

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

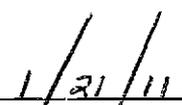
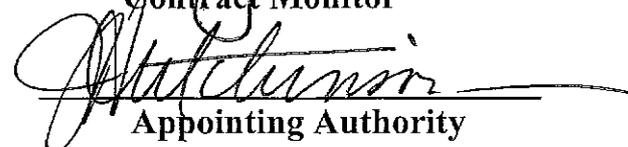
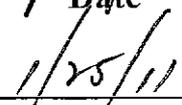
Agency/Program: DCRT/Office of Tourism, Marketing

Recipient: Fore!Kids Foundation Incorporated

- Indicate:**
- Cooperative Endeavor
 - Professional Services Contract
 - Personal Services Contract
 - Consulting Services Contract
 - Social Services Contract
 - Grant: Indicate Specific Program
 - 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	 _____ Date
 _____ Appointing Authority	 _____ Date

D-RT-07-11-46
CFMS 700248

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into by and between the Department of Culture, Recreation and Tourism, Office of Tourism of the State of Louisiana, hereinafter referred to as "CRT" or the "State," and Fore! Kids Foundation, Incorporated a 501 (c) (3) nonprofit corporation, officially domiciled at 11005 Lapalco Boulevard, Avondale, Louisiana 70094, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

WHEREAS, in accordance with R. S. 51:1254 the Louisiana Office of Tourism was established to be responsible for the design, plan, development and implementation of the effective and accurate promotion of Louisiana's history, culture, art, folk life, recreational and leisure opportunities, natural resources, transportation, cuisine, site, attractions, accommodations and events; and

WHEREAS, in accordance with R. S. 51:1255, the Louisiana Office of Tourism shall cooperate with all governmental agencies, tourists, promotion agencies, private industry, and private nonprofit associations and organizations in the promotion, advertising, and publicity of the state, including cooperative advertising, formation of local promotion groups and other activities necessary and proper to support the Louisiana tourism industry; and

WHEREAS, Fore! Kids Foundation is a nonprofit corporation whose mission and passion since 1958 has been to raise money to fund organizations that serve children through golf events such as the Zurich Classic of New Orleans, the Golf Ball Gala, a kids' summer junior tour and other charitable golf tournaments; and

WHEREAS, the golf tournament known today as the Zurich Classic of New Orleans ("Zurich Classic") began in 1938 as the Greater New Orleans Invitational and was played at the New Orleans City Park Golf Course; and

WHEREAS, the golf tournament has been played annually since 1958 at various courses in the New Orleans metropolitan area, and in the last five years the Zurich Classic has raised more than \$5 million to help local children in need, and generates a \$30 million economic impact on the region; and

WHEREAS, the upcoming Zurich Classic, a Professional Golf Association (PGA) event, is scheduled to be held April 28, 2011- May 1, 2011 at the Tournament Players Club in the Parish of Jefferson; and

WHEREAS, the Zurich Classic generates approximately \$17 Million worth of positive exposure for the New Orleans area and the state of Louisiana and presents the state as a unique and desirable tourism travel destination. The event involves four days of golf competition with television coverage of the tournament broadcasted in over 116 countries, with associated marketing and publicity for the tournament, as well media coverage both in sports and travel news publications; and

WHEREAS, the State will receive recognition as a sponsor through marketing efforts such as radio and television advertisements, public relations efforts, promotional materials, kiosks, displays and other media efforts before, during and after the golf tournament; and

WHEREAS, the public purpose of this endeavor is to provide the state of Louisiana (a) increased economic activity associated with the hosting, production and attendance of the event, (b) a venue for marketing Louisiana attractions to the event attendees, and (c) opportunity to present positive images of Louisiana as a tourism destination through associated marketing and media coverage of the event.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

Contractor shall successfully organize, promote and produce the annual Zurich Classic of New Orleans, (April 28, 2011- May 1, 2011), a PGA Tour event, in the Parish of Jefferson. Contractor shall ensure the generating of positive local, national and international publicity and exposure for the city and state; and shall utilize opportunities to show hospitality and present Louisiana as a unique and inviting tourism destination, inclusive of many recreational opportunities for golf and other sports, as well as present other Louisiana tourism assets in the following manner:

