

1 **COOPERATIVE ENDEAVOR AGREEMENT**

2 **BETWEEN**

3 **CITY OF NEW ORLEANS,**

4 **AND**

5 **XAVIER UNIVERSITY**

6 **AND**

7 **GERT TOWN REVIVAL INITIATIVE (GRI)**

8 **THIS AGREEMENT** is made and entered into as of this 1st day of December,
9 2004 by and between the City of New Orleans, herein represented by C. Ray Nagin,
10 Mayor (hereinafter referred to as the "City") and Gert Town Revival Initiative (herein
11 after referred to as the "GRI"), represented by Rev. Lois DeJean, Chairman, and Xavier
12 University, represented by Dr. Norman C. Francis (hereinafter referred to as the
13 "Xavier"), fiduciary to GRI to accomplish the project entitled "Gert Town Revival
14 Initiative (GRI)", GRI-001(05), Budget Code 7591.
15

16 **WITNESSETH**

17 **WHEREAS**, the City desires to provide funding and policy guidance for the
18 implementation of a strategic plan; and

19 **WHEREAS**, Xavier University has expressed a desire and demonstrated the
20 necessary expertise to act as fiduciary; and

21 **WHEREAS**, GRI has expressed a desire to implement this initiative; and

22 **WHEREAS**, the City is authorized by Home Rule Charter Section 9:314 to enter
23 into a cooperative endeavor agreement for the implementation of the program; and

1 **NOW THEREFORE**, the City of New Orleans, Xavier University, and GRI for
2 the consideration and under the conditions set forth, do agree as follows:

3 **SECTION I – SCOPE OF SERVICES**

4 **A. Xavier agrees to:**

- 5 1. Provide technical support by serving as fiduciary of the funds on behalf of
6 Gert Town Revival Initiative (GRI).
- 7 2. Provide compliance and fiscal monitoring of the contract and technical
8 assistance as needed.
- 9 3. Provide start-up funding and a working capital advance for the project, in an
10 amount determined by the City of New Orleans and agreed by GRI as
11 presented in Attachment I Start Up and Working Capital Advance, which is
12 attached and made part of this agreement.
- 13 4. Provide payment from the Escrow Fund in accordance with the provision of
14 this section. In connection with a payment from the Escrow Fund, there shall
15 be filed with the University a requisition, signed by an Authorized Gert Town
16 Revitalization Initiative (GRI) Representative, stating the following:
 - 17 a. The item number of each such payment.
 - 18 b. The name of the person, firm or corporation whom each such payment
19 is due, or, if such payment has been made by GRI, that Xavier
20 University is to reimburse GRI directly for such payment.
 - 21 c. The respective amount to be paid.
 - 22 d. The purpose by general classification for which each obligation to be
23 paid was incurred.

1 e. That the obligation in the stated amounts have been incurred by GRI
2 and are either (1) presently due and payable or (2) have been paid by
3 GRI and that each item thereof is a proper charge against the Escrow
4 Fund and has not been subject of any prior requisition.

5 f. A certification that all work, materials, supplies and equipment which
6 are the subject of such requisition have been performed or delivered
7 and are in accordance with the description of the GRI Project referred
8 to previously.

9 5. Provide administrative oversight, completing reports, and record keeping of
10 all support for all activities.

11 6. Upon receipt of each requisition and accompanying certificate and supporting
12 documentation as defined, the University shall pay the obligations set forth in
13 such requisition out of the money in the Escrow Fund, and each such
14 obligation shall be paid by check signed by one or more officers or employees
15 of the University designated for such purpose by the University or by wire
16 transfer or credit to an account of GRI or in such manner as may be agreed on
17 by GRI and the University. Supporting documentation shall be defined as
18 copies of vendor invoices, employee time sheets, and cancelled checks if
19 previously paid by GRI. In making such payments the University may fully
20 rely upon such requisitions. If not for any reason GRI should decide prior to
21 the payment of any item in a requisition not to pay such items, it shall give
22 written notice of such decision to the University and thereupon the University
23 shall not make such payment. The University shall have (3) days from receipt

1 of the requisition request to pay the obligation as set forth in the requisition in
2 conformity with this section of this agreement.

3 7. All requisitions and opinions received by the University as conditions of
4 payment from Escrow Fund may be fully relied upon by the University and
5 shall be retained by the University, subject at all reasonable times to
6 examination by the City of New Orleans and GRI.

7 8. Any and all interest earned on funds entrusted to Xavier University on behalf
8 of GRI shall be reported to GRI and returned to the fund balance for use by
9 GRI on activities approved under the scope of work of this agreement and its
10 amendments.

