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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 November 07, 2008. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

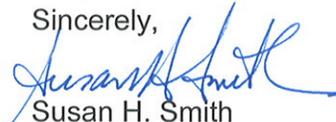
**Louisiana Public Broadcasting**

**OCR# 662-900047    CFMS# 672809    KEDM Public Radio/NLU Foundation**

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,

  
Susan H. Smith  
Director

SHS/cg

Enclosure

072809

## 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 **KEDM-FM** officially domiciled at University of Louisiana at Monroe, 225 Stubbs Hall, Monroe, Louisiana, 71209, hereinafter referred to as "**KEDM**".

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 **KEDM** 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**

**KEDM** 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 **KEDM** 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**

**KEDM** hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be **KEDM's** obligation and identified under federal tax identification number 72-6001695 (tax id number).

### **Termination Clause**

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

**KEDM** 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.

**KEDM** 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 **KEDM**, 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 \_\_\_\_\_.

**WITNESSES SIGNATURES:**

*[Signature]*

*[Signature]*

**LETA SIGNATURE:**

By: *[Signature]*

Title: *[Signature]*

**WITNESSES SIGNATURES:**

*[Signature]*

*[Signature]*

**Contracting Party SIGNATURE:**

By: *[Signature]* <sup>OK 15</sup>

Provost and VP for Academic  
Title: Affairs

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

DEC 08 2008

*[Signature]*  
DIRECTOR

## **ATTACHMENT A**

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

Attachment A

Certification that Funds Received  
Shall be Used for the Support of Public Broadcasting

The University of Louisiana at Monroe, licensee of public radio station KEDM, certifies that the funds received under this Agreement shall be used exclusively to support the public broadcasting services of KEDM.

Specifically, these funds shall be used as part of the non-federal match to a grant from the U.S. Department of Commerce's National Telecommunications and Information Administration, Public Telecommunications Facilities Program, to fund the acquisition and installation of a new antenna and transmission line for KEDM.

By:

Gene Hearn

Title:

Director Sponsored Programs & Research

Date:

October 3, 2008



**U.S. Department of Commerce**  
National Telecommunications & Information Administration

Title: **Public Telecommunications Facilities Program**

DOC Bureau Disbursing Funds: **National Telecommunications & Information Administration**

Grant Number: **22-01-N08240\_0**

Name and Address of Applicant: **University of Louisiana at Monroe  
KEDM Public Radio, 225 Stubbs Hall - ULM, Monroe, LA 71209**

Applicant Contact Name and Telephone Number: **Cynthia Perdue  
318-342-5559**

City/County/State: **Monroe\_Ouachita, LA**

State Congressional District: **5**

Grant Amount: **\$ 115,377.00**

**Description:**

A project to fund the acquisition and installation of an antenna and transmission line for KEDM-FM, Monroe, LA, to implement a power increase bringing first public radio service to 21,000 residents

The Department of Commerce is pleased to inform you that the Public Telecommunications Facilities Program (PTFP) will award grants in your state for fiscal year 2008. The Department will be mailing the award packages to the grants recipients later this week. The grant recipients have 30 days to sign and return the award to the Department in order for the award to become effective.

PTFP, administered by the National Telecommunications and Information Administration (NTIA), is funding 110 awards totaling over \$19 million for the 2008 grant round.

**Background on PTFP**

PTFP supports the expansion and improvement of public telecommunications services by providing matching grants for public facilities that deliver educational and cultural programs across the nation. Established in 1962, PTFP has contributed to bringing public broadcasting services to almost 97% of the population. In addition, PTFP supports the replacement and improvement of the public broadcasting infrastructure including the upgrade to digital technologies. The program also provides funds to educational institutions and non-profit organizations for a variety of technology-oriented distance learning projects.

Should you have any questions regarding PTFP grants, please do not hesitate to contact Jim Wasilewski, Director for NTIA's Office of Congressional Affairs, at (202) 482-1551.

