

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

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is made and entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as “CRT” or the “State,” and Fore! Kids Foundation, Incorporated, officially domiciled at 11005 Lapalco Boulevard, Avondale, Louisiana 70094, hereinafter referred to as “Contractor,” under the following terms and conditions:

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, folklife, recreational and leisure opportunities, natural and scenic resources, transportation, cuisine, sites, attractions, accommodations, and events and is also mandated to assist local government and private sector development for the promotion of tourism; and

WHEREAS, the Audubon Golf Trail is a cooperative marketing program created by the State for the purpose of increasing golf tourism in Louisiana by promoting twelve (12) golf courses located throughout the state; and

WHEREAS, Fore! Kids Foundation is a 501 (c)(3) nonprofit corporation whose mission and passion since 1958 has been to raise money to fund children’s service organizations through golf events such as the Zurich Classic of New Orleans, the Golf Ball Gala, and several other charitable golf tournaments; and

WHEREAS, the Fore! Kids Foundation in 2005 partnered with Zurich Financial Services (Zurich), an insurance-based financial service provider, with a global network in key markets located in North America and Europe. Zurich became the title sponsor of the Zurich Classic of New Orleans (“Zurich Classic” or “Event”), a tournament that originated in 1938 as the Greater New Orleans Invitational and was originally played at the New Orleans City Park Golf Course; and

WHEREAS, since the inception of the partnership between the Fore! Kids Foundation and Zurich, the Zurich Classic has raised more than \$11 million dollars for numerous charities (over 40) that serve thousands (over 200,000) of children throughout Louisiana annually. The event generates more than \$30 million annually for the local New Orleans economy and approximately \$17 million annually in national and international television coverage and exposure. The Zurich Classic is also broadcast over four days in more than 220 countries; and

WHEREAS, the upcoming Zurich Classic of New Orleans is a Professional Golf Association (PGA) TOUR event, activities are scheduled to be held April 21-27, 2014 at the Tournament Players Club in the Parish of Jefferson. The event is expected to draw more than 100,000 spectators; and

WHEREAS, the public purpose of this endeavor is to provide Louisiana with (a) increased economic activity associated with hosting the participants, community sponsors, production staff, spectators, and other attendees for the event, (b) a venue for marketing Louisiana attractions to the event attendees and viewers of the television broadcast, and (c) an opportunity to present a positive image of Louisiana as a golf recreation and tourism destination through associated marketing and media coverage of the event; and

WHEREAS, it is anticipated that the public benefits of increasing tourism in Louisiana and maintaining awareness and a positive image of Louisiana as a unique and desirable travel destination are proportionate to the obligations undertaken by the State; the State will also receive recognition as sponsor of the Event through broadcast and media coverage, internet media, verbal acknowledgements, print promotions and in other related publicity efforts.

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

Scope of Services

As set forth herein, and in greater detail in the attached Exhibits, which are by this reference incorporated herein, the Contractor shall plan, implement, market and promote the Event in a manner that achieves the goals, objectives, and public purposes described herein.

The Contractor shall:

- 1) Generate positive local, national and international publicity and media exposure for the Event, and utilize available opportunities to present Louisiana as a unique, desirable, and hospitable tourism destination for golf, sports, business, and leisure travel.
- 2) Ensure that the State's official tourism logo "**Louisiana Pick Your Passion**" and the "**Audubon Golf Trail**" logos are prominently positioned in all marketing and publicity materials produced as information pieces for the Event. The State acknowledges and agrees that the "**Louisiana Pick Your Passion**" logo with the LouisianaTravel.com inclusion shall be placed on the 8 ½ X 11 primary promotional piece. The mark "**Louisiana Pick Your Passion**" is owned by the Louisiana Department of Culture, Recreation and Tourism and may only be used as agreed with the permission of DCRT. Instructions for the appropriate use of the State's tourism logo can be found on the State's website link <http://www.crt.state.la.us/DOCUMENTARCHIVE/>.
- 3) Recognize the Office of the Lieutenant Governor and the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism and Audubon Golf Trail as sponsors in the official Event program, and verbally acknowledge the State's support whenever opportunities are present.
- 4) Provide the State a full Cypress Suite or two (2) half Cypress Suites on the 18th green, April 24-27, 2014, and a total of 100 Cypress Suite tickets (25 per day) and parking passes, for the purpose of promoting the Audubon Golf Trail, and to host Louisiana tourism partners and travel writers, to encourage the promotion of tourism in Louisiana.

