

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 the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College acting for the University of New Orleans and its Public Radio Station, WWNO-FM, officially domiciled on the Lakefront Campus of the University of New Orleans, Earl K. Long Library 4th floor, New Orleans, LA 70148, hereinafter referred to as "**WWNO**".

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 **WWNO** 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

WWNO 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;
- 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;
- 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 **WWNO** 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

WWNO hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be **WWNO's** obligation and identified under federal tax identification number 72-0702000.

Termination Clause

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

WWNO 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.

WWNO 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 **WWNO**, 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:



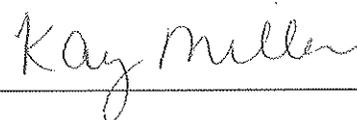


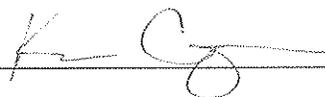
LETA SIGNATURE:

By: 

Title: 

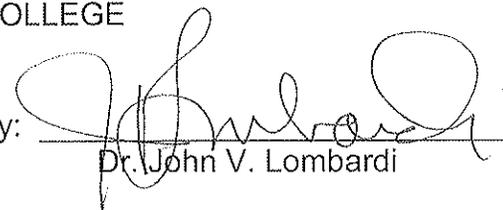
WITNESSES SIGNATURES:





Contracting Party SIGNATURE:

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE

By: 

Dr. John V. Lombardi

Title: President of the LSU System

APPROVED
Office of the Governor
Office of Contractual Review

MAY 14 2009



DIRECTOR

ATTACHMENT A

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

Attachment A

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

9/12/08

I certify that the funds from this grant shall be used exclusively in support of public broadcasting.

A handwritten signature in cursive script, appearing to read "Paul Maassen". The signature is written in black ink and is positioned above the printed name.

Paul Maassen

General Manager

WWNO – FM

University of New Orleans

New Orleans, LA 70148

ATTACHMENT B

Initial Budget and Narrative

Attachment B

Initial Budget and Narrative.

9/12/08

Funds from this grant shall be used to purchase and install two pieces of equipment to improve our broadcast capabilities.

- 1) Audemat HD Modulation Monitor - This is necessary equipment for our HD broadcasts. Cost \$8,500
- 2) LPT 3000 Analyzer Spectrum Analyzer - This is broadcast test equipment. Cost \$7,000



Paul Maassen

WWNO

ATTACHMENT C

Authorization of Signatory



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

225/578-2111
fax 225/578-5524

June 18, 2001

SUBJECT: Contracts for University Procurement of Professional, Personal, Social and Consulting Services -- PM-40

This memorandum supersedes PM-40 dated May 23, 2000.

A. REGULATIONS

The Office of Contractual Review has issued Regulations for the procurement of professional, personal, social and consulting services under provisions of Title 39, Chapter 16 of the Revised Statutes (LRS 39:1481 and following), which regulations become part of this Permanent Memorandum.

B. APPLICABILITY

The enabling legislation and subsequent regulations apply to every expenditure of public funds.

Certain contracts are specifically excluded:

LRS 39:1482(B) – certain insurance agents, insurance consultants and actuaries; LRS 39:1482(C) – architects, engineers, or landscape architects whose services are acquired under provisions of LRS 38:2310-2316, however, architects hired by the University under construction contracts not included in the Capital Outlay Bill are included in the approval process.

This memorandum is intended to cover contracts let for the procurement of professional, personal, social and consulting services and is not intended to supersede or affect provisions of PM-44, dated May 10, 2000 or subsequent correspondence concerning grants or contracts where the University is the provider of services or PM-60 dated February 5, 1991.

C. PROCEDURES

1) LSU Board of Supervisors Regulations:

Section 5-4 of the LSU Board of Supervisors Regulations provides the following: "All University System contracts shall be executed as follows:

- a) Contracts involving the purchase or sale of land, mineral rights, and other immovables; those involving significant University System policy; and major construction contracts shall be signed by the President only after approval of the Board or a specifically designated committee thereof.



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- b) All other contracts may be executed on the authority of an official of the University System or of its various campuses as designated by the President unless directed to be otherwise executed by the Board or a "specifically designated committee thereof."

