



JEDCO Executive Committee
September 26, 2024 @ 8:30 A.M.
JEDCO Administration Building
700 Churchill Parkway, Avondale, LA 70094

AGENDA

- I. Call to Order – Chairwoman, Mayra Pineda**
 - Pledge of Allegiance
 - Welcome guests
 - Approval of Board absences for today, September 26, 2024
 - Approval of minutes for August 29, 2024 **Pg. 2**
- II. Public Comments on Agenda Items**
- III. Unfinished and New Business**
 - A resolution approving a Cooperative Endeavor Agreement with the Parish of Jefferson for supplemental economic development and related services, and providing for related matters **Lacey Bordelon Pg. 5**
 - A resolution approving a Cooperative Endeavor Agreement with Greater New Orleans, Inc. for economic development and related services, and providing for related matters - **Lacey Bordelon Pg. 14**
- IV. President and CEO Report – Jerry Bologna**
- V. Other Updates or Comments from the JEDCO Board of Commissioners**
- VI. Adjournment**

In accordance with provisions of the Americans with Disabilities Act of 2008, as amended, JEDCO and Jefferson Parish shall not discriminate against individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices, or other reasonable accommodation under the ADA Amendments Act, please submit your request to the ADA Coordinator of JEDCO or Jefferson Parish at least forty-eight (48) hours in advance or as soon as practical. A seventy-two (72) hour advanced notice is required to request Certified ASL interpreters. JEDCO shall allow any member of the public with a disability recognized by the Americans with Disabilities Act or a designated caregiver of such a person to participate in its meetings via teleconference or video conference as defined in R.S. 42:17.2 when a request for accommodation is made prior to the meeting. Questions and comments will be allowed during the “Public Comments” section of the agenda. Questions and comments may be emailed to the ADA Coordinator in advance of the meeting. ADA Coordinator/ JEDCO-Scott Rojas 700 Churchill Parkway, Avondale, LA 70094 (504) 875-3916, srojas@jedco.org



JEDCO Board of Commissioners
August 29, 2024 @ 8:30 A.M.
JEDCO Administration Building
700 Churchill Parkway, Avondale, LA 70094

MINUTES

Call to Order: 8:30 a.m.

Attendance: Chairwoman Mayra Pineda, Mickal Adler, Jimmy Baum, Kenny Bertucci, Billy Douglass, Mike Fahrenholt, Josline Frank, Brian Heiden, Teresa Lawrence, Jim Martin, Melissa O’Neal, Paula Polito, Joe Riccobono, Stephen Robinson, Gene Sausse, Melissa Simeon, Bob Stevens, Teri Tucker, Shondra Williams

Absences: Joe Ewell and Lynda Nugent Smith

Staff: Jerry Bologna, Lacey Bordelon, Lauren Cashio, Janet Galati, Annalisa Kelly, Jennifer Lapeyrouse, Penny Weeks, Jennifer Wollfarth, Kate Wendel

Attorney: Colin Cisco – Jefferson Parish

Guest: None

I. Call to Order – Chairwoman, Mayra Pineda

The Chairwoman asked for a motion to amend the agenda to include the following:

A resolution approving an Amendment to the Memorandum of Agreement with Greater New Orleans, Inc. increasing LACRED grant funding by \$22,300 for a new total of \$122,300 in grant funding to JEDCO for the design and engineering of future roadways in Churchill Technology & Business Park, and authorizing its execution by JEDCO’s President & CEO.

Jimmy Baum motioned, seconded by Teresa Lawrence, to approve amending the agenda. The motion passed unanimously.

- **Approval of Board absences for today, August 29, 2024** – Stephen Robinson motioned, seconded by Teri Tucker, to excuse the above-named absences. The motion passed unanimously.
- **Approval of minutes for July 25, 2024** – Teresa Lawrence motioned, seconded by Josline Frank, to approve the minutes. The motion passed unanimously.

II. Public Comments on Agenda Items

There were no public comments.