## **ATTACHMENT B**

Initial Budget and Narrative

## Attachment B

### Narrative Description of Goals/Objectives and Initial Budget Describing the Proposed Use

These funds shall be used as part of the non-federal match to a grant from the U.S. Department of Commerce's National Telecommunications and Information Administration, Public Telecommunications Facilities Program, to fund the acquisition and installation of a new antenna and transmission line for public radio station KEDM.

The project will increase the Effective Radiated Power of the KEDM broadcast transmission and will replace a directional antenna with a new non-directional antenna, bringing first public radio service to approximately 21,000 residents.

The following pages describe the anticipated budget for this project.

SF424 1	SF424 1a	SF424 1b	PTFP-2	Budget	Equipment
View & Print Application		Finalize Application		User settings	Log out

### Budget Information Worksheet

#### A. PROJECT EXPENSES

##### *Equipment Totals by Category*

A1. Total Category A - Dissemination	\$	153,837
A2. Total Category B - Origination	\$	0
A3. Total Category C - Interconnection	\$	0
A4. Total Category D - Test/Other	\$	0
A5. Total Equipment (A1-A4)	\$	153,837
A6. Eligible Non-equipment costs	\$	0

Please provide details of the eligible non-equipment costs:

In an effort to future-proof its facilities during the on-going digital conversion, the applicant proposes use of a 12-bay antenna with beam tilt. The approved construction permit was predicated on a 10-bay antenna without beam tilt. This change will require an additional antenna engineering survey and filing with the FCC, but will not

A7. Total Eligible Project Costs	\$	153,837
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#### B. PROJECT FUNDING

B1. Federal Share Requested	\$	115,377
B2. Applicant Share	\$	38,460

SF424 1	SF424 1a	SF424 1b	PTFP-2	Budget	Equipment
View & Print Application		Finalize Application		User settings	Log out

### Eligible Equipment

Please do not place more than one equipment category on a page. Identify all major items required for the project. Proposed acquisition of multiple items grouped together for one price must be categorized sufficiently to provide assurance that no ineligible items are included.

Do not enter Non-equipment Costs or Ineligible Project Costs on this page. They should be included on the Budget page.

You may move or copy items from one year/location/category to another by clicking the Recategorize Items button at the bottom of the equipment list.

Ownership of equipment  Premature obligation of funds  Donated Equipment

Location: Swartz-Fairbanks

Dissemination | Origination | Interconnection | Test/Other |

**EQUIPMENT REQUEST (including installation costs)**

DISSEMINATION  - 2008

Swartz-Fairbanks

Item	Description of Item	Quantity	Cost
			\$
1	High-power FM analog/digital antenna	1	\$ 68,903
2	3" air dielectric transmission line/mntg hardware	860	\$ 34,934
3	Contractor Installation	1	\$ 50,000
Subtotal Equipment			\$ 153,837
Installation: Contractor	\$	0	
Installation: Staff	\$	0	
Subtotal Installation			\$ 0
TOTAL CATEGORY			\$ 153,837

## **ATTACHMENT C**

Authorization of Signatory

10/10/04

# UNIVERSITY OF LOUISIANA MONROE

## Memorandum

**TO:** Susan Smith  
Contractual Review

**FROM:** James E. Cofer, Sr.   
President

**RE:** Delegation of Signature and/or Approving Authority

**DATE:** December 14, 2004

I am hereby requesting that signature authority be granted to Dr. Eric Pani, Associate Provost, to facilitate the daily operations of the Office of Academic Affairs.

If approval is granted, then the Director of Purchasing, Mr. Cecil Willis, will review all contracts prior to the signature of the President, Provost, Associate Provost, or Executive Assistant.

Thank you for your consideration of the above requests.

JEC/jr

Cc: Dr. Nick Bruno  
Dr. Virginia Eaton  
Dr. Eric Pani  
Dr. Stephen Richters  
Mr. Cecil Willis

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

DEC 14 2004

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

DIRECTOR

DEC 14 2004  
  
DIRECTOR

Office of the President - 700 University Ave. - Monroe, LA 71209-3000

Phone: (318) 342-1010 • Fax: (318) 342-1019

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