

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT (*line item appropriations*)

THIS COOPERATIVE ENDEAVOR made and entered into by and between the Louisiana Board of Regents of the State of Louisiana, hereinafter referred to as “State,” and/or “Agency” and The Louisiana Endowment for the Humanities officially domiciled at 938 Lafayette Street, Suite 300, New Orleans, La. 70113, hereinafter referred to as “Contracting Party”.

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Act 12 of the 2011 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act contains a line item appropriation within the Agency’s budget for the benefit of The Louisiana Endowment for the Humanities, of which the sum of FIVE HUNDRED THOUSAND & NO/100 DOLLARS (\$500,000.00) has been allocated for this project, as set forth in “**Attachment A Plan**”, which is attached to this agreement and made a part hereof;

1.3 WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: The Louisiana Endowment for the Humanities will continue providing life-long learning opportunities available to all Louisianans regardless of race, gender, age, economic status, level of education attainment, or even location. Additionally, the LEH will bring Louisiana’s history and culture, its people and places before local, national, and international audiences as part of supporting the state’s cultural economy; and

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 12 of 2011, and the governor’s Executive Order BJ 2008-30 on accountability for line item appropriations; and is attached to this agreement and made a part hereof by reference as “**Attachment E**”.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II
SCOPE OF SERVICES

2.1 The Contracting Party shall: Support Louisiana’s cultural economy by bringing Louisiana’s people, places, history, and culture before a local, national, and international audience by performing the following services: publish and distribute Louisiana Cultural Vistas Magazine and continue development of LEH’s web-based encyclopedia, “KnowLA”.

2.2 Deliverables: The LEH will produce 4 (quarterly), 96-page issues of the magazine with a press run of 5,000 issues under this agreement. By past survey readership of each issue is estimated at 15,000. Louisiana Cultural Vistas is the principal documenting magazine of the culture of Louisiana, including its entire geography, peoples and cultures. More than 8000 pages of articles on Louisiana history and culture have already been published and another 400 will be published in the coming year. The magazine is distributed broadly to the general public with a special focus on the cultural and educational community. Included in the distribution are paid subscribers and contributors to the LEH; free copies are also distributed to school and public libraries, the cultural, educational, and political policy makers and leadership of the state, and the members of other cultural organizations. Copies shall be available to BOR as requested. The magazine is available free on line in a searchable digital format. The web-based encyclopedia, "KnowLA", currently in beta-site mode, will grow from over 300 entries to over 500 entries by Summer, 2012. This is the first and most comprehensive encyclopedia on Louisiana.

Contracting Party will provide to State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of appropriated funds. **Attachment C Progress Report** and **Attachment D Cost Report** are attached to this agreement and made a part thereof by reference.

2.3 Budget: The **Budget** for this project is incorporated herein as "**Attachment B**" which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The State's contribution for this project shall not exceed the total sum of FIVE HUNDRED THOUSAND & NO/100 DOLLARS (\$500,000.00), which sum shall be inclusive of all costs or expenses to be paid by State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated for this project by State. No state funds shall be paid for any one phase of this agreement that exceeds the categories shown on the **Budget** attached as "**Attachment B**", without the prior approval of State.

2.4 For public or quasi-public entities which are recipients under Act 12 of 2011, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Party shall provide quarterly written reports to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this contract is Todd Barre', Deputy Commissioner for Finance and Administration, his supervisor, or successor(s) to these positions.

3.2 **Monitoring Plan:** During the term of this agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's **Plan** to ensure Contracting Party's compliance with contract requirements.

The Contract Monitor shall also review and analyze the Contracting Party's written **Progress Reports** and **Cost Reports** and any work product for compliance with the Scope of Services; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this contract to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures detailed in **Cost Reports** are in compliance with the approved **Budget**. Contract Monitor shall coordinate with agency's fiscal office for disbursements to Contracting Party and shall contact Contracting Party for further details, information or documentation when necessary.

Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the corrective action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV **PAYMENT TERMS**

4.1 Payments to the Contracting Party shall be made by State after receipt from the Contracting Party and approval by State of quarterly **Cost Reports** detailing expenditures and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by Contracting Party, and shall be subject to audit, as hereinafter stated.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Copies of invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to the Cost Reports.

4.3 Disbursements under this agreement will be allowed only for expenditures occurring between and including the dates of **July 1, 2011 and June 30, 2012** and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this agreement by the Office of Contractual Review.

4.4 The Contract Monitor shall monitor disbursements on a quarterly basis. Under circumstances such that the Contracting Party has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified to the satisfaction of the agency reasons for the lack of progress. If the agency determines that the Contracting Party failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the agency shall 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. If it is determined by the Contract Monitor, or by an audit, that State funds were

expended on non-reimbursable expenses, the Contracting Party will be required to repay the State. For public or quasi-public entities which are recipients under Act 12 of 2011, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration, and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted no later than May 1, 2012.

4.5 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number 72-0795568.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the agreement; provided that the State shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contracting Party in default and the agreement shall terminate on the date specified in such notice. Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement. The Louisiana Endowment for the Humanities retains ownership and copyright of Louisiana Cultural vistas magazine and KnowLA, the digital encyclopedia of Louisiana.

ARTICLE VIII
ASSIGNMENT

8.1 Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 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 records and accounts of Contracting Party which relate to this agreement.

10.2 Contracting Party and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 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 on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
LINE ITEM APPROPRIATION CLAUSE

13.1 Contracting Party acknowledges that this agreement is funded wholly or in part with a specific line item appropriation added in the legislative process. Contracting Party agrees this specific line-item appropriation is not a part of the State's annual budget request or normal operating budget. As such, Contracting Party further agrees that the State is not responsible for requesting this line-item appropriation in the future. Contracting Party acknowledges that requesting future funding is the responsibility of the Contracting Party. Additionally, Contracting Party acknowledges that the funding for this Agreement is subject to legislative or executive changes such as mid-year budget reductions ordered by the Governor.

ARTICLE XIV
TERM OF CONTRACT

14.1 This agreement shall begin on **July 1, 2011** and shall terminate on **June 30, 2012**.

ARTICLE XV
DISCRIMINATION CLAUSE

15.1 The Contracting Party 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 Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, La on the 26 day, of Aug, 2011

WITNESSES:

A. M. [Signature]

Louisiana Board of Regents

[Signature]

James E. Purcell
Commissioner of Higher Education

THUS DONE AND SIGNED AT Franklin, Ill on the 18 day, of Aug, 2011

WITNESSES:

[Signature]
[Signature]

Louisiana Endowment for the Humanities

[Signature]

Michael Sartisky, PhD.
President/Executive Director

“ATTACHMENT A” PLAN

NAME OF CONTRACTING PARTY:

The Louisiana Endowment for the Humanities

NAME AND BRIEF NARRATIVE OF PROGRAM:

The Louisiana Endowment for the Humanities will continue providing life-long learning opportunities to all Louisianans regardless of race, gender, age, economic status, level of education attainment, or location. Additionally, the LEH will bring Louisiana’s history and culture, its people and places before local, national, and international audiences as part of supporting the state’s cultural economy and education.

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)

The Louisiana Endowment for the Humanities’ program goal is to provide all Louisianans with access to and an appreciation of their own rich, shared and diverse historical, literary and cultural heritage through, family literacy and adult reading initiatives, film and radio documentaries, museum exhibitions, public lectures, library projects and teacher professional development institutes. This state funding will help us produce 4 quarterly issues of our cultural magazine, Louisiana Cultural Vistas, and continue development of our growing digital online encyclopedia “KnowLA”.