Provide the State with tickets/badges for one team (four spots) to participate in the 2014 Zurich Classic New Orleans ProAm pairing on Monday, April 21, 2014 and two (2) invitations to attend the Event's reception to be held on Tuesday evening, April 22, 2014.

Tickets and passes should be sent to the attention of Charlotte Galloway, DCRT, Office of Tourism, 1051 North Third Street, Room 343, Baton Rouge, LA 70802, or mailed to Post Office Box 94291, Baton Rouge, LA 70804-9291, for tracking purposes.

- 5) Provide at least one speaking opportunity for the Lieutenant Governor or his designated representative(s) to promote Louisiana tourism at a major Event activity.
- 6) Provide an information booth to the State to distribute Louisiana tourism information, such as the State's Official Louisiana Tour Guide, brochures, marketing materials on the Audubon Golf Trail, and other tourism information during tournament activities. The booth shall be located in the designated Fan Fest area on the tournament grounds.
- 7) Provide the State one full-page color (5" x 8") ad in the Zurich Classic Preview Guide to be distributed to participants, attendees, potential customers, supporters, and other public outlets. The Preview Guide will be distributed by the Contractor to the public free of charge (20,000 distribution quantity).
- 8) Recognize the State's support by prominently inserting the State's logos on daily pairings sheets to be distributed to competitors and supporting spectators of the tournament. Pairing sheets are different every day reflecting the daily pairings of Pros (distribution quantity 50,000).
- 9) Provide the State 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).
- 10) Recognize the Audubon Golf Trail by prominently displaying sponsorship signage on one of the 18-holes, which shall remain throughout the duration of the tournament.
- 11) Recognize the Audubon Golf Trail by displaying 15-second video/static spots on the *Jumbotron Video Board* that will be located at the highest traffic area on the golf course (State will receive a minimum of two 15-second spots per hour, every hour throughout the tournament).
- 12) Prominently insert Louisiana's official tourism logo "**Louisiana Pick Your Passion**" on the sponsor page of the official website of Zurich Classic at www.zurichgolfclassic.com with a link to www.LouisianaTravel.com and, provide **Audubon Golf Trail** with a banner ad logo and hyperlink to the webpage www.audubongolf.com.
- 13) Submit at least one written **Progress Report** providing details regarding the status of activities including information on marketing and advertising efforts and submit documented proof that the State's sponsorship benefits are being provided. **Progress Report** shall be provided at least 60 days prior to the implementation of the Event. The **Progress Report** must be submitted by **February 21, 2014**.
- 14) Upon completion of all activities Contractor agrees to submit a **Final Report (Summary of Outcomes, Exhibit C)** of the Event to measure performance to ensure that the State's goals and objectives were met. Contractor agrees to submit the **Final Report** not later than **June 15, 2014**.

Questions regarding deliverables that relate to advertising, marketing and publicity requirements, including promotions for Audubon Golf Trail, and other deliverables shall be directed to Kyle Edmiston, the Assistant Secretary of the Louisiana Office of Tourism.

PAYMENT TERMS

In consideration of the activities and benefits described above, the State hereby agrees to pay the Contractor an amount not to exceed the total sum of **THREE HUNDRED FOURTEEN THOUSAND, ONE HUNDRED EIGHT AND NO/100 (\$314,108.00) DOLLARS**, which sum is inclusive of all costs or expenses to be paid by the State under this Agreement. No state funds shall be remitted for any items that are not listed in the **Budget (Exhibit B)**, without written prior approval of the State. No travel expenses will be paid under the terms of this Agreement. Payment will be made only upon approval of the State's assigned Contract Monitor, Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his supervisor, designee or successor.

Payments will be disbursed in the following manner:

Upon completion of the Event, and not later than **June 15, 2014**, Contractor shall submit **1) a Final Report** (Summary of Outcomes, Exhibit C), accompanied by documentation of activities and delivered benefits, **2) an Itemized Cost Report**, accompanied by adequate documentation for expenses, and **3) an original invoice on organization official letterhead** which shall note the Event name and the amount being requested. Supporting documentation for expenses shall include copies of invoices, billing statements, signed agreements, requisitions, receipts, checks and other appropriate records that reflect incurred expenses in accordance with the attached Budget, **Exhibit B**.

Payment is contingent upon the continued availability of funds and the approval of this Agreement by the director of the Louisiana Division of Administration, Office of Contractual Review.

If it is determined by the State's Contract Monitor or by any audit that State funds were expended on non-reimbursable expenses, the Contractor will be required to repay the State in accordance with 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 in accordance with the State's terms.