III. Unfinished and New Business

- **A resolution approving a budget increase of a Professional Services Agreement Related to the Design and Engineering of New Roadways within the Churchill Technology and Business Park with Duplantis Design Group, PC– Lacey Bordelon**

In December 2023, JEDCO entered into a professional services contract with Duplantis Design Group (DDG) for a total contract amount of \$161,100. The contract will expire on August 30, 2024. With the new development opportunity for the park (the food and beverage business incubator) an alternative roadway configuration is necessary and will require some additional work by DDG. JEDCO staff requested approval of a budget increase not-to-exceed \$22,300, and a 60-day extension of the contract.

Jim Martin motioned, seconded by Mickal Adler, to approve the budget increase and extension of the contract. The motion passed unanimously.

- **A resolution approving an Amendment to the Memorandum of Agreement with Greater New Orleans, Inc. increasing LACRED grant funding by \$22,300 for a new total of \$122,300 in grant funding to JEDCO for the design and engineering of future roadways in Churchill Technology & Business Park, and authorizing its execution by JEDCO’s President & CEO – Lacey Bordelon**

On November 30, 2023, JEDCO entered into a Memorandum of Agreement ("MOA") with GNO, Inc. that secured \$100,000 in grant funds under the Louisiana Competes Regional Economic Development (LACRED) Program to put toward the cost of the design and engineering of new roadways in Churchill Park. This week, JEDCO was informed by GNO, Inc. that additional LACRED dollars in the amount of \$22,300 will be made available to JEDCO to cover the full cost of the final work that DDG will complete for the design and engineering of the alternative roadway alignment within the park. JEDCO staff asked the Board to approve the resolution approving an amendment to the MOA with GNO, Inc.

Mickal Adler motioned, seconded by Teresa Lawrence, to approve the resolution. The motion passed unanimously.

IV. Chief Financial Officer Report – Jennifer Wollfarth

- Ms. Wollfarth presented the financial reports which included budget-to-actual comparisons for the months of June and July. Included were reports for the general fund, EDGE, Forward Jefferson Corporation, JEDCO Development Corporation, and the loan funds. Each fund details actual expenses for the respective month and year-to-date totals, comparing these amounts to the approved budget for the year 2024.

V. President and CEO Report – Jerry Bologna

- Dianne Scalfani recently joined the JEDCO team and will serve as the Director of Entrepreneurship and Innovation.
- JEDCO will host a press conference in October to announce the construction of a Food & Beverage Incubator in Churchill Park.
- Mr. Bologna met with Louis Lauricella and Parish Council to discuss the redevelopment of the Kmart site in Elmwood. Rezoning applications submitted for 214 upscale apartments, two restaurants, and additional retail space.
- Bunge, a global leader in agribusiness, food and ingredients, will celebrate the groundbreaking of their facility expansion in Avondale at 10:30 today. Following the groundbreaking, JEDCO will host a reception for Bunge executives, Jefferson Parish elected officials and key community partners.

VI. Other Updates or Comments from the JEDCO Board of Commissioners

There were no other comments.

VII. Adjournment – Teresa Lawrence motioned, seconded by Billy Douglass, to adjourn the meeting.

Stephen Robinson
JEDCO Secretary
Minutes for August 29, 2024



MEMORANDUM

DATE: September 23, 2024

TO: JEDCO Executive Committee of the Board of Commissioners

FROM: Jerry Bologna, President & CEO
via Lacey Bordelon, Vice President & COO

SUBJECT: Resolution approving a Cooperative Endeavor Agreement between the Parish of Jefferson and JEDCO to cooperate with GNO, Inc. on supplementary economic development and related services

***This is a companion item to the agenda item regarding the approval of a Cooperative Endeavor Agreement with GNO, Inc. for economic development and related services.**

Background:

For the past several years, the Jefferson Parish Council, JEDCO and GNO, Inc. have fostered a robust working relationship to further economic development in Jefferson Parish through a formal arrangement wherein, under the terms of a cooperative endeavor agreement (“CEA”) with JEDCO, GNO, Inc. provides economic development and related services to JEDCO and Jefferson Parish aligned with a defined set of deliverables. Concurrently with the GNO, Inc. CEA, Jefferson Parish and JEDCO enter into a CEA that funds JEDCO’s CEA with GNO, Inc. in the amount of \$90,000 and charges JEDCO with overseeing the delivery of economic development assistance and services by GNO, Inc.