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal. They identify the expected outcomes and results.*)

Being an integral part of Louisiana’s cultural economy by bringing Louisiana’s people, places, history, and culture before a local, national, and international audience through Louisiana Cultural Vistas magazine. The LEH will produce 4 quarterly, 96-page issues of the magazine with a press run of 5,000 issues. Louisiana Cultural Vistas is the principal documenting magazine of the culture of Louisiana, including its entire geography, peoples, and cultures. In addition, LEH will continue to develop and grow content in its web-based encyclopedia on Louisiana “KnowLA”, adding at least 200 new entries, including text and images.

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program.*)

Louisiana Cultural Vistas has, by past survey, a readership of each issue estimated at 15,000. It is distributed broadly to the general public with a special focus on the cultural and educational community. Louisiana Cultural Vistas will be published quarterly to reach both Louisianans and an out-of-state audience. Development of a web-based encyclopedia on Louisiana history & culture, now in beta-site mode, will continue to include a growing number of text, sound, and video entries.

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.*) By Summer, 2012, all 4 issues of LCV magazine will be produced and distributed to in-state and out-of-state subscribers with complimentary copies to the travel, convention, and educational community promoting Louisiana. The web-based encyclopedia, “KnowLA”, now with over 300 entries will grow to over 500 entries, including much sound and video content, by Summer, 2012.

Project Budget (2011-12)**Louisiana Endowment for the Humanities**
Production of the Louisiana Cultural Vistas Magazine & Web-based Encyclopedia Know LA**Page 1****Anticipated Income or Revenue**

<u>Sources</u> <i>(list all sources of revenue)</i>	<u>Amounts</u>
NEH Grants	\$ 818,270
State Grant (state & LEH fiscal years differ), incl. DCRT grant	\$ 800,000
US Dept. of Education Grant (TAH)	\$ 669,417
Annual Fund	\$ 154,913
Corporations & Foundations	\$ 341,812
LCV Ads & Subscriptions	\$ 65,170
Other Income	<u>\$ 183,530</u>
	\$3,033,112

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount of Line Item Appropriation</u>
Salaries	\$ 489,424	\$ 293,500
Related Benefits at up to 34% <i>(per personnel policy)</i>	\$ 162,699	\$ 93,920
Travel	\$ 36,700	\$
Operating Services	\$	\$
Advertising / Meetings	\$ 27,400	\$
Printing (non-LCV)	\$ 42,700	\$
Maintenance of Equipment	\$ 27,300	\$
Maintenance of Office, Insurance	\$ 5,000	\$
Rentals	\$ 0	\$
Dues and Subscriptions	\$ 3,000	\$
Telephones	\$ 15,000	\$
Postage	\$ 10,800	\$
Utilities / Office Space	\$ 30,000	\$
Other (LCV Printing & Production)	\$ 83,279	\$ 80,000
Office Supplies	\$ 18,000	\$
Professional & Contract Services (web serv.)	\$ 1,983,500	\$ 32,580
Other Charges (grantees / sub-recipients*)	\$ 98,310	\$
Acquisitions & Major Repairs	\$	\$
	-----	-----
Total Use of the Appropriation	\$ 3,033,112	\$ 500,000

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services shall be detailed using pages 2 and 3 of Attachment B).

ATTACHMENT B
Page 2
STAFFING
CHART

Name of Organization: Louisiana Endowment for the Humanities

Name of Program: Production of Louisiana Cultural Vistas (magazine) & Development of Web-based Encyclopedia KnowLA

Name	Title	Total Salary Amount	Percentage paid under this agreement	Related Benefits	Full time or Part Time # of months
Eric Carpentier	KnowLA Editor-Video	37,100	100	11,872	FT 12
Joyce Miller	KnowLA Editor	50,000	100	16,000	FT 12
Andrea Ferguson	KnowLA Digital Media Editor	45,000	100	14,400	FT 12
Amy Williams	KnowLA Proj. Coord.	45,000	100	14,400	FT 12
Jan Clifford	KnowLA proofreader	16,500	50	5,280	FT 12
David Johnson	LCV Executive Editor	51,500	100	16,480	FT 12
Toan Nguyen	LCV Art Designer	48,400	100	15,488	FT 12
Totals		293,500		93,920	