The Contractor is notified that no funds appropriated under Act 14 of the 2013 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 Contractor executes a copy of this Agreement and submits to the State 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 State shall submit the Agreement, the Budget, and any other required information to the Louisiana Legislative Auditor for approval at ebudgets@lla.la.gov.

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement 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 the 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 this Agreement at any time by giving thirty (30) days written notice to Contractor. Upon receipt of notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

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 Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with performance of the activities 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 Agreement.

ASSIGNMENT

Contractor shall not assign any interest in this Agreement 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.

AUDITOR'S 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 and/or the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all records and accounts of Contractor's that relate to this Agreement. In accordance with La. R.S. 24:513 H (2)(a), quasi public agencies or bodies shall designate an individual who shall be responsible for filing annual financial reports with the Legislative Auditor and shall notify the Legislative Auditor of the name and address of the person that is designated. A quasi public agency or body is defined in La. R.S. 24:513 A (1)(b).

Contractor and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this Agreement.

AMENDMENTS IN WRITING

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 Louisiana Division of Administration, Office of Contractual Review.

FISCAL FUNDING CLAUSE

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.

TERM OF CONTRACT

This Agreement shall begin on **November 1, 2013** and shall terminate on **June 30, 2014**.

DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and 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 Federal 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 Agreement without regard to race, color, religion, sex, 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 Agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 18th day of December, 2013.

WITNESSES:

DEPARTMENT OF CULTURE, RECREATION
AND TOURISM

[Signature]
Arlene Curcio

Kyle Edmiston 12/13/13
Kyle Edmiston, Assistant Secretary
DCRT, Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 20th day of December, 2013.

WITNESSES:

Amie B.B.

[Signature]
Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

Aida C. Smith

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 2nd day of JANUARY, 2014.

WITNESSES:

FORE! KIDS FOUNDATION, INC.

[Signature]

[Signature]
Steve Worthy, C.E.O.

Mary Breamp

EXHIBIT A

Agency Name: Office of Tourism
Contractor's Name: Fore! Kids Foundation, Incorporated
Contract Monitor: Jack Warner, Deputy Assistant Secretary

Brief Description of Activities: The Louisiana Legislature appropriated funding within the Office of Tourism's budget to support Fore! Kids Foundation for planning, producing and promoting the 2014 Zurich Classic of New Orleans scheduled April 21-27, 2014 at the Tournament Players Club in the Parish of Jefferson.

Goal: The State's goal is to capitalize on available marketing and publicity opportunities associated with the Event to promote the Audubon Golf Trail program and other tourism assets to increase tourism activities in Louisiana.

Objectives: The objectives are to: (a) generate economic activity as a result of participation from competitors, supporters, sponsors, production staff, spectators, and others, (b) capitalize on opportunities to market Louisiana's tourism assets and resources to a broad audience, and (c) utilize available opportunities to present positive a image of Louisiana as a desirable destination for golf, recreation, business and leisure travel.

Deliverables: Deliverables include: 1) a **Progress Report** provided by **February 21, 2014** to update on activities and efforts; 2) documented proof of delivered sponsorship benefits as specified in the Scope of Services, 3) tickets/badges to attend Event activities as specified; 4) **Itemized Cost Reports** with supporting documentation for expenses; and 5) the **Final Report** (Summary of Outcomes), as specified in Exhibit C).

Performance Measures:

Contractor's performance will be measured by: 1) the economic impact on tourism for the city and state; 2) the amount of tourism exposure the State 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 promotion of the Audubon Golf Trail and other tourism assets (through the insertion of the Louisiana official logos in printed promotional materials, including providing the links to the Louisiana tourism websites); 4) speaking opportunities provided to the State to promote tourism; 5) the number and quality of publicity outlets; and 6) information provided in the **Final Report** regarding attendance figures, statistics, economic data, etc.

Monitoring Plan:

The State's assigned Contract Monitor for this agreement is Jack Warner, Deputy Assistant Secretary, of the Office of Tourism, or his designee, supervisor, or successor, who will be responsible for ensuring compliance with the requirements of this Agreement in the following manner:

Contractor Monitor shall:

- Review the Contractor's written **Progress Report, Final Report (Exhibit C)**, and supporting documentation to ensure compliance with the terms of the Scope of Services, and to ensure that goals and objectives are being achieved.
- Secure any missing documentation necessary to verify delivery of the State's benefits.
- Review the invoice, **Itemized Cost Report**, and documentation for expenses to ensure compliance with the Budget prior to authorizing the release of any payment.
- Complete a performance evaluation and submit to the DCRT, Office of Management and Finance

within 45 days of the completion of Event or the expiration of this Agreement.