The last set of agreements (i.e. JEDCO’s CEA with GNO, Inc. and JEDCO’s supporting CEA with Jefferson Parish) expired on August 20th. Since then, the JEDCO team has worked with GNO, Inc. to arrive at a list of deliverables for the next set of CEAs. The Jefferson Parish Council has expressed its intent to enter into a CEA with JEDCO once again to support GNO, Inc.’s assistance.

Discussion:

The term of the proposed CEA between Jefferson Parish and JEDCO is for one-year term and it will run concurrently with JEDCO’s CEA with GNO, Inc. The proposed Parish CEA obligates funding in the amount of \$90,000 to JEDCO on a reimbursement basis to pay GNO, Inc. in exchange for the organization’s economic development assistance and activities. The deliverables maintain several ongoing activities related to business retention and attraction, business environment and marketing and they also include some new and/or expanded items including GNO Inc’s participation as a stakeholder in the update to the Jefferson EDGE 2025 that will result in the EDGE 2030 plan, requiring GNO, Inc. to provide JEDCO with opportunities to engage in events and marketing initiatives for the Super Bowl, requiring GNO, Inc. to participate in meetings and communication activities related to the Parish’s Bicentennial to ensure alignment of messaging, and an expanded activities related to entrepreneurship.

The Council will consider a resolution approving the new CEA with JEDCO at an upcoming Council meeting. A resolution approving the corresponding CEA with GNO, Inc. will be presented to the Executive Committee of JEDCO’s Board for its consideration at its September 26th meeting.

Recommendation:

Approval of the proposed resolution will ensure the beneficial arrangement between JEDCO, GNO, Inc. and Jefferson Parish whereby GNO, Inc. takes action specifically for the benefit of Jefferson Parish is continued for another year. Therefore, JEDCO staff recommends approval of the attached resolution which approves and authorizes the execution of the CEA with Jefferson Parish.

- Attachments (4):
1. JEDCO Board Resolution
 2. Exhibit A: CEA between Jefferson Parish and JEDCO

**JEFFERSON PARISH ECONOMIC DEVELOPMENT
AND PORT DISTRICT
September 26, 2024**

On motion of _____, seconded by _____,
the following resolution was offered:

RESOLUTION

A resolution approving a Cooperative Endeavor Agreement with the Parish of Jefferson for supplemental economic development and related services, and providing for related matters

WHEREAS, pursuant to La. R.S. 34:2022(J), JEDCO serves as the principal parish organization for furthering economic development of the parish and for promoting and assisting the growth and development of parish industrial and business concerns; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, Greater New Orleans, Inc. (“GNO, Inc.”) is a regional economic development alliance serving the ten-parish region of Southeast Louisiana, including Jefferson Parish; and

WHEREAS, Jefferson Parish and JEDCO entered into a Cooperative Endeavor Agreement (“CEA”) on August 20, 2023 regarding the provision of funding for a cooperative agreement between JEDCO and GNO, Inc. to provide economic development and related services; and

WHEREAS, simultaneously JEDCO and GNO, Inc. entered into a CEA for the provision of same economic development and related services; and

WHEREAS, the CEAs expired on August 20, 2024; and

WHEREAS, the Parties mutually desire to create new Cooperative Endeavor Agreements for a term of one (1) year, with updated deliverables and provide for additional funding; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Board of Commissioners of the Jefferson Parish Economic Development and Port District that:

JEDCO hereby approves a Cooperative Endeavor Agreement between JEDCO and the Parish of Jefferson regarding the provision of funding for supplemental economic development activities, substantially in the form attached to this resolution as Exhibit A, and authorizes JEDCO’s President & CEO to execute the Cooperative Endeavor Agreement and any and all documents required to carry out the provisions of this resolution.

