

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

October 01, 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 August 26, 2008. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

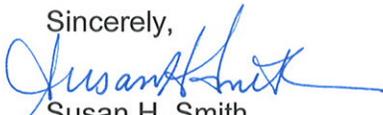
Louisiana Public Broadcasting

OCR# 662-900046 CFMS# 670879 WLAE TV

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

662-900046

670879

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

657059

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 **WLAE-TV** officially domiciled at 3330 North Causeway #345, Metairie, LA, 70002, hereinafter referred to as "**WLAE**".

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 **WLAE** 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

WLAE 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 **WLAE** in the amount of \$271,966. 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

WLAE hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be **WLAE's** obligation and identified under federal tax identification number 72-0920100 (*tax id number*).

Termination Clause

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

WLAE 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.

WLAE 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 **WLAE**, 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: Beith County

[Signature]

Title: Executive Director

WITNESSES SIGNATURES:

Contracting Party SIGNATURE:

Jammy McDaniel
Leonard J. Beaulieu

By: [Signature]

Title: VP + General Manager - WLAE-TV

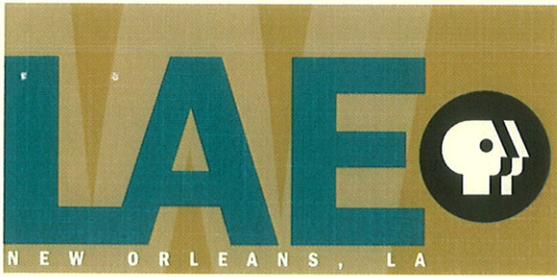
APPROVED
Office of the Governor
Office of Contractual Review

OCT 01 2008

[Signature]
DIRECTOR

ATTACHMENT A

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



August 6, 2008

This letter is to certify that all of the funds of this LETA agreement will be used for the support and enhancement of public television services in the New Orleans area.

A handwritten signature in black ink, appearing to read 'Ron Yager', written in a cursive style.

Ron Yager
Vice President & General Manager
WLAE-TV

3330 N. Causeway Blvd.

Suite 345

Metairie, LA 70002

504.866.7411

WLAE-TV

WLAE-DT

WLAE.COM

ATTACHMENT B

Initial Budget and Narrative

**WLAE-TV
BUDGET SUMMARY
FISCAL YEAR 2009**

REVENUE

MASS CONTRIBUTIONS	60,000
ON-AIR PLEDGE	15,000
PLEAS	20,000
MATCHED GIFTS	721
UNSOLICITED GIFTS	9,400
MASS APPEAL	20,000
TUITION AUCTION SALES	180,000
GRANTS- FEDERAL AGENCIES	38,000
FEDERAL GRANT- CPB/CSG	510,000
LETA	271,966
CABLE ROYALTY/SURPLUS DIST-PBS	10,995
BBT MANAGEMENT FEE	8,700
CREATIVE SERVICES	1,070,000
UNDERWRITNG- PRODUCTION	376,000
UNDERWRITING- PROGRAM	85,000
IN KIND MISC INCOME	89,900
DONATIONS- WILLWOODS	263,260
INTEREST INCOME	31,700
MISCELLANEOUS INCOME	1,000
TOTAL REVENUE	3,061,642

EXPENSES

ACCOUNTING/MANAGEMENT FEES	92,042
ADVERTISING & PROMOTION	90,000
DUES & SUBSCRIPTIONS	11,800
CONFERENCES & TRAVEL	65,000
FUNDRAISING EXPENSES	42,200
INSURANCE	100,425
INTEREST	202,255
OFFICE & MEETING EXPENSES	51,200
OTHER	23,045
PERSONNEL & BENEFITS	1,432,473
PROGRAMMING LICENSE FEES	150,000
PROFESSIONAL SERVICES	122,000
RENT	147,797
REPAIRS & MAINTENANCE	56,600
TELEPHONE & UTILITIES	105,700
SUPPLIES	87,800
VEHICLE EXPENSES	13,900
TOTAL EXPENSES	2,794,237

NET INCOME (LOSS) BEFORE DEP 267,405

DEPRECIATION 242,042

NET INCOME (LOSS) AFTER DEP 25,363

ATTACHMENT C

Authorization of Signatory



Mr. and Mrs. John D. Becker
Co-Chairs
Mr. and Mrs. Patrick J. Veters
Vice Co-Chairs
Deacon and Mrs. Paul A. Nalty
Co-Chairs Emeriti

Rev. Thomas E. Chambers, C.S.C., Ph.D., LPC
President

Established 1978

ACTION

Ratification of appointments made by the Executive Committee:

Rev. Thomas Chambers, President, Educational Broadcasting Foundation, Inc.
Ron Yager, Vice-President/General Manager, Educational Broadcasting Foundation, Inc.
Rev. Thomas Chambers, President, LAE Productions, Inc.
Jim Dotson, Vice-President/General Manager, LAE Productions, Inc.

Approval of appointments:

Rev. Thomas Chambers, Registered Agent, Educational Broadcasting Foundation, Inc.
Rev. Thomas Chambers, Registered Agent, LAE Productions, Inc.

Rev. Thomas Chambers, President, Fiat Press
Tammy McDaniel, Secretary/Treasurer, Fiat Press

Sr. Suzanne Pescay, Vice-President, Malta Park
Tammy McDaniel, Secretary/Treasurer, Malta Park

Tammy McDaniel, Secretary/Treasurer, Sts. Peter and Paul Apts (Inactive Non-Profit Corp)

Wayne Mayeux, Vice-President, Willwoods Community Management, Inc.
Tammy McDaniel, Secretary/Treasurer, Willwoods Community Management, Inc.

Wayne Mayeux, Vice-President, Pontchartrain Housing Corp. I d/b/a Carriage House Apts
Tammy McDaniel, Secretary/Treasurer, Pontchartrain Housing Corp. I d/b/a Carriage House Apts

Wayne Mayeux, Vice-President, Pontchartrain Housing Corp. II d/b/a River Road Apts
Tammy McDaniel, Secretary/Treasurer, Pontchartrain Housing Corp. II d/b/a River Road Apts

Wayne Mayeux, Vice-President, Pontchartrain Housing Corp. III d/b/a Timber Ridge Apts
Tammy McDaniel, Secretary/Treasurer, Pontchartrain Housing Corp. III d/b/a Timber Ridge Apts

Rooted in Prayer ✪ United in Service