ATTACHMENT B
Page 3
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Name of Organization: Louisiana Endowment for the Humanities

Name of Program: Production of Louisiana Cultural Vistas (magazine) & Development of Web-based Encyclopedia KnowLA

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Garrity Print Solutions *	LCV Magazine printing & distribution	80,000	80,000
R Squared Communication *	KnowLA Web-site design	32,580	32,580

* Contract Amounts are approx. and could change based on printing and design needs.

“ATTACHMENT C”

Progress Report

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Organization: _____

Contact Name: _____

Telephone:() _____ **Fax:**() _____

Goal:	% Complete
Objective(s):	
Activity(Activities) Performed:	
Performance Measure(s):	

“ATTACHMENT D”

Cost Report for the Period of _____

Expense Category	Approved Total Amount	(Quarterly) Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Salaries				
Related Benefits				
Travel				
Operating Services				
Advertising				
Printing				
Maintenance of Equipment				
Maintenance of Office				
Rentals				
Dues/Subscriptions				
Telephones				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges				
Acquisitions & Major Repairs				

(Expense categories must reflect budget categories listed in “Attachment B” budget.)

To be submitted quarterly. Duplicate pages as needed. Attach required supporting documentation.

I hereby certify that the expense items shown in this Cost Report are true and correct, have actually been incurred and this request for payment is submitted in accordance with the terms of this agreement.

Signature of Authorized Representative

Date

“ATTACHMENT E”

Disclosure and Certification Statement

Contracting Party’s Name: R.Squared Communications

Contracting Party’s Mailing Address: 7145 Abbey Marie Ct. Dublin, Ohio 43017

Organization Type: (For example, local government, non-profit, corporation, LLP, etc.) LLC

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Randal Rust, President, 7145 Abbey Marie Ct. Dublin, Ohio 43017

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Randal Rust, President, 7145 Abbey Marie Ct. Dublin, Ohio 43017

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

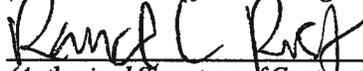
I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Randal L. Rust

(Name and Title of Contracting Party)



(Authorized Signature of Contracting Party)

AUG 13 2011

“ATTACHMENT E”

Disclosure and Certification Statement

Contracting Party's Name: *Garrity Point Solutions*

Contracting Party's Mailing Address: *109 Research Dr.
Harahan, La. 70123*

Organization Type: (For example, local government, non-profit, corporation, LLP, etc.) *C. Corporation*

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Paul Aiker CEO *Brian David - Secretary*
Kevin Aiker Executive VP *Terry Hawth - Treasurer*

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

*Kevin Aiker
1311 Vesper Lane
Covington, La. 70433*

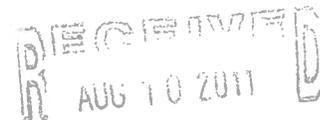
List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

Garrity Point Solutions Kevin Aiker
(Name and Title of Contracting Party)

[Handwritten Signature]
(Authorized Signature of Contracting Party)





Board Resolution

A meeting of the Board of Directors of
The Louisiana Endowment for the Humanities
was held on 24 June, 2011

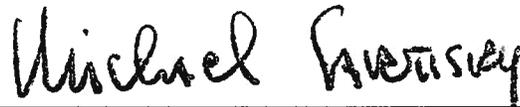
Whereby a resolution was passed authorizing:

Dr. Michael Sartisky, President/Executive Director by his

signature, to enter into any and all contractual obligations on behalf of this corporation.



LEH Board of Directors Corporate Secretary, Glenda Erwin



President / Executive Director, Louisiana Endowment for the Humanities