



BOBBY JINDAL
GOVERNOR

ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

September 16, 2008

Ms. Beth Courtney
Executive Director
Louisiana Public Broadcasting
7733 Perkins Road
Baton Rouge, LA 70810

Dear Ms. Courtney:

Enclosed are approved copies of the following contract submitted to us and received in our office on August 26, 2008.

Louisiana Public Broadcasting
OCR# 662-900043 CFMS# 670880 Louisiana State University

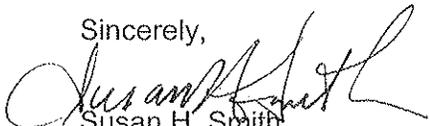
The OCR and CFMS numbers preceding the contract name have been assigned by this office and are used as identification for the approved contract. Please use these numbers when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contract. We should advise you that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists because of this contract defined by the IRS. If such a relationship does exist, your agency must make the appropriate withholdings according to law and IRS regulations.

We appreciate your continued cooperation.

72070200100

Sincerely,


Susan H. Smith
Director

SHS/la

Enclosure

RCVD SEP 29 '08

662-900043
670880

657353

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this 6th day of August, 2008 by and between The Louisiana Educational Television Authority of the State of Louisiana, hereinafter referred to as "**LETA**" and **KDAQ-FM** officially domiciled at LSU/Shreveport, One University Place, Shreveport, Louisiana, 71115, hereinafter referred to as "**KDAQ**".

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 . . . ;" and

WHEREAS, **LETA** desires to cooperate with **KDAQ** in the implementation of the Scope of Services as hereinafter provided; and

WHEREAS, the public purpose is described as:

The support of public radio broadcasts for the citizens of the State of Louisiana, including the use of such broadcasts for instructional, educational, and cultural purposes, in accordance with the requirements of the station as a public broadcasting entity licensed by the Federal Communications Commission;

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

Scope of Services

KDAQ hereby agrees to the following:

- To certify to **LETA** in writing that all funds received under this Agreement shall be used for the support of public broadcasting; (Attachment A)
- To provide to **LETA** an initial budget describing the proposed use of the funds, including narrative descriptions of goals/objectives; such initial budget shall be provided to **LETA** prior to any distribution of funds; (Attachment B)
- To cooperate with **LETA** in the broadcasting of programs such as hurricane / emergency preparedness information, news / public affairs, and related programs that are deemed to be "in the public interest;"
- To issue two written reports to **LETA**; the first report shall be due during the month of December 2008, prior to December 31, 2008; and the second report shall be due during the month of June 2009, prior to June 30, 2009; the first report shall detail any expenditure of funds since their dispersal up to the reporting date and any proposed changes and/or

- modifications to the initial budget; the second report shall be an annual summary of the use of the funds; and
- To return any funds not expended prior to June 30, 2009.

Payment Terms

In consideration of the services described above, **LETA** hereby agrees to provide State General Fund dollars appropriated to **LETA** for distribution to **KDAQ** in the amount of \$14,286. Funds shall be distributed as follows:

- \$7,143.00 upon receipt of the certification and initial budget;
- \$7,143.00 upon receipt of the December 31, 2008, report;

Should **LETA** determine that the State General Fund dollars have not been used in accordance with specific goals and objectives for said funds, **LETA** must 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.

Taxes

KDAQ hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be **KDAQ's** obligation and identified under federal tax identification number 72-0702001 (*tax id number*).

Termination Clause

LETA may terminate this Agreement for cause based upon the failure of **KDAQ** to comply with the terms and/or conditions of the Agreement; provided that **LETA** shall give **KDAQ** written notice specifying **KDAQ's** failure. If within thirty (30) days after receipt of such notice, **KDAQ** 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 and thereafter proceeded diligently to complete such correction, then **LETA** may, at its option, place **KDAQ** in default and the Agreement shall terminate on the date specified in such notice. **KDAQ** may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of **LETA** to comply with the terms and conditions of this Agreement; provided that **KDAQ** shall give **LETA** written notice specifying **LETA's** failure and a reasonable opportunity for **LETA** to cure the defect.

