

BOBBY JINDAL  
GOVERNOR



ANGELE DAVIS  
COMMISSIONER OF ADMINISTRATION

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



January 09, 2009

RECEIVED JAN 13 2009

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 December 19, 2008. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

**Louisiana Public Broadcasting**

**OCR# 662-900049    CFMS# 673571    Greater New Orleans Educational TV 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,

A handwritten signature in blue ink, 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 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 **WYES-TV** officially domiciled at 111 Veterans Boulevard, Suite 250, Metairie, LA 70005, hereinafter referred to as "**WYES**".

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 **WYES** in the implementation of the Scope of Services as hereinafter provided; and

WHEREAS, the public purpose is described as:  
The support of public television 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**

**WYES** 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 2009, 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 **WYES** in the amount of \$360,512. Funds shall be distributed as follows:

- 1/12 upon receipt of the certification and initial budget;
- 1/12 monthly thereafter.

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**

**WYES** hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be **WYES's** obligation and identified under federal tax identification number 72-0497926 (tax id number).

### **Termination Clause**

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

**WYES** 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.

**WYES** 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 **WYES**, 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:**

*Janet Boer*

By: *Beth County*

*Joanne Gaudet*

Title: *Exec. Dir.*

**WITNESSES SIGNATURES:**

**Contracting Party SIGNATURE:**

*Sylvia Hannon*  
*[Signature]*

By: *[Signature]*

Title: *PRESIDENT & GENERAL MANAGER*

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

JAN 9 2009

*[Signature]*  
DIRECTOR

## **ATTACHMENT A**

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

## **THE GREATER NEW ORLEANS EDUCATIONAL TELEVISION FOUNDATION**

I, Randall Feldman, am the President and General Manager of the Greater New Orleans Educational Television Foundation. I certify that the funds received from LETA under the State of Louisiana Cooperative Endeavor agreement dated August 6, 2008 will be used entirely for the support of public broadcasting. We will provide LETA with an initial budget and narrative describing the use of the funds. We will provide information for the Louisiana Performance Accountability System. We will provide two written reports to LETA in the dates indicated in the agreement and we will return any unused funds prior to June 30, 2009.



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Randall Feldman  
President & General Manager

## **ATTACHMENT B**

Initial Budget and Narrative

WYES - TV  
FY ' 09 LETA BUDGET

TECHNICAL OPERATIONS \$ 108,454.00

DIRECTOR  
MAINTENANCE

INDIVIDUAL GIVING

DIRECTOR  
OTHER

82,575.00

OUTREACH

TOTAL EXPENSES

54,373.00

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54,373.00

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PROGRAM PURCHASES

115,110.00

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\$ 360,512.00

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## **ATTACHMENT C**

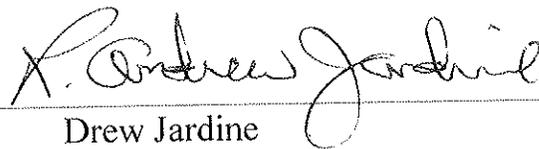
Authorization of Signatory

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF  
THE GREATER NEW ORLEANS  
EDUCATIONAL TELEVISION FOUNDATION**

Resolved, that the board of Trustees of the Greater New Orleans Educational Television Foundation at its meeting on August 27, 2008 authorizes and empowers Randall Feldman, President and General Manager, to enter into and to sign any documents related to Cooperative Endeavor Agreement dated August 6, 2008 between The Louisiana Educational Television Authority and WYES-TV.

I, Drew Jardine, do hereby certify that I am the duly elected and qualified Secretary and keeper of the records for the Greater New Orleans Educational Television Foundation, and that the above is a true and correct copy of a resolution duly adapted at the meeting of the Board of Trustees, and that the resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as Secretary this 27th day of August 2008.

A handwritten signature in cursive script, reading "Drew Jardine", written over a horizontal line.

Drew Jardine  
Secretary