- 1) Contractor will provide a full Cypress Suite or two (2) half Cypress Suites on the 18th green, April 28-May 1, 2011, and a total of 100 Cypress Suite tickets (25 per day) and parking passes to be utilized by the Louisiana Department of Culture, Recreation and Tourism Program Development staff, and to be used as incentives to promote the Audubon Golf Trail to tourism partners and travel writers to encourage patronage. Tickets and passes should be sent to Charlotte Galloway, DCRT, Office of Tourism, 1051 North Third Street, Room 342, Baton Rouge, LA 70802, or mailed to Post Office Box 94291, Baton Rouge, LA 70804-9291, for tracking purposes.
- 2) Contractor will provide the State with an opportunity for on-site tourism exposure, to include an information booth available to distribute tourism brochures and other marketing materials on the Audubon Golf Trail during the tournament event in the designated Fan Fest area that will be available on the tournament grounds.
- 3) Contractor will provide the Audubon Golf Trail one full-page color (5" x 8") ad in the Zurich Classic Preview Guide to be publicized to customers, and distributed to public outlets throughout New Orleans and the Gulf South. Preview Guide will be distributed to the public free of charge (40,000 distribution quantity).
- 4) Contractor will provide prominent recognition to the Audubon Golf Trail in the daily pairings sheets distributed to all fans arriving to support the tournament competitors and other observers.

Sheets are different every day reflecting the daily pairings of the Pros (75,000 distribution quantity).

- 5) Contractor will provide the Louisiana Office of Tourism one full-page color (8" x 11") ad in the Official Magazine of the Zurich Classic of New Orleans to be distributed to corporate sponsors, hospitality venues and the general public (approx. 5,000 distributed).
- 6) Contractor will provide recognition of the Audubon Golf Trail by prominently displaying sponsorship signage on one of the 18-hole signs throughout the duration of the tournament.
- 7) Contractor will provide recognition to the Audubon Golf Trail by displaying 15 video/static spots on the *Jumbo Tron Video Board* located at the highest traffic area on the course (State will receive a minimum of two 15 second spots per hour, every hour throughout the tournament).
- 8) Contractor shall prominently recognize Audubon Golf Trail and the Louisiana Office of Tourism as a supporting sponsor of the event year-round on the Zurich Classic official website **www.zurichgolfclassic.com** and prominently display the State's official tourism logo with a **hyperlink to the State's official tourism website, www.louisianatravel.com...**"), and shall also provide a banner ad logo and hyperlink to the **Audubon Golf Trail** webpage **www.audubongolf.com** from the Zurich Classic website to support Louisiana tourism, as part of the benefits for sponsorship. The official tourism logo can be found at **www.crt.state.la.us/tourism/grants.aspx**.
- 9) Contractor agrees to recognize the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism and the Office of the Lieutenant Governor, and the Audubon Golf Trail as sponsors in the event program, through verbal mention when the opportunity is present, and by prominent display of the State's official logo in other marketing and publicity materials produced and distributed to promote the event. Questions regarding the Audubon Golf Trail shall be directed to Melody Alijani, Director of Research and Development, of the Office of Tourism, her designee, supervisor or successor. Questions regarding advertising and publicity requirements of the State's tourism industry shall be directed to the Office of Tourism's Director of Programs and Services, Misty Velasquez, her supervisor, designee, or successor.
- 10) Upon completion of all services, Contractor agrees to submit a Final Report which shall include but is not limited to providing a recapitulation of activities and events as they pertain to the goals, objectives and performance measurements listed in Exhibit A. Contractor shall also provide documentation of acknowledgement of recognition of the State as a supporting sponsor of the event by submitting copies of the preview guide, pairing sheets and the official Zurich Classic program, associated media/press clippings that derived from publicity and other printed materials that recognize the State as a sponsor of the event. The final report shall also include information that pertains to the economic impact of the event such as number of tournament competitors, attendance, a comparative analysis of attendance for the last several years on demographics in-state v. out-of-state, the publicity value derived from this endeavor and other economic impact statistics or data regarding the effect of the event on the city and state. Contractor agrees to submit the final report by **June 15, 2011**.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **THREE HUNDRED FOURTEEN THOUSAND ONE HUNDRED EIGHT AND NO/100 DOLLARS (\$314,108.00)**. Travel and other reimbursable expenses constitute as part of the total maximum payable and will not be paid or reimbursed separately. Payment will be made only on approval

of the Contract Monitor, Jack Warner, Deputy Assistant Secretary of Tourism, his designee or successor.