11 9. Provide assistance to GRI with hiring an Executive Director.

12 10. Provide technical assistance and support to the Executive Director once hired.

13 **B. Gert Town Revival Initiative (GRI) agrees to:**

14 1. Partner with Xavier University to serve the Gert Town community with
15 technical support in developing strategies dedicated to revitalizing Gert Town
16 and the adjacent communities through activities and services that will enhance
17 the quality of life of the residents.

18 2. Adopt a Gert Town Strategic Plan subject to further modification after review
19 by the community.

20 3. Organize a letter-writing and petition-signing campaign around the
21 Thompson-Hayward issue. Focus on remediation as being necessary for
22 achieving community development efforts.

- 1 **4. Hire an Executive Director that will provide the following services; including**
2 **but not limited to**
- 3 **a. Increase resident participation and build community capacity.**
 - 4 **b. Recruit more community leadership (block captains and influential**
5 **business leaders.**
 - 6 **c. Assist with organizing GRI.**
 - 7 **d. Design a continued GRI community clean-up program.**
 - 8 **e. Develop partnerships with churches, schools and other institutions to**
9 **build community capacity.**
 - 10 **f. Implement and execute the priorities as approved by the board.**
 - 11 **g. Develop website and a quarterly newsletter (to be distributed at**
12 **community forums).**
 - 13 **h. Any and all other duties as defined in the Executive Directors job**
14 **description developed by GRI board.**
- 15 **5. Commit to raising and leveraging the funds to implement the mission of GRI.**
16 **6. Conduct quarterly community forums and town hall meetings within the first**
17 **year.**
- 18 **7. Build relationships with housing agencies (City Planning, NORA, DHND,**
19 **etc.).**
- 20 **8. Partner with the city representative of the Renewal Community Program, to**
21 **pursue economic development opportunities for Gert Town.**
- 22 **9. Explore options for housing rehabilitation assistance. After achieving 501 c**
23 **(3) non-profit status, GRI can apply for assistance through DHND's Super**

- 1 NOFA process.
- 2 10. Pursue Partnerships with Xavier and other entities on building capacity for
- 3 Land Banking opportunities.
- 4 11. Funnel all correspondence with city agencies through DHND staff.
- 5 12. Focus on block by block development and on clusters of blocks so that
- 6 changes are more visible and will lead to further improvement through the
- 7 neighborhood.
- 8 **C. The City agrees to:**
- 9 1. Provide policy and programmatic guidance to Xavier University and GRI in
- 10 execution of all activities under this agreement.
- 11 2. Provide GRI with information and access to activities and initiatives of the
- 12 Division of Housing and Neighborhood Development.
- 13 3. Provide funding for the program activities consistent with adopted Gert Town
- 14 strategic plan.
- 15 4. Provide staff for technical assistance, as needed and appropriate.
- 16 5. Provide staff and technical assistance and participate in the continued
- 17 planning process.
- 18 6. Correspond with the Renewal Community representative on economic
- 19 development efforts in Gert Town.
- 20 7. Provide a database of available vacant, blighted, and adjudicated properties.
- 21 8. Transfer funds to Xavier University as one lump sum payment.
- 22 9. Approve GRI's budget and request for budget revisions.
- 23 **D. Location of Activities:**

1 The Administrative location for these activities is located at 2823 Broadway
2 Street New Orleans, LA 70125

3 **SECTION II – COMPENSATION/METHOD OF PAYMENT**

4 The City agrees to pay Xavier University the maximum amount of four hundred four
5 thousand dollars (\$404,000.00) for services conducted under this agreement, as per
6 attachment and made a part of this agreement. It is acknowledged and understood by
7 Xavier University and GRI that he/she is responsible for providing original
8 invoices/receipts, payroll verification, with backup available upon request, etc., as
9 mandated by the City's Audit Committee for items and services provided under this
10 agreement. It is acknowledged and understood by Xavier University and GRI that they
11 will prepare and submit line item reports/invoices requesting reimbursement, in
12 accordance with its normal procedures, on a monthly base. Applicable back up
13 information (including invoices, receipts, payroll verification, etc.) will be made available
14 to the City upon request.