Auditors Clause

It is hereby agreed that 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 accounts of **KDAQ** which relate to this Agreement.

Term of Contract

This contract shall begin on July 1, 2008 and shall terminate on June 30, 2009.

Fiscal Funding

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 and/or the amount of the Agreement reduced to the level then available.

Discrimination Clause

KDAQ 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 Opportunity Act of 1972, Federal Executive Order 11246, 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 Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

KDAQ 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, disabilities.

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of AUGUST 17, 2008.

WITNESSES SIGNATURES:

LETA SIGNATURE:

[Handwritten Signature]

By: Bert County

[Handwritten Signature]

Title: Executive Director

WITNESSES SIGNATURES:

Contracting Party SIGNATURE:

By: [Handwritten Signature]
Michael T. Ferrell

Title: Vice Chancellor of Business Affairs

[Faint circular stamp]

SEP 16 2008

[Handwritten Signature]

August 13, 2008 – Red River Radio
KDAQ – Shreveport
KLSA - Alexandria

ATTACHMENT A

CERTIFICATION OF USE OF FUNDS

This notice is to certify that the funds that Red River Radio will receive via the signed and attached Cooperative Endeavor Agreement will be used exclusively for the support of public broadcasting in Northwest and Central Louisiana. The Tax ID 72-0702001 is also correct as specified in the contract.

Funds will be used to cover salaries of our engineer, whose responsibility it is to maintain our broadcast signal throughout our listening region.

August 13, 2008 – Red River Radio
KDAQ – Shreveport
KLSA - Alexandria

ATTACHMENT B

BUDGET and NARRATIVE

Funds from the attached CEA will be used to cover a portion of our engineer's salary. The engineer is crucial to the operation of Red River Radio (KDAQ), and it is his responsibility to assure that our broadcasts occur uninterrupted throughout Northwest and Central Louisiana.

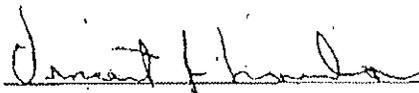
Red River Radio (KDAQ) is the exclusive provider of high quality cultural and information programming from NPR, PRI and APM in these two regions. Our objective is to provide this quality programming to the listeners we serve with the highest signal quality possible.

Engineer Salary \$14,286

Total: \$14,286

KEY CONTACT MAILING INFORMATION QUESTIONNAIRE

Agency Name: LSU - Shreveport



(Please sign in ink - Management Official - See Below)

ORM Agency Location Number: 4520

Management Official:

Person or Manager who is the head of your Department, Agency, Board or Commission corresponding to each "location number".

Dr. Vincent J. Marsala

(Name - Please indicate Ms., Mrs., Mr., Dr., etc.)

Chancellor

(Job Title)

This person will receive the following & other reports:

Management Report
Repeater List of Claims
Claims Edit Report

One University Place

(Address - Please provide messenger address, if applicable)

Shreveport, LA 71115

(City, State, Zip Code)

318-797-5200

(Telephone No.)

Budget Official:

Person to receive insurance premium projections from ORM for budgetary purposes and/or insurance premium billings.

Mr. Michael T. Ferrell

(Name - Please indicate Ms., Mrs., Mr., Dr., etc.)

Vice Chancellor for Business Affairs

(Job Title)

One University Place

(Address - Please provide messenger address, if applicable)

Shreveport, LA 71115

(City, State, Zip Code)

318-797-5278

(Telephone No.)

Maintenance Manager:

Person who oversees the machinery & equipment at your agency who will be the contact person for boiler & machinery audits.

Ms. Joanne E. Stanton

(Name - Please indicate Ms., Mrs., Mr., Dr., etc.)

Director of Facility Services

(Job Title)

One University Place

(Address - Please provide messenger address, if applicable)

Shreveport, LA 71115

(City, State, Zip Code)

318-797-5260

(Telephone No.)