



BOBBY JINDAL  
GOVERNOR

ANGELE DAVIS  
COMMISSIONER OF ADMINISTRATION

**State of Louisiana**  
Division of Administration  
**Office of Contractual Review**

September 29, 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.

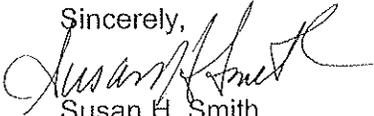
**Louisiana Public Broadcasting**  
**OCR# 662-900044    CFMS# 670881    University Of La. Lafayette**

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.

Sincerely,

  
Susan H. Smith  
Director

SHS/cg

Enclosure

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65735-6

**STATE OF LOUISIANA**  
**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR, made and entered into this 6<sup>th</sup> day of August, 2008 by and between The Louisiana Educational Television Authority of the State of Louisiana, hereinafter referred to as "**LETA**" and **KRVS-FM** officially domiciled at University of Louisiana at Lafayette, Burke Hall, Room 126, Hebrard Blvd., Lafayette, Louisiana, 70503, hereinafter referred to as "**KRVS**".

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 **KRVS** 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**

**KRVS** 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 **KRVS** 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**

**KRVS** hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be **KRVS's** obligation and identified under federal tax identification number 72-6000820 (*tax id number*).

### **Termination Clause**

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

**KRVS** 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.

**KRVS** 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 **KRVS**, 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:**

*[Signature]*

By: *Beil County*

*[Signature]*

Title: *Executive Director*

**WITNESSES SIGNATURES:**

**Contracting Party SIGNATURE:**

*Sherry A. Young*

By: *[Signature]*  
E. Joseph Savoie

*L. Julie Leday*

Title: President

**APPROVED**  
Office of the Governor  
Office of Contractual Review

SEP 29 2008

*[Signature]*  
DIRECTOR

## **ATTACHMENT A**

### Certification of CEA Compliance Funds shall be used for the support of Public Broadcasting

This is to certify that funds dispersed pursuant to the attached State of Louisiana Cooperative Endeavor agreement will be used in support of public radio broadcasts for the citizens of the State of Louisiana. All expenditures will be in compliance with the rules set forth in the CEA. Such projects will be designed to serve instructional, educational and cultural purposes in accordance with the requirements of the station as a public broadcasting entity licensed by the Federal Communications Commission.

## **ATTACHMENT B**

### **Projected Budget**

#### **Narrative:**

KRVS-FM, located on the University of Louisiana at Lafayette campus, is currently engaged in a \$12.5 million state project designed for the renovation and expansion of Burke-Hawthorne Hall.

The construction schedule calls for KRVS to vacate its current location and move into the newly expanded portion of the facility on October 22<sup>nd</sup>, 2008.

The allocation of \$14,286.00 associated with the LETA / CEA will be used for the transition to the new studios. Some items needed to complete the transition, include: studio equipment such as monitors, microphones, control consoles and digital editing capabilities.

Details of the expenditures will crystallize as we prepare equipment specifications for the new Public Radio facility. In all cases, the LETA funding will be used to serve the instructional, educational and cultural purposes of the residents of Louisiana.

Our mid-year reporting [December 31<sup>st</sup>, 2008] will clarify the costs and details of the specific items.

Thank you for your patience and cooperation as we experience this most important public service expansion.

# ATTACHMENT C

## Authorization of Signatory

Dr. E. Joseph Savoie, President of the University of Louisiana at Lafayette, is the sole agent authorized to sign contracts, agreements and other binding documents pertaining to the operation of UL Lafayette including all academic and administrative departments, including KRVS-FM Public Radio.

As per the following:

University of Louisiana System Rules and Regulations

PART II

CHAPTER I

Section I. Institutional Agreements

Authorization: *The Board of the University of Louisiana System authorizes institutions to enter into cooperative endeavor agreements with other public agencies within the state of Louisiana with respect to academic cooperative enterprises and undertakings relating to or associated with college or university purposes and programs in accordance with applicable laws.*

<http://www.uls.state.la.us/>

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
BA-22 (Revised 10/2005)

Date: 9/19/2008

Dept/Budget Unit/Program #: 19-662

Dept/Agency/Program Name: Louisiana Educational Television Authority OCR/CFMS Contract #: \_\_\_\_\_

Agency/Program BA-22 #: 7 Broadcasting Agency/Program Contract #: \_\_\_\_\_

Fiscal Year for this BA-22: 2008-09 BA-22 Start/End Dates: 07/01/08 06/30/09  
(yyyy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): \_\_\_\_\_ If "Yes", provide contract dates:

(Start Date) (End Date)

KRVS - FM (Contractor/Vendor Name) 726000820-47 (Contractor/Vendor No.)

Flow-thru funds for public radio  
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): \_\_\_\_\_ Amendment Start/End Dates: \_\_\_\_\_  
(Start Date) (End Date)

Contract Cancellation (Yes/No): \_\_\_\_\_ Date of Cancellation: \_\_\_\_\_

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level				
MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$14,286	100.0%	\$14,286	100.0%
Interagency Transfers	\$0	0.0%	\$0	0.0%
Fees and Self Gen.	\$0	0.0%	\$0	0.0%
Statutory Dedication	\$0	0.0%	\$0	0.0%
Federal	\$0	0.0%	\$0	0.0%
<b>TOTALS</b>	<b>\$14,286</b>	<b>100.0%</b>	<b>\$14,286</b>	<b>100.0%</b>

\*Specify Source (i.e., grant name, fund name, IAT sending agency, and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) \_\_\_\_\_

If not, explain. \_\_\_\_\_

This information is to be provided at the Agency/Program Level	
Name of Object Code/Category:	<u>Aid To Local Governments</u>
Object Code/Category Number:	<u>3650</u>
Amount Budgeted:	<u>\$14,286</u>
Amount Previously Obligated:	<u>\$0</u>
Amount this BA-22:	<u>\$14,286</u>
Balance:	<u>\$0</u>

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact: Johanne Gaudet Reviewed/Approved By: Steve Graziano  
 Name: Johanne Gaudet Name: Steve Graziano  
 Title: Director Business Services Title: Deputy Director  
 Phone: 225-767-4270 Phone: 225-767-4200

FOR AGENCY USE ONLY

AGENCY	PROGRAM	ACTIVITY	ORGANIZ.	OBJECT	REPT CAT	AMOUNT