15 **SECTION III – EQUAL EMPLOYMENT OPPORTUNITY**

16 In all hiring or employment made possible by or resulting from this contract there (1) will
17 not be any discrimination against any employee or applicant for employment because of
18 race, color, religion, gender, ages, physical or mental disability or national origin, sexual
19 orientation, creed, culture, or ancestry and (2) where applicable, affirmative action will be
20 taken to ensure that Xavier University's employees are treated during employment
21 without regard to their race, color, religion, gender, age, physical or mental disability, or
22 national origin, sexual orientation, creed, culture, or ancestry. This requirement shall
23 apply to, but not be limited to, the following: employment, upgrading, demotion, or

1 transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or
2 other forms of compensation, and selection for training, including apprenticeship. All
3 solicitations or advertisements for employees shall state that all qualified applicants will
4 receive consideration for employment without regard to race, color, religion, gender, age,
5 physical or mental disability, or national origin, sexual orientation, creed, culture, or
6 ancestry.

7 **SECTION IV – NONDISCRIMINATION**

8 A. Xavier University agrees to comply with Federal and State laws, rules and
9 regulations of the City’s policy relative to nondiscrimination in client and client
10 service practices because of political affiliation, religion, race, color, sex,
11 handicap, age, sexual orientation, or national origin.

12 B. Xavier University agrees to provide services without regard to ability to pay or
13 the current or past health condition of an individual, and in settings accessible to
14 low-income persons.

15 **SECTION V – CONFIDENTIALITY**

16 Xavier University and GRI agrees to abide by all state and federal laws, rules and
17 regulations and City policy respecting confidentiality of an individual’s records. Xavier
18 University and GRI further agrees not to divulge information concerning any individual
19 to any unauthorized person without the written consent of the individual, employee, client
20 or responsible parent or guardian unless required by law.

1 **SECTION VI – PUBLICITY**

2 Xavier University and GRI agrees that any publicity given to the program or service
3 provided herein, including, but not limited to, notices, information, pamphlets, press
4 releases, research, reports, signs and similar public notices prepared by or for Xavier
5 University and GRI, shall not identify the City as sponsoring agency without prior
6 approval. In addition, Xavier University and GRI shall not display the City name or logo
7 in any manner, including but not limited to, display on Xavier University and GRI
8 letterhead or physical plan without the prior written authorization of the City.

9 **SECTION VII – INTANGIBLE PROPERTY**

10 Except as otherwise provided in terms and conditions of the Agreement, the author or the
11 City is free to copyright any books, publications or other copyrightable materials
12 developed in the course of or under the Agreement. Should any copyright materials be
13 produced as a result of the Agreement, the City shall reserve a royalty-free, non-exclusive
14 and irrevocable right to reproduce, modify, publish or otherwise use and to authorize
15 others to use the work for government purposes.

16 **SECTION VIII – ACCESS TO RECORDS**

17 The state and federal government and the City shall have access to pertinent books,
18 documents, papers and records of Xavier University and GRI, any subcontractor, and the
19 City respectively for the purposes of verifying the nature and extent of applicable cost,
20 and making audit examinations, excerpts, and transcripts that are related to the services
21 contracted under this agreement. The parties and their respective subcontractors record
22 retention requirements are five (5) years from the submission of the final expenditure

1 report. Any litigation, claim or audit is started before the expiration of the five-year
2 period, the record shall be retained until all litigation, claims or audit findings involving
3 the records have been resolved.

4 **SECTION IX – REQUIREMENTS RELATED TO LOBBYING**

5 Xavier University and GRI agrees to file and comply with all the prohibitions and
6 requirements as to federal prohibitions and requirements related to lobbying will be
7 included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose
8 accordingly.

9 **SECTION X - LICENSE REQUIREMENTS**

10 A. Xavier University and GRI shall comply with all federal, state and City licensure
11 and/or certification requirements, if applicable.

12 B. Xavier University and GRI is responsible to ensure that employees and/or
13 subcontractors are appropriately licensed, if applicable.

14 C. Xavier University and GRI shall provide copies of all appropriate federal, state
15 and/or city licenses and certifications held by Xavier University and GRI and/or
16 its employees to the City, if applicable.

17 **SECTION XI – ASSIGNABILITY**

18 Xavier University and GRI shall not assign any interest in this Agreement, and shall not
19 transfer any interest in the same, without the prior written consent of the City.

20 **SECTION XII – CONFLICT OF INTEREST**

21 In the interest of insuring that other efforts of Xavier University and GRI do not conflict
22 with the interest of the City, and in recognition of Xavier University and GRI's

1 professional responsibility to the City, Xavier University and GRI agrees to decline any
2 offer of employment of its independent professional work on behalf of the City is likely
3 to be adversely affected by the acceptance of such employment. The initial determination
4 of such responsibility rests with Xavier University and GRI. It is incumbent upon Xavier
5 University and GRI to notify the City and provide full disclosure of the possible effects
6 of such employment Xavier University and GRI's independent, professional work in
7 behalf of the City. Final decision on any disputed offers of other employment for Xavier
8 University and GRI shall rest with the City.