2) Processing within the LSU System:

- a) *Delegation of Authority to Chancellors* - In connection with contracts covered under Section C (1)(b) above, where such contracts are for the procurement of professional, personal, social and consulting services, chancellors are authorized to execute such contracts for their respective campuses regardless of the dollar amount of the contract once the "Conditions of Delegation" as set forth in E (1) below are satisfied. If a chancellor or administrative head chooses to further delegate signature authority, he/she must submit a written request to the LSU System Office requesting the proposed delegation of signature authority. The President or his designee will review all such requests and advise the Office of Contractual Review of those delegations that have been approved by the President or his designee.
- b) *Exceptions* -Contracts for banking services, legal services, cooperative endeavors, major affiliation agreements involving significant policy issues, contracts related to the acquisition, design and implementation of major academic or administrative software systems and applications whose total value is equal to or greater than \$250,000 and those contracts covered in C (1)(a) above should be prepared for the approval of the President.
- c) *Discontinuance of Delegation* - Delegation of authority may be discontinued either completely or in part on a campus by campus basis or for the System as a whole. In such cases, campuses may be required to submit contracts for approval by the Office of the Executive Vice President.



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3) Office of Contractual Review (OCR)

a) *OCR Approval Required* - All contracts for the procurement of professional, consulting, social and personal services must be approved by the Office of Contractual Review (see 3b & 3c below for Delegation of Authority for contracts \$20,000 or less by OCR). The Office of Executive Vice President will obtain necessary clearances for contracts involving banking services, legal services, and cooperative endeavors. For all other contracts, campuses should obtain the necessary clearance from the Department of Civil Service, Attorney General, and/or Legislative Auditor, as required, and process the contract directly with the Office of Contractual Review, with the exception of designer contracts for major repair projects (Deferred Maintenance Appropriations) which should be sent to Facility Planning and Control. Facility Planning and Control will obtain the necessary approvals from the Office of Contractual Review.

b) *Delegation of Authority for Contracts of \$20,000 or Less* - Pursuant to Section III of the Rules and Regulations of the Office of Contractual Review, a Memorandum of Agreement has been reached with the Office of Contractual Review concerning contracts valued at \$20,000 or less. The Memorandum of Agreement provides that the University is authorized to enter into professional, consulting, social and personal services contracts for \$20,000 or less without the necessity of approval by the Office of the Contractual Review.

c) *Conditions of Delegation required by the Office of Contractual Review* – OCR's delegation of authority is subject to the following conditions:

- 1) Each separate campus shall submit a quarterly report of contracts valued at \$20,000 or less to the Office of Contractual Review.
- 2) This report shall include:
 - (a) Contractor's full name
 - (b) Begin date and end date
 - (c) Description of services rendered
 - (d) Amount of contract
 - (e) Total dollar amount of all contracts for that quarter.

D. *Delegation of Authority for Services Procured with Federal Funds* – Pursuant to Act 87 of the First Extraordinary Session of 2000, (LRS 39:1482(K)) a Memorandum of Agreement has been reached with the Office of Contractual Review concerning the procurement of services with federal funds specifically provided for such purpose. The Director of OCR has reserved the right to approve on an individual campus basis an agreed upon format for the respective campus to submit such contracts.



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E. *Conditions of Delegation required by the LSU System Office* – The System Office's delegation of authority is subject to the following conditions:

- 1) Each campus head shall submit a specific written request to the Office of the Executive Vice-President requesting the new delegation of authority defined in the revision of this permanent memorandum. All delegation of authority that existed prior to the issuance date of this permanent memorandum are continued in a manner consistent with the existing delegation of authority and this permanent memorandum. Until such time as the Executive Vice-President approves the campus's request for the delegations of authority as defined in this permanent memorandum no campus may execute contracts without the signature of the President or his designee.
- 2) Each separate campus shall submit a quarterly report of all contracts executed during the quarter to the Office of the Executive Vice-President. This quarterly report shall be submitted in a manner consistent with the format shown on Attachment "A".
- 3) This report shall include:
 - a) Contractor's full name
 - b) Begin date and end date
 - c) Description of services rendered
 - d) Amount of contract
 - e) Total dollar amount of all contracts for that quarter.
- 4) Each campus shall submit a quarterly Performance Evaluation report for all contracts completed within the relevant quarter in accordance with Louisiana Revised Statute Title 39:1500.

William L. Jenkins
President