

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

Agency/Program: Office of Cultural Development – Division of the Arts

Recipient: New Orleans Jazz & Heritage Festival and Foundation, Inc.

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

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

Signatures:



Contract Monitor

4-4-2013

Date



Appointing Authority

4-4-2013

Date

**STATE OF LOUISIANA
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
OFFICE OF CULTURAL DEVELOPMENT
DIVISION OF THE ARTS
GRANT AGREEMENT**

Be it known, the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of The Arts (hereafter sometimes referred to as "State" or "Division") and New Orleans Jazz & Heritage Festival & Foundation, New Orleans, LA 70116 (hereafter sometimes referred to as "Grantee") do hereby enter into this agreement under the following terms and conditions.

1. Grant-funded Activities

Grantee hereby agrees to carry out the activities set forth in the original Grant application or as amended, (see Attachment A), within the grant period of July 1, 2012 to June 30, 2013 in accordance with the Division's **Grant Guidelines** under which the application was submitted and the terms of this Grant Agreement. This includes, but is not limited to using the same personnel, following the same timetable, following the same budget, and following the same scope of the application.

2. Grant Award

In consideration of the premises set forth in the grant application (Attachment C) and the terms and conditions contained herein, Division hereby agrees to pay Grantee a maximum sum of \$24,750.00 conditioned upon the availability of funds appropriated to the Division by the State Legislature or accruing to it from other sources. The grant amount shall be paid in accordance with the following requirements:

1st Payment of 75% upon receipt by the State of the following:

- Signed and Completed Grant Agreement
- Original Invoice requesting first payment of 75% of grant award

2nd Payment of 25% upon receipt and approval by the State of the following:

- **Division of Arts Final Report**
- Original Invoice requesting final payment of 25% of grant award

3. Acknowledgement Statement

The statement, "**SUPPORTED BY A GRANT FROM THE LOUISIANA STATE ARTS COUNCIL THROUGH THE LOUISIANA DIVISION OF THE ARTS AND THE NATIONAL ENDOWMENT FOR THE ARTS**" shall be prominently positioned next to the official logos of the Division of the Arts/LSAC and National Endowment for the Arts (NEA) and shall appear in close proximity to the name of the Grantee organization in ALL printed and online materials such as broadcast promotion, publicity, advertising, printed programs, press announcements, guidelines, or other information.

4. Regulations

The Grantee will do all work in accordance with the current editions of the **Grant Guidelines** (Attachment D) and with the applicable federal audit requirements set forth in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations"; federal administrative requirements set forth in either OMB Circular A-102 "Grants and Cooperative Agreements with State, Local and federally-recognized Indian Tribal Governments" or Title 2 in the Code of Federal Regulations (2 CFR) PART 215 "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and the federal cost principles set forth in 2 CFR PART 230 "Cost Principles for Non-Profit Organizations", 2 CFR PART 220 "Cost Principles for Educational

Institutions”, or 2 CFR PART 220 “Cost Principles for State, Local and Indian Tribal Governments” shall be used to determine the applicability of costs accrued and to confect all required statements and reports. The Grantee is hereby required to forward evidence of compliance with federal procurement procedures regarding professional services or subcontracts prior to reimbursement.

5. Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the Grant Guidelines and Grantee’s application) shall take precedence, followed by the provisions of the Grant Guidelines, and then by the terms of the Grantee’s application.

6. Amendments

Any alterations, modifications, or changes to this agreement including budget, activity dates, or personnel changes must be made before June 30, 2013. The amendment must be on a copy of the attached amendment page and approved by the State before it is valid. The amendment request must include: specific change(s) requested and justification for the change(s); revised project budget, if applicable; contact information, including phone number, fax number and email address; and signature of a current authorizing official. Notification approval or rejection will be sent to Grantee within 5 business days.

7. Anti-Discrimination

The Grantee agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the grantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The grantee agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

8. Workplace

The Grantee agrees that they will provide a drug-free workplace according to the U.S. Department of the Interior's Drug-Free Workplace Requirements.

9. Anti-Lobbying

No part of the money appropriated by any enactment of Congress shall in the absence of express authorization by Congress, be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by congress, whether before or after the

introduction of any bill or resolution proposing such legislation or appropriation, but this shall not prevent officers or employees of the United States or its Departments or agencies from communication to Members of congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business.