The foregoing resolution having been submitted to a vote, the vote hereon was as follows:

YEAS:

NAYS:

ABSENT:

The resolution was declared to be adopted on this the 26th day of September, 2024.

Attested by:

Stephen Robinson
JEDCO Secretary

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN PARISH OF JEFFERSON AND JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures, by and between Parish of Jefferson, State of Louisiana (hereinafter referred to as "PARISH") represented herein by Scott A. Walker, Chairperson of the Jefferson Parish Council, the PARISH's governing authority, duly authorized to act pursuant to Resolution No. _____ adopted on the _____ day of _____, 2024, and Jefferson Parish Economic Development and Port District (hereinafter called "JEDCO") represented by Gerald Bologna, its President and Chief Executive Officer. PARISH and JEDCO may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 organization, corporation or individuals; and

WHEREAS, PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

WHEREAS, JEDCO is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

WHEREAS, PARISH is authorized to enter into this agreement pursuant to Section 1.01 of the PARISH's home rule charter, which provides that the PARISH shall have all of the powers, rights, and authority now or hereafter vested in parishes, parish governments, and parish officers and in Jefferson Parish in particular by the Constitution and laws of the State; and

WHEREAS, JEDCO, a special district of the PARISH, has the power to acquire, construct, improve, maintain, and operate projects as provided in Chapter 20 of Title 34 of the Louisiana Revised Statutes of 1950, and to provide such additional parish services within the district as may be required by the Jefferson Parish Council; and

WHEREAS, pursuant to La. R.S. 34:2022(J), JEDCO serves as the principal parish organization for furthering economic development of the PARISH and for promoting and assisting the growth and development of parish industrial and business concerns; and

WHEREAS, Greater New Orleans, Inc. (hereinafter "GNO, Inc.") is a regional economic development alliance serving the ten parish region of Southeast Louisiana; and

WHEREAS, to promote greater synergy between JEDCO and GNO, Inc. and maximize the delivery of economic development services, PARISH desires for JEDCO to cooperate with GNO, Inc. on the supplementary economic development and related services set forth herein; and

WHEREAS, PARISH will provide JEDCO with funding in an amount not to exceed \$90,000.00 for the services/deliverables set forth in this Agreement; and

WHEREAS, the public purpose for this project is to promote economic development in Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of enhanced economic development services, which is at least equivalent to the \$90,000.00 provided for in this Agreement; and

WHEREAS, the transfer expenditure of public funds pursuant to this Agreement is for a public purpose and is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the cooperative efforts of the Parties; and

WHEREAS, PARISH desires to cooperate with JEDCO in the implementation of the project as hereinafter provided.

NOW, THEREFORE, PARISH and JEDCO hereby agree as follows:

- 1.0 Services.** In consideration for the funding provided herein, JEDCO shall cooperate with GNO, Inc. for the delivery of the economic development services set forth below and for other related services that JEDCO may deem appropriate. JEDCO shall direct and supervise the delivery all such services.

EXHIBIT A

2.0 Deliverables.

Business Development:

