



BOBBY JINDAL  
GOVERNOR

ANGELE DAVIS  
COMMISSIONER OF ADMINISTRATION

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

April 13, 2009

Ms. Fran Gladden  
Undersecretary  
Department of Economic Development  
Post Office Box 94185  
Baton Rouge, LA 70804-9185

Dear Ms. Gladden:

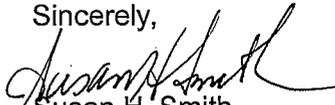
Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on March 31, 2009. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

**Department of Economic Development**  
**OCR# 252-900940    CFMS# 676514    UNO & Research Technology 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,

  
Susan H. Smith  
Director

SHS/pl

Enclosure

RECEIVED

APR 27 2009

CONTRACTS/GRANTS REVIEWER

252-900409  
09/182 - 22

STATE OF LOUISIANA  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
AND  
UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC  
  
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR ("Agreement"), made and entered into effective **March 1, 2009** by and between **Department of Economic Development of the State of Louisiana**, 1031 N. Third Street, Baton Rouge, LA 70802 (Post Office Address for all deliveries) P.O. Box 94185, Baton Rouge, LA 70804-9185 hereinafter referred to as the "LED" or "State", and **University Of New Orleans Research And Technology Foundation, Inc.** officially domiciled at 2021 Lakeshore Drive, Room 307, New Orleans, LA 70122 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 511 of the 2008 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 511 contains an appropriation within the LED's budget for the benefit of "the NIMS Film Production" of which the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND & NO/100 (\$1,550,000.00) DOLLARS** has been allocated for this Project, the "Line Item Appropriation".

1.3 WHEREAS, the LED 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: development of a video production industry in the New Orleans area and creation of jobs.

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:

**Project Goals and Objectives**

The Creative Economy in general, and the film industry in Southeast Louisiana in particular, are challenged by lack of infrastructure to accommodate industry demand, causing the State to lose potential jobs, training, experience and opportunities their presence could provide Louisiana workers, students, entrepreneurs and businesses. The shortage of infrastructure is hampering the development of a long-term, self-supporting industry.

The UNO Robert E. Nims Center (the "Nims Center") is the region's sole, full-service, production facility. The Nims Center has been created through a combination of support from the LED, UNO, substantial private donations through the UNO Foundation, Jefferson Parish, City of New Orleans, and U.S. Economic Development Administration grants. The Nims Center is industry tested and proven. It cannot, however, meet the high volume of requests for space. Plans for expansion are in place but assistance from the State is needed to allow the Nims Center to meet demand.

Day-stage production activity for television commercials and music videos has been increasing. Post-Katrina production space for this important activity is virtually nonexistent. The Nims Center receives between 8 and 10 inquiries per month, mostly from New York City, Chicago and Los Angeles requesting dates for day-stage projects ranging from 1 to 20 days. Projects are usually national and regional commercials, sports interviews, major corporations, and music videos.

The Nims Center's sound stages are normally occupied with larger productions and, consequently, it has not been able to satisfy this demand that often requires crews ranging in size from 10 to 35 members drawn from the local workforce at pay scales higher than feature film productions. Such smaller productions are likely to return to the Nims Center on a regular basis if confirmation of bookings is possible. Projections for an established day stage are for 60% occupancy or 147 production days for the first two years.

The Nims Center will also submit a grant proposal to the U.S. Department of Commerce Economic Development Administration ("EDA") to match the funds provided in this Agreement. If the EDA grant is awarded, the EDA funds will be used as described in Section 2.2 below.

The goals and objectives of this Agreement are to provide for the design and construction of the sound stage and the consequent increase in the ability of the Nims Center to accommodate short-term productions that employ local work crews.

## 2.2 Deliverables:

### **Specific Goals**

The following will be accomplished under this Agreement:

- A. Design and construct an approximately 8,000 square feet sound stage at the Nims Center with green screen to meet the growing demand for short-term and single day productions
- B. Demolish a 25 year old metal storage structure on the site of the new sound stage
- C. Use of the funds provided in this Agreement as the basis for applying to the EDA a matching grant. If the EDA grant is awarded, the intent of the Foundation is to enlarge the new sound stage, construct a second floor in existing Nims Center overhead space to contain approximately 5,000 square feet for production and support activities, training, rest rooms, and future development of a digital/visual effects studio as well as improved physical access between the sound stages to create venues more attractive to the industry for multiple productions.

### **Performance Measures**

Demolition of metal storage structure and design, construction and acceptance of sound stage at the Nims Center ("Project").

## Milestones

Completion of Project Design	September 2009
Selection of Contractor	November 2009
Final Acceptance of the Project	December 2010
Occupancy of the Studio	February 2011

The above milestones are estimated based upon the parties understanding of the Project. Since construction will occur adjacent to working sound stages and recording studios, occasional delays will occur to accommodate working productions under contract at the Nims Center.

Contracting Party will provide to State written quarterly **Progress Reports (Attachment B)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and **Cost Reports (Attachment C)** which provide detailed cost information outlining the use of appropriated funds. **Attachment B Progress Report** and **Attachment C 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 A**" which is attached hereto and made a part hereof by reference and shows the anticipated expenditures provided by this cooperative endeavor. The **Budget** for this Project shall not exceed the total sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00)** 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 phase of this Agreement that exceeds the **Budget**, without the prior approval of State.

## **ARTICLE III** **CONTRACT MONITOR**

**3.1** The Contract Monitor for this contract is Sherri McConnell, Director, Office of Entertainment Industry Development.

