



BOBBY JINDAL
GOVERNOR

ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana

Division of Administration
Office of Contractual Review

December 08, 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 cooperative endeavor agreement, received in our office on October 14, 2008. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

Louisiana Public Broadcasting

OCR# 662-900048 CFMS# 672044 Southeastern La. University/KSLU-FM

The OCR and CFMS numbers preceding the cooperative party's name has been assigned by this office and are used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan H. Smith".

Susan H. Smith
Director

SHS/cg

Enclosure

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 **KSLU-FM** officially domiciled at Southeastern Louisiana University, D Vickers Room 112, SLU 10783 Hammond, Louisiana, 70503, hereinafter referred to as "**KSLU**".

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 **KSLU** 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

KSLU 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 **KSLU** in the amount of \$14,285. Funds shall be distributed as follows:

- \$7,142.50 upon receipt of the certification and initial budget;
- \$7,142.50 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

KSLU hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be **KSLU's** obligation and identified under federal tax identification number 72-6000816 (*tax id number*).

Termination Clause

LETA may terminate this Agreement for cause based upon the failure of **KSLU** to comply with the terms and/or conditions of the Agreement; provided that **LETA** shall give **KSLU** written notice specifying **KSLU's** failure. If within thirty (30) days after receipt of such notice, **KSLU** 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 **KSLU** in default and the Agreement shall terminate on the date specified in such notice. **KSLU** 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 **KSLU** 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 **KSLU** 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

KSLU 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.

KSLU 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 **KSLU**, 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 Oct. 10, 2008.

WITNESSES SIGNATURES:

LETA SIGNATURE:

[Signature]

By: Bob County

Admin. Prog. Spec.

Title: Executive Director

WITNESSES SIGNATURES:

Contracting Party SIGNATURE:

[Signature]

By: [Signature]

[Signature]

Title: General Manager

APPROVED
Office of the Governor
Office of Contractual Review

DEC 18 2008

[Signature]
DIRECTOR

ATTACHMENT A

Certification that funds shall be used for
the support of public broadcasting.



Alternative Public Radio

October 6, 2008

ATTACHMENT A

Ms. Joanne Gaudet
Director of Business Services
Louisiana Public Broadcasting
7733 Perkins Road
Baton Rouge, Louisiana 70810

Dear Ms. Gaudet:

This letter is to certify that all funds received through the Cooperative Endeavor Agreement between the Louisiana Educational Television Authority of the State of Louisiana and KSLU Public Radio will be used for the support of public broadcasting at KSLU's studio on the campus of Southeastern Louisiana University.

Sincerely,



Todd E. Delaney
General Manager

/tl

ATTACHMENT B

Initial Budget and Narrative



Alternative Public Radio

ATTACHMENT B

Ms. Joanne Gaudet
Director of Business Services
Louisiana Public Broadcasting
7733 Perkins Road
Baton Rouge, LA 70810

Dear Ms. Gaudet:

Thank you for your letter of August 6, 2008 informing KSLU of the Louisiana Educational Television Authority state appropriation for fiscal year 2008/09. This letter is our application for one of the eight \$14,285.00 grants available to eligible public broadcast stations.

KSLU plans to expend the \$14,285.00 funding prior to the end of the 2008/09 fiscal year (June 30, 2009) toward the purchase of the following equipment:

KSLU Budget for LETA Expenditures 2008/09:

<u>Description of Expenditure (item)</u>		<u>Amount</u>
Globalcom Satellite Phone -- Model 2900	1 ea	\$1,484
Alinco VHF/UHF Ham Radio -- Model DR-635	1 ea	\$412
Broadcast Electronics Linearized PA Module for FMi-402 HD Transmitter, Spare	1 ea	\$2,599
Broadcast Electronics Power Supply Module for FMi-402 HD Transmitter, Spare	1 ea	\$2,779
APC Uninterruptible Power Supply -- Model 1500	3 ea	\$2,240
Motorola UHF 2-way Radios -- Model PR400	4 ea	\$1,980
Dell Laser Printer Model 1720dn	2 ea	\$598
Dell Laser Printer Toner Cartridges for 1720dn	4 ea	\$520
Olympus Portable Recorder Model LS-10	2 ea	\$798
Adobe Audition 3.0 Software (Educational Version)	6 ea	\$900
	Total	<u>\$14,310</u>



Alternative Public Radio

Our objective is to use the LETA funds to purchase necessary equipment to both maintain and improve KSLU's daily operations.

During the recent hurricanes (Gustav and Ike), KSLU was on the air 24-7, disseminating critical information. However, our communication channels failed once again, preventing us from gaining telephone and internet access. With the purchase of a satellite phone, 2-way radios and ham equipment, we'll be better able to maintain communication with critical agencies and broadcast vital updates to our listeners.

By purchasing a spare PA module and power supply for our transmitter and extra UPS systems, we'll be able to make swift repairs and quickly resume broadcasting in case of a major transmitter or power failure.

Finally, we intend to purchase printers, portable recorders and audio editing software in order to produce news packages, interviews and other audio productions gathered in the field. The printers will be used to print copy and other daily documents; the recorders will record the raw audio; and the software will enable us to produce the final packages.

Our goal is to have all of the above equipment purchased, received and installed prior to June 1, 2009.

KSLU's performance shall be measured as "successful" when all of the above equipment has been purchased, received and installed before June 1, 2009.

KSLU also agrees to provide written reports to LETA by the December 31, 2008 and June 30, 2009 deadlines.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd E. Delaney", is written over a horizontal line.

Todd E. Delaney
General Manager

cc: Steve J. Theriot, CPA,
Louisiana Legislative Auditor

ATTACHMENT C

Authorization of Signatory



October 2, 2008

Louisiana Public Broadcasting
7733 Perkins Road
Baton Rouge, LA 70810

To Whom It May Concern:

Please be advised that Mr. Todd Delaney, in his capacity as General Manager of KSLU, Southeastern Louisiana University's radio station (KSLU 90.9 FM), has authority to execute the Cooperative Endeavor Agreement with The Louisiana Educational Television Authority of the State of Louisiana dated July 31, 2008.

If you have any questions do not hesitate to contact me at 985-549-2280.

Sincerely,

A handwritten signature in cursive script, appearing to read 'John Crain', written over a large, stylized flourish.

John Crain
Interim President