- 1) Proactively market Jefferson Parish to national site selectors, corporate location advisors, and to companies seeking to locate operations in the Greater New Orleans region. Attraction efforts will focus on the target sectors and actions identified in the Jefferson EDGE plan, as well as on major Jefferson Parish assets such as Avondale Marine, Churchill Technology & Business Park, Louis Armstrong New Orleans International Airport, Fat City, Gretna, and other strategic assets as determined by JEDCO.
 - a. Be proactively engaged with lead development strategies identifying prospective companies that are a fit for Jefferson Parish. On a quarterly basis, JEDCO's Director of Industry Recruitment will meet with GNO, Inc. to be informed of all relevant business development leads and GNO, Inc.'s planned attendance at conferences and general business development activities occurring with state and regional partners as well as utility partners. JEDCO and GNO, Inc. will work closely to market Jefferson opportunities to prospects.
 - b. Where GNO, Inc. holds a regional site familiarization tour for site selectors, JEDCO and GNO, Inc. will cooperate to include JEDCO and Jefferson Parish assets in the tour itinerary. Where GNO, Inc. holds other site selector events, such as roundtables and other networking events, JEDCO and GNO, Inc. will cooperate to provide JEDCO with an outreach opportunity to participating site selector(s).
- 2) Ensure JEDCO is notified of all business retention and expansion endeavors in Jefferson Parish, and that every effort is made to include JEDCO in these meetings.
- 3) Continue to work closely with LED's site certification team to obtain funding for Certified Business Site and to identify additional sites in Jefferson Parish for certification and assist with the certification process.
- 4) Conduct activities to strengthen Jefferson Parish's and the region's entrepreneurial ecosystem through a number of ways including, but not limited to, incorporating information about startups and ecosystem service providers located in Jefferson Parish on the StartupNOLA website, connecting Jefferson Parish startups with potential investors and/or other capital opportunities, providing direct assistance to Jefferson Parish-based startups, and providing opportunities to Jefferson Parish startups for networking with other startups, investors and resource providers.
- 5) In support of future energy efforts within our region, work to identify and engage Jefferson Parish companies with transferable capabilities. In addition, continue to support business development activities for offshore wind in Jefferson Parish at strategic sites such as Avondale Global Gateway and in support of the GWT x Shell Accelerator program.
- 6) Support JEDCO's efforts to establish a food and beverage incubator in Jefferson Parish by providing recommendations for programming, technical assistance offerings, and management of the facility, and identifying funding source(s) to construct and operate the facility.
- 7) Support JEDCO's and Jefferson Parish's efforts to bring infrastructure, jobs and investment to the Churchill Technology & Business Park by sharing grant opportunities and supporting applications from JEDCO and/or Jefferson Parish for infrastructure and/or program development, marketing Churchill Park to business prospects and to developments that align with the Park's Master Plan and Strategic Business Plan, and through other efforts that facilitate development in the Park or enhance the Park's marketability and readiness for development or, otherwise, advance the Park's Master Plan and Strategic Business Plan.

Business Environment:

- 8) Provide legislative lobbying, research, and advocacy activities on mutually defined projects and initiatives that benefit economic development in Jefferson Parish and the Greater New Orleans region, including but not limited to advocacy regarding the National Flood Insurance Program, Risk Rating 2.0, Homeowners and Business property insurance, and tax incentive programs.
- 9) Support JEDCO and Jefferson Parish by identifying and sharing information on relevant federal and state grant opportunities as well as foundational funding opportunities and

EXHIBIT A

will assist with vetting and prioritizing catalytic projects for funding by federal stimulus dollars, including enhancing broadband access and other infrastructure measures that drive business continuity and resiliency.

- 10) Play a lead role in advancing the New Orleans to Baton Rouge passenger rail project for the region and advocate for a rail station in Jefferson Parish. Seek regular updates from the Southern Rail Commission and DOTD regarding the feasibility study and next steps and share the updates with JEDCO.
- 11) Provide data and research through EMSI and other sources, and economic impact analyses through IMPLAN upon request from JEDCO and Jefferson Parish.
- 12) Work to include Jefferson Parish companies in and education leaders in regional sectoral partnerships and industry coalitions to address workforce gaps, develop new initiatives to spur growth and inform overall business environment for industries' continued growth.
- 13) Work with Jefferson Parish companies and education leaders through the GNOu initiative that will create industry-driven curricula changes and new programs at regional universities and technical colleges.
- 14) Work with Jefferson Parish companies, community organizations, and education leaders in the GNO Region One Center for STEM programs and initiatives.
- 15) Participate as a partner and stakeholder in the update to the Jefferson EDGE 2025, which effort will result in the EDGE 2030 plan, by providing insight, feedback and assistance as needed in the planning process.