Utility of Final Product: Activities funded under the terms of this Agreement involve promoting and implementing the PGA Tournament, the Zurich Classic of New Orleans; an event that supports the State's goals of increasing tourism in Louisiana and presenting the state as a unique and desirable travel destination. Local, national and international media interest in the annual Zurich Classic is expected, because of professional golf and celebrity contenders that participate in the PGA event. The intent is to incorporate Louisiana tourism publicity with advertising and media coverage of the Event, by emphasizing the state's tourism assets, such as the Audubon Golf Trail to stimulate interest, attract more visitors, prolong visitor stays, and increase visitor spending.

EXHIBIT B

Budget Projections (2013-2014)
Fore! Kids Foundation Inc.

REVENUE	13-'14 Budget	
Advertising/Fan Fest	225,300	
Special Events-Tournament	60,360	
Contributions/Charity Golf Events	805,722	
Cooperative Endeavor Agreement/Grants	414,108	
Suites/Venues	1,926,507	
Foundation/Membership	97,755	
Golf Ball/Masters/TPC	187,911	
Pro-Ams	1,224,980	
Rights Sales	3,773,800	
Ticket Sales//Parking	263,249	
Volunteers	41,447	
Total	9,021,139	
		Amount of Line Item
EXPENSES	13-'14 Budget	Appropriation
Adv/Mrktng/Fan Fest/Media/PR	513,017	\$314,108
Contributions/Charity Golf Events	1,418,734	
Suites/Venues	1,023,602	
Equipment/Tournament Week	841,630	
Foundation Management	1,365,671	
Miscellaneous/Office	225,633	
Printing/Postage	17,314	
PGA TOUR Players	165,428	
Pro Ams	265,000	
Professional Services	16,098	
Purse (Prize money paid to pro golfers)	2,780,000	
Special Events/Economic Forum	45,439	
Tickets/Parking	171,573	
Insurance	67,000	
Volunteers	105,000	
Total	9,021,139	\$314,108

(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)

EXHIBIT C
Final Report - Summary of Outcome

Name of Organization: Fore! Kids Foundation, Inc.

Name of Event: Zurich Classic of New Orleans

Event Location (city, state): New Orleans, Louisiana

Date(s) of Event: April 21-27, 2014

Please provide a list or prominent Community Partners?

Note their involvement:

Estimated Overall Attendance (including participants, supporters, and spectators):

Estimated Number and Percentage of Out-of-State visitors the Event drew:

Estimated number of Hotel Room Nights generated or Hotel Occupancy % that resulted from the Event:

Estimated economic impact of the Event on the city and state (Provide available data to support):

Printed Promotional Materials: (Please attach a copies of the Event preview guide, the official Zurich Magazine, official Event program, pairing sheets, and other publicity items):

Was LOT signage positioned at one of the 18 holes as agreed?

Did a Louisiana tourism representative speak at any activities? Provide details:

Did a Louisiana tourism representative participate in media events? If yes, provide details.

Was the State's official tourism logos "Louisiana Pick Your Passion" and "Audubon Golf Trail" prominently displayed on the official Zurich website with a link to www.louisianatravel.com?

Was a booth provided to the State to distribute Louisiana tourism publicity materials distributed?

Did Zurich recognize the State's support by placing the Louisiana "Pick Your Passion" logo on Event publicity materials, and was the State recognized on the Jumbotron Video Board as specified?

Was Louisiana tourism provided with full page ads in the official Zurich preview guide, and the Zurich Magazine?

Was the Louisiana tourism suite provided as specified?

Were conditions at the Event and facilities favorable? Yes No (Please explain answer)

Were there any significant challenges? If so, What were they?

Was media coverage sufficient? Please explain.

Were goals achieved (see Exhibit A)? Explain:

Were Objective(s) met (see Exhibit A)? Explain:

Summary of Actions/Outcome: Please address whether the Event met the expectations and objectives. You may also attach a summarized report to include any necessary details.

Print Name

Signature

Date

Supplemental information to be submitted: You may also attach copies of available print media or articles generated about the Event, photos of activities, and State signage displayed at the Event. Contractor shall also provide a list of added promotional benefits and/or publicity that was provided or received by the State as a contributing sponsor of the Event.

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

Agency/Program: DCRT, Office of Tourism

Recipient: Fore! Kids Foundation Inc.,

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

12/18/13

Date


Appointing Authority

12/18/13

Date