10. Termination for Cause

The State may terminate this Grant Agreement for cause based upon the failure of the Grantee to comply with the terms and/or conditions of the Grant Agreement; provided that the State shall give the Grantee written notice specifying the Grantee's failure. If within thirty (30) days after receipt of such notice, the Grantee shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Grantee in default and the Grant Agreement shall terminate on the date specified in such notice. The Grantee may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Grant Agreement; provided that the Grantee shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect. If the Agreement is terminated for cause, the State will issue a letter of termination to the Grantee. To the extent Grantee has already received funds, Grantee shall repay the State the amount specified in letter of termination by the State and in accordance with terms set forth by the State. If the Grantee fails to repay the State within thirty (30) days after receipt of such notice, the State will initiate recoupment procedures.

11. Termination for Convenience

Either party may terminate the Grant Agreement at any time by giving thirty (30) days written notice to the other party. The Grantee shall be entitled to payment for activities in progress and for those expenses that have been incurred by the Grantee prior to receipt of the notice to terminate this agreement, cannot be cancelled, and are designated in the Budget as expenses that would be funded through the Grant Agreement described herein, to the extent work has been performed satisfactorily.

12. Documentation

Upon completion of this grant agreement, or if terminated earlier, all records, reports, worksheets, documents or any other materials related to this grant shall become the property of the State. The Grantee must keep all materials for a minimum of three years from the termination or expiration date of this grant agreement.

13. Auditing

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and /or the Office of the Governor, Division of Administration auditors and/or the Department of Culture, Recreation and Tourism Auditors shall have the option of auditing all accounts of Grantee that are related to this grant.

R.S. 24:513(A)(1)(b)(iv) defines a quasi public agency or body as "Any not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds."

R.S. 24:513(H)(2)(a) states that the Grantee "shall designate and 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."

Pursuant to 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
\$50,000 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$50,000 or less in funds for the fiscal year.

More than \$50,000 but less than \$200,000	Cause to be conducted an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide. At the discretion of the legislative auditor, may require an audit of its books and accounts.
\$200,000 or more but less than \$500,000	Cause to be conducted an annual review of its financial statements to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide. At the discretion of the legislative auditor, may require an audit of its books and accounts.
\$500,000 or more	Annual audit.

The Grantee is notified that no funds appropriated under Act 13 of the 2012 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State of Louisiana unless the entity executes an agreement or contract and submits to the Division for approval a Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Division shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lia.la.gov.

14. Taxes

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 said Grantee's obligation and identified under Federal tax identification number 72-0692744.

15. Assignment of Interest

The Grantee shall not assign any interest in this grant and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Grantee from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the State.

16. Final Report

The Grantee shall submit a ***Division of the Arts Final Report*** upon completion of the activities specified in this Agreement. The Final Report shall be prepared on the Division's official report form in accordance with the instructions contained therein. The Grantee agrees to provide such interim reports on a quarterly basis. Completion of the Final Report requires complete documentation of all expenses, a full review and evaluation of the project, and proof the acknowledgement statement was included in ALL printed and broadcast promotion. The ***Division of the Arts Final Report*** and original invoice for this grant are due in the Division's office **Monday, June 3, 2013, (received, not postmarked)**. **If after 25 business days the final report has not been received by our office, the entire final 25% of the original grant award will revert back to the Division and Grantee shall become ineligible to receive any remaining payments authorized under this grant agreement.**

For one year following determination of non-compliance, Grantee will be ineligible to apply for or receive any new grants and will be will be subject to penalties detailed in Section 21 of the grant agreement.

17. Cancellation

The Grantee shall be liable for all grant funds not used in accordance with the terms and conditions of this Agreement and the approved budget. If the Grantee is unable to carry out the activities agreed to, the Grantee shall so notify the Division in writing before the expiration date of this agreement and thereby acknowledge the automatic cancellation of the grant, unless such notification contains a request for an amendment as provided.

18. Admission

In order to provide members of the Louisiana State Arts Council, the Division's staff, and appropriate Advisory panel members an opportunity to report and appraise the caliber of activities supported by Division funds, the Grantee agrees to admit, without charge, said individuals to such activities.

19. Term of Agreement

This Grant Agreement shall begin on July 1, 2012 and shall terminate June 30, 2013.

20. Release

The Grantee shall indemnify and save harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work of the Grantee, his agents, servants, or employees while engaged upon or in connection with services required or performed by the Grantee hereunder.

21. Penalties

If the Division determines that the Grantee fails or has failed to comply with the agreements and/or conditions set forth herein, the Grantee shall become ineligible to receive any remaining payments under this Agreement and/or receive any new grants from the Division during the first complete grant year following the determination of non-compliance. Subsequent failure of Grantee to meet the Division's requirements for the timely and appropriate resolution of non-compliance findings and recommendations shall result in legal action and Grantee shall thereafter become ineligible to receive future grants from the Division. If the Grantee defaults on this agreement, breaches the terms of this agreement, or ceases to do business, it shall be required to repay funds to the Division, in accordance with the terms set by the Division.