Marketing:

- 16) Continue to develop new marketing campaigns highlighting the Greater New Orleans region and Jefferson Parish through print, radio, television, and social media. Means to achieve these earned media goals will include press releases for major wins, press events, when appropriate and impactful; editorials and op-ed pieces; regular scheduled appearances on local TV and radio; media tours to major external markets.
- 17) Support efforts to promote JEDCO events, initiatives, projects and economic development wins through social media, press releases and other platforms as necessary.
- 18) Participate in meetings related to the Jefferson Parish Bicentennial and other Jefferson Parish communications activities to ensure alignment of public messaging.
- 19) Provide opportunities for JEDCO to engage in events and marketing initiatives related to Super Bowl LIX.
- 20) Offer quality of life tours, job placement and other talent needs to existing and prospective Jefferson Parish companies.
- 21) Maintain Destination GNO's (destinationgno.com) Jefferson Parish features and community information as needed and with input from JEDCO.
- 22) Assist JEDCO with maintenance and updates of JEDCO's new website promoting Jefferson Parish by fulfilling data requests, providing neighborhood profiles, and other content and input.

Other:

- 23) Support JEDCO and Jefferson Parish in all other areas as needed in order to create jobs and wealth in Jefferson Parish and promote Jefferson in general.
- 24) Provide quarterly activity reports to JEDCO on the 13th day (or next business day) of the month following the completed quarter reporting on progress made under these deliverables, which JEDCO will provide to the Jefferson Parish Council and Jefferson Parish President. Additionally, provide an annual presentation reporting on progress to the JEDCO Board of Commissioners (date of presentation to be coordinated with JEDCO).

3.0 Payment. In consideration of the services described above, PARISH hereby agrees to pay JEDCO a maximum amount of \$90,000.00. Payment will be made on a reimbursement basis in accordance with Code of Ordinances, Jefferson Parish, Louisiana, § 2-925.1

4.0 Term of Agreement. Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end on midnight of the date immediately preceding the first anniversary.

5.0 Termination. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH, but this Agreement may be

EXHIBIT A

terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By PARISH as a consequence of the failure of JEDCO to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of JEDCO, provided PARISH will give JEDCO written notice of any such failure and ten (10) days to cure any such failure.
- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By PARISH for cause by issuing JEDCO thirty (30) days written notice.
- e. By PARISH for convenience by issuing JEDCO thirty (30) days written notice.

JEDCO shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

6.0 Force Majeure. Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

7.0 Indemnification. JEDCO shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, in connection with the services required to be performed by JEDCO under this Agreement.

Further, JEDCO hereby agrees to indemnify PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. JEDCO further agrees to pay all reasonable expenses and attorney's fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8.0 Reports. JEDCO shall furnish narrative reports to the Jefferson Parish Contract Monitor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place.

9.0 Cost and Collection Records. PARISH shall be entitled to audit the books, documents, papers and records of JEDCO and any subcontractors which are reasonably related to this Agreement. JEDCO and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by PARISH, and copies thereof shall be furnished if requested.

10.0 Notice. All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Council Chairperson
Jefferson Parish Council
200 Derbigny St., Ste. 6200
Gretna, LA 70053

JEDCO: Gerald Bologna
President and Chief Executive Officer
Jefferson Parish Economic Development and Port District
700 Churchill Pkwy.
Avondale, LA 70094

11.0 Assignment. This Agreement shall be binding upon the successors and assigns for the

EXHIBIT A

PARTIES hereto. This Agreement shall not be assigned or subcontracted in whole or in part by JEDCO as to the services to be performed hereunder without the written consent of PARISH.

- 12.0 Employment of Parish Personnel.** JEDCO certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.
- 13.0 Annual Appropriation.** This Agreement is contingent upon the appropriation of funds by PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.
- 14.0 Jurisdiction.** This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. JEDCO hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.
- 15.0 Severability.** If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.
- 16.0 Inspector General.** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.
- 17.0 Entire Agreement.** This Agreement constitutes the entire Agreement between PARISH and JEDCO, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman, and JEDCO by its authorized representative.

This Agreement is fully executed on the latest date indicated below.