9 **SECTION XIII – INDEMNIFICATION**

10 Xavier University and GRI shall indemnify and save harmless the City against any and
11 all claims, demands, suits, judgements or sums of money to any party accruing against
12 the City of loss of life or injury or damage to persons or property growing out of,
13 resulting from, or by reason of any act and/or omission of the operation of Xavier
14 University and GRI, their agents, servants, or employees while engaged in or about or in
15 connection with the discharge or performance limited to any or all claims due to the
16 contractor's negligence of their obligation under this agreement.

17 **SECTION XIV – ACKNOWLEDGMENT OF EXCLUSION OF WORKERS**

18 **COMPENSATION**

19 Xavier University and GRI herein expressly agrees and acknowledges that he/she is an
20 independent contractor as defined in La. R.S. 23:1021(6), as amended, and as such it is
21 expressly agreed and understood between the parties hereto, in entering into this
22 professional services contract, that the City shall not be liable to Xavier University and
23 GRI for any benefits or coverage as provided by the Worker's Compensation Law of the

1 State of Louisiana; and further, under the provisions of La. R.S. 23:1034, as amended,
2 anyone employed or subcontracted by Xavier University and GRI shall not be considered
3 an employee of the City for the purpose of Worker's Compensation coverage.

4 **SECTION XV – ACKNOWLEDGMENT OF EXCLUSION OF**
5 **UNEMPLOYMENT COMPENSATION COVERAGE**

6 Xavier University and GRI herein expressly declares and acknowledges that he is an
7 independent contractor, and as such is being hired by the City under this contract of hire,
8 as noted and defined in La. R.S. 23:1472 (E), as amended, and therefore it is expressly
9 declared and understood between the parties hereto, in entering into this Agreement, or
10 contract for hire, and in connection with unemployment compensation coverage only,
11 that:

- 12 A. Xavier University and GRI has been and will be free from any control or direction
13 by the City, over the performance of the services covered by this contract.
- 14 B. The service(s) to be rendered by Xavier University and GRI is outside the normal
15 course and scope of the City's usual business.
- 16 C. Xavier University and GRI has been independently engaged in performing the
17 service(s) listed herein prior to the date of this contract.

18 Consequently, neither Xavier University and GRI, nor anyone employed by them, shall
19 be considered an employee of the City for the purpose of unemployment compensation
20 coverage, the same being hereby expressly waived and excluded by the parties hereto.

1 **SECTION XVI – WAIVER OF SICK AND ANNUAL LEAVE BENEFITS**

2 It is expressly agreed and understood between the parties entering into this professional
3 services contract, that Xavier University and GRI, acting as an independent agent, shall
4 not receive any sick and annual leave benefits from the City.

5 **SECTION XVII – JURISDICTION**

6 The undersigned Contractor does further hereby consent and yield to the jurisdiction of
7 the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas
8 of jurisdiction on account of the residence elsewhere of the undersigned Contractor.

9 **SECTION XVIII – DURATION OF AGREEMENT**

10 This agreement shall terminate on November 30, 2005. Either party may terminate this
11 contractual agreement by written correspondence within thirty (30) days before the
12 termination date except as provided for in Part II, General Terms and Conditions, which
13 is attached and made a part of this agreement. The City shall have the option to extend
14 the terms of this agreement beyond the termination date by giving written notification to
15 Xavier University and GRI stating such intentions at least seven (7) days prior to the
16 termination of the agreement.

1 For the considerations and under the conditions set forth above Xavier University and
2 GRI has agreed to perform the specified services for the City of New Orleans.

3 **IN WITNESS THEREOF:**

4

5 **ATTEST:**

CITY OF NEW ORLEANS

6

7

Dennis J. Pearson

8

9

C. Ray Nagin
**C. Ray Nagin, Mayor
City of New Orleans**

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Janette M.

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Norman C. Francis
**Dr. Norman Francis
President,
Xavier University**

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72-0635884
Tax ID No.

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Lois DeJean
**Lois DeJean
Chairman,
Gert Town Revival
Initiative (GRI)**

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30-0027125
Tax ID No.

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CITY ATTORNEY APPROVAL

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Jan Delyard
05.04.11-018