Grant: FY13-058

Grantee: New Orleans Jazz & Heritage Fest & Fnd

Dates: July 1, 2012 – June 30, 2013

Amount: \$24,750.00

The following Attachment B and the following Amended budget need only be used if your organization needs to further amend the grant agreement after it has been signed and returned to the Louisiana Division of the Arts.

ATTACHMENT B

Louisiana Division of the Arts

Grant: FY13-058

Dates: July 1, 2012 – June 30, 2013

Grantee: New Orleans Jazz & Heritage Fest & Fnd

Amount: \$24,750.00

Attachment B and the following Amended budget need only be used if your organization needs to further amend the grant agreement after it has been signed and returned to the Louisiana Division of the Arts.

Provide a short description of the CHANGES to the project from the original narrative given in the grant application after consideration of the grant amount. Include the personnel involved, the actual services to be completed, the locations of the services, and the dates of the services.

Agreed to and signed this day

For: New Orleans Jazz & Heritage Fest & Fnd

Name

Date

Printed Name

Printed Title

For State

Name

Date

Printed Name

Printed Title

Name

Date

Printed Name

Printed Title

Name

Date

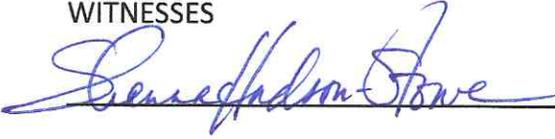
Printed Name

Printed Title

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date herein above written.

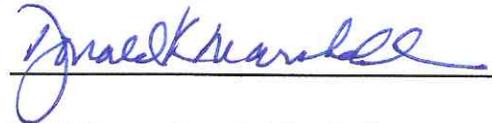
Grantee: New Orleans Jazz & Heritage Fest Foundation

WITNESSES



Print Name Shanna Hudson-Stowe

APPROVED: GRANTEE SIGNATURES



Print Name: Don K. Marshall

Print Title Executive Director

Date: November 18, 2012

Print Name _____

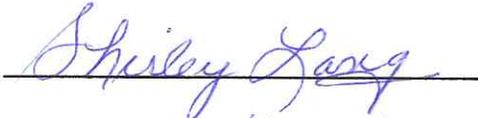
Print Name _____

Print Title _____

Date _____

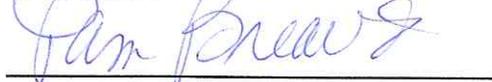
State: Louisiana Division of the Arts Signatures

WITNESSES



Printed Name Shirley Lang

APPROVED:



Pam Breaux
Assistant Secretary
Office of Cultural Development

Date 4-4-13

DEPARTMENT OF CULTURE, RECREATION AND TOURISM
Act 13 - information

OFFICE: Cultural Development – Division of the Arts

Recipient:

Name: New Orleans Jazz & Heritage Festival & Foundation, Inc.
Address: 1205 North Rampart Street
City & State: New Orleans, LA 70116
Contact Name: Ms. Stowe
Telephone Number: 504.558.6100
Fax Number: 504.558.6122

Program Data:

Arts Grant #: FY13-058
Amount to be Transferred: \$24,750.00
Funding Source: State Funds | 5301
Beginning Date: July 1, 2012
Ending Date: June 30, 2013

1. Proposed Plan with Detailed Goals and Objectives:

GOAL: To Produce Programs in accordance with the Foundation Mission.

Objective: Continue Education programming

Objective: Continue cultural programming

Objective: Continue with ECONOMIC DEVELOPMENT PROGRAMMING

2. Proposed Performance Measures for the Project:

Attendance at events and in education programming, feedback from attendees and community members

3. A COMPREHENSIVE BUDGET showing all anticipated uses of the appropriation MUST BE ATTACHED to this proposal.

4. This project is viable and is operational in accordance with the grant agreement and will serve as the Interim report, as required by Act 13.

Name and Title
Louisiana Division of the Arts

REVISED BUDGET for ATTACHMENT A

Grant: FY2013

Dates: July 1, 2012 – June 30, 2013

Provide a revised budget incorporating the exact grant amount. Unless an amendment is approved, categories in the Final Report Budget will not be allowed to exceed those in this budget.