If progress and/or completion to the reasonable satisfaction of the State are obtained, payments shall be disbursed as follows:

One payment will be made upon completion of all services and the State's receipt of the **Final Report** accompanied by supporting documentation for advertising and publicity that was provided to promote the state with an original invoice noting the services provided. Upon verification that all deliverables and services have been met according to the terms of the Scope of Services, the Contract Monitor shall authorize the release of payment. All deliverables and services must be complete and the final invoice submitted no later than **June 15, 2011**.

Payment is also contingent on approval of this agreement by the director of the Louisiana Division of Administration, Office of Contractual Review and the continued availability of funds to fulfill the requirements of this agreement.

If it is determined by the Contract Monitor or by any audit that state funds were expended on non-reimbursable expenses, Contractor will be required to repay the State according to the State's terms. If the Contractor defaults on the agreement, breaches the terms of the agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the State.

Contractor is informed that no funds appropriated under Act 11 of the 2010 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the entity (e.g., a contractor, contracting party, grantee, etc.) executes a copy of an Agreement (or contract, grant, etc.) and submits to the transferring agency (e.g., CRT, LOT, OCD, etc.), for approval, a comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The transferring agency shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

In the event the State determines that the Contractor failed to use the funds set forth in its budget within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives for the use of the funds, the State shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Contractor shall be audited in accordance with R.S. 24:513. If the amount of the public funds received by the State is below the amount for which an audit is required under R.S. 24:513, the State shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. The State shall forward to the Legislative Auditor, the Division of Administration, and the Joint Legislative Committee on the Budget, a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted no later than May 1, 2011.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 58-1940111-01.

Termination for Cause

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement; provided that the State shall give Contractor written notice

specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor 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 Agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Agreement at any time by giving thirty (30) days written notice to Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S. 39:1524-1526.

Ownership

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

Assignment

Contractor shall not assign any interest in this contract 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 Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors Clause

It is hereby agreed that in accordance with La R. S. 24:513 the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of Contractor that relate to this agreement.

Fiscal Funding Clause

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. 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.

Terms of Contract

This agreement shall begin on July 1, 2010 and shall terminate on June 30, 2011.

Discrimination Clause

The Contractor 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Indemnification Clause

Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any part 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 Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

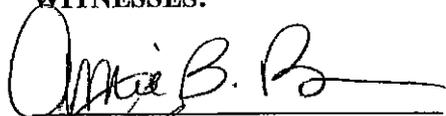
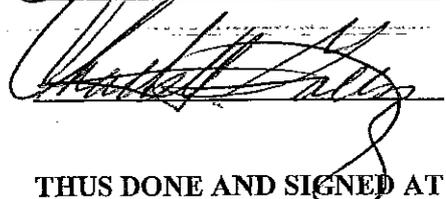
OCR Approval/Amendments in Writing

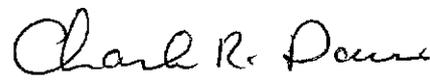
This contract is not effective until approved by the director of the Louisiana Division of Administration Office of Contractual Review in accordance with La R.S. 39:1502. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on January 28 2011.

WITNESSES:

Department of Culture, Recreation and Tourism


Charles R. Davis, Deputy Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on January 25 2011.

WITNESSES:

Office of Tourism

Valerie Lewis
Attorney

Jim Hutchinson
Jim Hutchinson, Assistant Secretary

THIS DONE AND SIGNED AT Avondale, Louisiana on February 3, 2011.

WITNESSES:

Fore! Kids Foundation, Inc.