**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 Project Goals and Objectives and Performance Measures outlined in this Agreement 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 LED's fiscal office for disbursement(s) 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 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 Payment(s) to the Contracting Party shall be made by State only after final approval by the State of **Cost Reports** detailing expenditures, and certifying that such expenses have been incurred, which should include adequate supporting documentation including copies of invoices, checks or other appropriate records reflecting expenses incurred. All original documentation supporting the Cost Reports shall be maintained by Contracting Party, and shall be subject to audit, as described in Article 10 below.

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 should be provided or attached to Cost Reports.

4.3 Disbursements under this Agreement will be allowed only for expenditures occurring between and including the dates of **March 1, 2009 through February 28, 2011**, 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 monthly basis. If LED determines that the recipient 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, LED 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 an audit that State funds were expended on non-reimbursable expenses, recipient will be required to repay such funds to the State.

4.5 If the Contracting Party defaults on this Agreement, breaches the terms of this Agreement, ceases to do business, or ceases to do business in Louisiana this Agreement shall be terminated by written notice, and within thirty (30) days of such notice of termination the Contracting Party shall return to the State any uncommitted funds received by the Contracting Party.

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 **72-1372848**.

#### **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 this 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 this 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 sixty (60) 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. Since this Agreement provides the awarding of construction contract; Contracting Party will be entitled to payment for construction completed and in progress including any demobilization expenses incurred by construction contractor.

**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 upon request. All construction or design records, reports, documents, or other material related to the services provided under this Agreement and shall become the property of the State, and shall, upon request, be delivered by Contracting Party to the State at Contracting Party's expense at termination or expiration of this Agreement.

**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 Contractor 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, provided, however, that the Contracting Party will be entitled to payment for services completed and in progress including demobilization expenses of the construction contractor.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on March 1, 2009 and shall terminate on February 28, 2011.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 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 Agreement without regard to race, color, religion, sex, sexual orientation, 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.

IN WITNESS WHEREOF, the Department of Economic Development has executed this Agreement as of March 1, 2009.

WITNESSES SIGNATURES:

Joyce Saunders

Joyce Davidson  
Witness' printed name

PATRICK MULHEARN

Terrence Ellis  
Witness' printed name

Christopher Stetty  
Contract Monitor

DEPARTMENT OF ECONOMIC DEVELOPMENT

By: Fran Gladden 3/30/09  
Fran Gladden, Undersecretary

IN WITNESS WHEREOF, the University of New Orleans Research and Technology Foundation, Inc. has executed this Agreement as of March 1 2009.

WITNESSES SIGNATURES:

Patrick McGibbs

Patrick McGIBBS  
Witness' printed name

Julie Howe

Julie Howe  
Witness' printed name

UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC.

By: Fred C. Young, Jr.  
Secretary-Treasurer

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

APR 13 2009

Susan Smith  
DIRECTOR

**Attachment A**  
**NIMS Film Production Cooperative Endeavor Agreement**  
**BUDGET**

Attachment A  
NIMS Film Production  
Cooperative Endeavor Agreement

Description	Project Budget Amount
Design, Surveying, Testing	\$125,000
Site Work and Demolition	\$10,000
Construction and FF&E	\$1,405,000
Legal, Reporting, Audit	\$10,000
	<hr/>
	<hr/>
	<b>\$1,550,000</b>

\* Pre-design estimates may be changed by the Contracting Party based on design and construction pricing considerations.

**Attachment B  
Progress Report**

**PROGRESS REPORT**

<b>PROGRESS REPORT SUMMARY</b>		
	<b>PERIOD COVERED BY THIS REPORT</b>	
UNO RESEARCH AND TECHNOLOGY FOUNDATION, INC.	<b>FROM</b>	<b>THROUGH</b>
LED NIMS FILM PRODUCTION COOPERATIVE ENDEAVOR AGREEMENT		
<b>TOTAL PROJECT BUDGET</b>		

➤ **PROGRESS REPORT SUMMARY (Include Timelines)**

MILESTONE  
STATUS

ESTIMATED DATE

➤ **MAJOR ACCOMPLISHMENTS, RESULTS AND SIGNIFICANCES:**

➤ **DELIVERABLES/TASKS FINISHED (ACCORDING TO YOUR WORKPLAN):**

➤ **ANY UNRESOLVED ISSUES.**

➤ **ARE THERE ANY DELAYS AND WHY?**

➤ **IS THE PROJECT ON SCHEDULE? IF NOT, WHY?**

➤ **WHAT DO YOU ANTICIPATE FOR THE NEXT 6 MONTHS?**

**Attachment C  
COST REPORT**

**Attachment C  
Louisiana Department of Economic Development  
UNORTF Nims Center Film Production Cooperative Endeavor Agreement**

**Cost Report and Invoice No.  
Date:**

Name & Address: University of New Orleans Research & Technology Foundation (UNORTF)  
2021 Lakeshore Drive, Suite 307 ATC Building, New Orleans, LA 70122

Budget Line Item #	Budget Category	Approved Budget		Payment Requested	Balance After Payment
1					-
2					-
3					-
4					-
5					-
6					-
7					-
7					-
9					-
10					-
11					-
	TOTAL				-

I hereby certify that the expense items contained in this cost report are correct and have been incurred in accordance with the terms of the LED- UNO R&T Foundation Cooperative Endeavor Agreement.

Authorized Foundation Representative (Signature & Title)	Date
Patrick M. Gibbs, President and CEO, UNORTF Print/Type Name & Title	