INCOME

1. Admissions, Memberships, Subscriptions	\$ 13,805,000
2. Contracted Services Revenues (workshops, presentations)	\$ 7,965,000
3. TOTAL EARNED REVENUE	\$ 21,770,000
4. Corporate Support (source)	\$ 4,700,000
5. Foundation Support (source)	\$ 815,000
6. Other Private Support, Fundraising (source)	\$ 750,000
7. TOTAL CONTRIBUTED REVENUE	\$ 6,265,000
8. Federal Government Support (source)	\$ 25,000
9. Regional Gov't Support (source)	\$ 0
10. State Gov't Support (source)	\$ 5,000
11. Local/Parish Government Support (source)	\$ 0
12. Local Arts Agency Support	\$ 0
13. TOTAL GOVERNMENT SUPPORT	\$ 30,000
14. Applicant Cash other than above (source)	\$ 3,025,000
15. SUB-TOTAL	\$ 31,090,000
16. DOA Stabilization	\$ 24,750
17. Other DOA Program Grants (specify)	\$ 0
18. Total DOA GRANTS (add lines 16 through 18)	\$ 24,750
19. TOTAL CASH INCOME	\$ 31,114,750

EXPENSES (this grant only)	DOA Grant	Cash Match	Total
20. Salaries/Wages/Benefits-Adm	\$	\$	\$ 2,320,000
21. Salaries/Wages/Benefits-Artistic	\$	\$	\$ 3,230,000
22. Salaries/Wages/Benefits-Tech	\$	\$	\$
23. Payroll Taxes	\$	\$	\$
24. Professional Services-Artistic	\$ 24,750	\$ 5,575,250	\$ 5,600,000
25. Professional Fees and Services	\$	\$	\$ 1,102,500
26. Production	\$	\$	\$ 250,000
27. Occupancy/Utilities	\$	\$	\$ 149,000
28. Equipment Rental and Mainten.	\$	\$	\$
29. Technology and Communication	\$	\$	\$ 190,000
30. Insurance	\$	\$	\$ 900,000
31. Supplies	\$	\$	\$ 155,000
32. Postage and Shipping	\$	\$	\$ 115,000
33. Marketing	\$	\$	\$ 647,500
34. Development	\$	\$	\$
35. Travel/Mileage	\$	\$	\$
36. Professional Development	\$	\$	\$
37. Other Expenses	\$	\$	\$ 7,796,850
38. TOTAL EXPENSES	\$ 24,750	\$	\$ 22,455,850
39. SURPLUS/DEFICIT	\$	\$	\$ 8,658,900
40. ACCUMULATED SURPLUS/DEFICIT	\$	\$	\$
41. In-Kind Donations			\$

Request for First Payment

TO: Division of the Arts
P.O. Box 44247
Baton Rouge, LA 70804

FROM: New Orleans Jazz & Heritage Festival & Foundation
1205 North Rampart Street
New Orleans, LA 70116

RE: Grant FY13-058
- Stabilization

This is to request my first payment for the above-mentioned grant in the amount of \$18,562.50 for the 2012 - 2013 grant year.

It is understood that this is the first of two payments to be paid by the Division of the Arts.

The check is to be sent to the above address.

It is also understood that these funds will be expended between July 1, 2012 and June 30, 2013. Funding is conditioned upon the availability of funds appropriated to the Division by the State Legislature and awarded by the NEA.

I hereby agree to submit to the Division a written Final Report no later than the close of business on June 3, 2013.

New Orleans Jazz & Heritage Festival & Foundation

Signature 

Printed Name Don K. Marshall

Title: Executive Director

Date: November 18, 2012

Division of the Arts
Signature 
Printed Name Kelly Pepper

Title Director of Organization Services

Date 4/5/13

Signature 
Pearlie J. Johnson

Grants Manager

Date 4-4-2013

ATTACHMENT A

Provide a short description of the CHANGES to the project from the original narrative given in the grant application after consideration of the grant amount. Include the personnel involved, the actual services to be completed, the locations of the services, and the dates of the services. Also, please provide a description of how the Grantee would handle a mid-year budget cut to this grant, if the state of Louisiana imposed a budget reduction. (You may base this explanation on a possible cut of five percent of the grant award.)

ATTACHMENT B

Louisiana Division of the Arts

Grant: FY13-058

Dates: July 1, 2012 – June 30, 2013

Grantee: New Orleans Jazz & Heritage Fest & Fnd

Amount: \$24,750.00

Attachment B and the following Amended budget need only be used if your organization needs to further amend the grant agreement after it has been signed and returned to the Louisiana Division of the Arts.

Provide a short description of the CHANGES to the project from the original narrative given in the grant application after consideration of the grant amount. Include the personnel involved, the actual services to be completed, the locations of the services, and the dates of the services.

Agreed to and signed this day

For: New Orleans Jazz & Heritage Fest & Fnd

Name

Date

Printed Name

Printed Title

For State

Name

Date

Printed Name

Printed Title

Name

Date

Printed Name

Printed Title

Name

Date

Printed Name

Printed Title