Mary Brechee
Roman

Tommy Fonseca
Tommy Fonseca, President

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Fore! Kids Foundation, Inc.
Contract Monitor: Jack Warner

Brief Description of Services:

Funding provided under this agreement will be used to assist in marketing and publicity to increase attendance at the 2011 Zurich Classic of New Orleans, a PGA TOUR event, on April 28, 2011- May 1, 2011, held primarily in Jefferson Parish. The Contractor will ensure efforts to provide Louisiana tourism information in associated publicity efforts and shall recognize the State as a supporting sponsor of the event.

Detailed Goals and Objectives:

The goal in this endeavor is to support an effort that serves as an economic stimulus for the area, with an estimated impact of over \$30 million on the region and an additional \$17 million in television exposure for the state through national and international coverage of the PGA event, which is broadcasted on CBS, and reaches over 116 countries, reflecting positively on the City of New Orleans, Parish of Jefferson and the state. The event impacts tourism and economic development recognized through increased hotel occupancies and increased retail activity for local merchants, including restaurants. The event also provides opportunities for tourism development through the sale of extended promotional packages associated with golf and other available tourism packages.

Performance Measures for this Project:

The Contractor's performance will be measured by 1) the economic impact on tourism for the city and state, 2) the amount of tourism exposure received, 3) the quality of the publicity and the inclusion of the State in publicity efforts providing public acknowledgement of the State as an official sponsor and/or promotion of the Audubon Golf Trail (through official logo and links to www.louisianatravel.com) 4) speaking opportunities provided to promote tourism 4) the number and quality of publicity outlets and 5) information provided in the final report regarding attendance figures, statistics, economic data, etc.

Monitoring Plan: Contractor's performance will be monitored and evaluated to ensure compliance with all terms of the agreement in the following manner:

- Contract monitor will review and verify submitted invoice(s) and supporting documentation to ensure compliance with the terms of the agreement prior to authorizing any release of payment to Contractor.
- Contract Monitor will review the information provided in the Final Report to ensure compliance and to measure the effectiveness of this endeavor with regard to stated goals and objectives.
- Contract Monitor will complete and submit an evaluation of the Contractor's performance to the DCRT, Office of Management and Finance within 45 days of the termination or expiration of this Agreement.

Utility of Final Product:

Services provided under the terms of this agreement involves promoting and implementing the PGA Tournament event, Zurich Classic; an event that supports the Louisiana tourism goals of increasing travel to Louisiana, and presenting the state as a unique and desirable travel destination. Local, national and international media interest in the annual Zurich Classic Golf Tournament is expected because of professional golf and celebrity contenders participating in the event. The intent is to incorporate Louisiana Tourism publicity with advertising and media coverage to emphasize the state's tourism assets, such as the promotion of the Audubon Golf Trail in order to stimulate interest and attract more visitors, prolong visitor stay, improve the travel experience, and increase visitor spending.

EXHIBIT B

Preliminary Project Budget (2010-2011)

Fore! Kids Foundation Inc.

REVENUE	09-'10 Budget	
	Advertising/Fan Fest	246,500
	Special Events	110,000
	Contributions/Charity Golf Events	690,000
	Cooperative Endeavor Agreement/Grants	314,108
	Suites/Venues	1,671,500
	Foundation/Membership	95,000
	Miscellaneous Revenue	70,500
	Pro-Ams	1,139,000
	Rights Sales	3,285,000
	Ticket Sales/Pkgs/Parking	205,500
	Volunteers/Uniforms	46,000
	Total	7,873,108
		Amount of Line Item
EXPENSES	10-'11 Budget	Appropriation
	Adv/Mrktng/PR/Fan Fest/Prev. Guide/Media	\$314,108.00
	Contributions/Charity Golf Events	
	Suites/Venues	
	Equipment/Tournament Week	
	Foundation Management	
	Miscellaneous/Office	
	Printing/Postage	
	PGA TOUR Players	
	Pro Ams	
	Professional Services	
	Purse	
	Special Events	
	Tickets/Badges/Parking	
	Insurance	
	Volunteers/packages	
	Total	\$314,108.00

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program)