleans regional economy.

The RTA works to support that growth and development, in part, by providing business opportunities under its DBE Program Legal Authority.

The RTA is a recipient of federal transit funds from the U.S. Department of Transportation Federal Transit Administration (FTA). As a condition of receiving this federal funding, RTA is legally required to establish and maintain a DBE program in compliance with Title 49 of the U.S. Code of Federal Regulation, Part 26 (49 CFR Part 26).

Non-Discrimination

The Contractor shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in the performance of this Agreement.

DBE Participation

Contractor shall count only the value of the work actually performed by its DBE subcontractor toward attainment of the DBE goal. Contractor shall also ensure that any work that its DBE subcontractor has subcontracted to a non-DBE firm does not count toward attainment of the DBE goal. Finally, Contractor shall ensure that any fees or

expenses paid to its DBE subcontractor are only counted toward attainment of the DBE goal if the DBE subcontractor is performing a commercially useful function under this Agreement.

Prompt Payment of Subcontractors.

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, especially DBE firms, within five (5) business days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the RTA.

DBE Payment Required Reporting.

All Prime Contractors are required to report DBE subcontractor payments utilizing RTA'S Contract Compliance database hosted and managed by B2GNOW.

The direct link for vendors to get to RTA's B2GNow system is norta.dbesystem.com.

DBE Contract Termination.

Contractor shall not terminate for convenience the contract of its DBE subcontractor and subsequently perform the work of the terminated DBE subcontractor with its own forces or those of an affiliate, without prior written consent from the RTA. In addition, if a DBE subcontractor is justifiably terminated, or fails to complete its work for any reason, Contractor must make good faith efforts (also referred to as best efforts) to find another certified DBE firm to substitute for the original DBE subcontractor. The good faith efforts must be directed towards finding a substitute DBE subcontractor to perform at least the amount of work needed to meet the DBE goal.

Monthly Reporting.

Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly and quarterly reports of DBE firm participation under this Agreement. Failure to report DBE activity is a material breach of this agreement that shall result in such remedy as the RTA deems appropriate and may include withholding payment of invoices until such time as the monthly reports are received or penalties of \$100 per day.

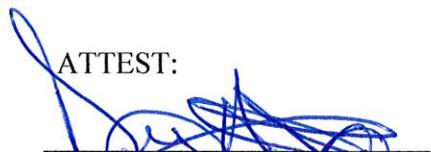
Access to Books and Records.

Contractor must grant the DBELO reasonable access to its books and records for the purpose of verifying Contractor's compliance with the RTA DBE Program requirements.

Contractor Assurance.

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.

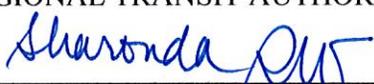
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals in the presence of the undersigned competent witnesses.

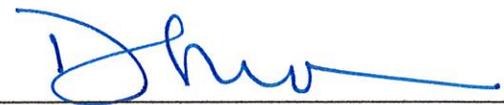
ATTEST:




ATTEST:




REGIONAL TRANSIT AUTHORITY


SHARONDA R. WILLIAMS
CHAIRWOMAN OF THE BOARD
OF COMMISSIONERS


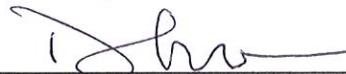
BY: _____

AUTHORIZED OFFICER SIGNATORY
OF LAUREL COMMUNICATIONS

**Certification By Officer Signatory of
LAUREL COMMUNICATIONS**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of LAUREL COMMUNICATIONS on the date herein above shown.

Dated this 15th day of February, 2018.



Signature

CEO

Title



ORIGINAL

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

ON THIS 8th day of February, 2018 before me, Dana Pecoraro appeared, to me personally known; who being by me duly sworn, did say that he is the Chief Executive Officer of LAUREL COMMUNICATIONS and that this Agreement was signed on behalf of said Corporation by authority of its Chief Executive Officer, Dana Pecoraro by said appearer acknowledged said instrument to be the free act and deed of Dana Pecoraro.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.


NOTARY PUBLIC IN AND FOR

Jefferson
PARISH (COUNTY), STATE

JOHN M. McMAHON
NOTARY PUBLIC
BAR #23215
STATE OF LOUISIANA

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 8th day of February, 2018 before me, appeared Sharonda R. Williams, to me personally known, who being by me duly sworn, did say that she is the Chairwoman of the Board of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR
ORLEANS PARISH, LOUISIANA

LA. BAR ROLL # 10596

EXHIBIT A
Request for Qualifications (RFQ) No. 2017-005, as amended

EXHIBIT B
Submittal by Contractor