DATE:

PARISH OF JEFFERSON

By: _____
SCOTT A. WALKER, Chairperson
Jefferson Parish Council

DATE:

**JEFFERSON PARISH ECONOMIC
DEVELOPMENT AND PORT DISTRICT**

By: _____
GERALD BOLOGNA, President and CEO

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Resolution No. _____

Jefferson Parish Economic Development and Port District

September 26, 2024

13



MEMORANDUM

DATE: September 23, 2024

TO: JEDCO Executive Committee of the Board of Commissioners

FROM: Jerry Bologna, President & CEO
via Lacey Bordelon, Vice President & COO

SUBJECT: A resolution approving a Cooperative Endeavor Agreement with Greater New Orleans, Inc. for economic development and related services

***This is a companion item to the agenda item regarding the approval of a Cooperative Endeavor Agreement with Jefferson Parish for supplemental economic development and related services.**

Background:

For the past several years, JEDCO and GNO, Inc. have cooperated for the betterment of the Jefferson Parish economy and business environment through a formal arrangement wherein, under the terms of a cooperative endeavor agreement (“CEA”), GNO, Inc. provides economic development and related services to JEDCO and Jefferson Parish aligned with a defined set of deliverables. Those CEAs have been funded in the amount of \$90,000 by Jefferson Parish through a CEA between Jefferson Parish and JEDCO, whereby JEDCO is charged with overseeing the delivery of economic development assistance and services by GNO, Inc.

The last set of agreements (i.e. JEDCO’s CEA with GNO, Inc. and JEDCO’s supporting CEA with Jefferson Parish) expired on August 20th. Since then, the JEDCO team has worked with GNO, Inc. to arrive at a list of deliverables for the next set of CEAs. The Jefferson Parish Council has expressed its intent to enter into a CEA with JEDCO once again to support GNO, Inc.’s assistance.

Discussion:

JEDCO and GNO, Inc. have fostered a robust working relationship to further economic development in Jefferson Parish and wish to continue advancing these and other efforts under a similar arrangement. The Jefferson Parish Council desires to fund the delivery of economic development services for an additional year through a new agreement with JEDCO, which will be considered by the Council at an upcoming Council meeting.

Under the proposed new CEA between JEDCO and GNO, Inc., the term of the agreement is for one year and total payment to GNO, Inc. for the deliverables is \$90,000 which will be provided to JEDCO by Jefferson Parish via JEDCO’s CEA with the Parish. The JEDCO/GNO, Inc. CEA maintains several ongoing deliverables related to business retention and attraction, business environment and marketing, the proposed deliverables list also includes GNO Inc’s participation as a stakeholder in the update to the EDGE that will take place next year and will result in the EDGE 2030 plan. Also, a deliverable has been added that requires GNO, Inc. to provide JEDCO with opportunities to engage in events and marketing initiatives for the Super Bowl so that we can ensure Jefferson Parish gets visibility. Furthermore, the new agreement will require GNO, Inc. to participate in meetings and communication activities related to the Parish’s

Bicentennial to ensure alignment of messaging. Also, now that JEDCO has a new Director of Entrepreneurship and Innovation, the deliverables that focus on entrepreneurship have been expanded to keep up with JEDCO's expanded activities.

Recommendation:

Approval of the proposed resolution will ensure the beneficial arrangement between JEDCO and GNO, Inc. whereby GNO, Inc. takes action specifically for the benefit of Jefferson Parish is continued for another year. Therefore, JEDCO staff recommends approval of the attached resolution which approves and authorizes the execution of the CEA with GNO, Inc.

- Attachments (2):
1. JEDCO Board Resolution
 2. Exhibit A: CEA between JEDCO and GNO, Inc.

**JEFFERSON PARISH ECONOMIC DEVELOPMENT
AND PORT DISTRICT
September 26, 2024**

On motion of _____, seconded by _____,
the following resolution was offered:

RESOLUTION

A resolution approving a Cooperative Endeavor Agreement with Greater New Orleans, Inc. for economic development and related services, and providing for related matters

WHEREAS, pursuant to La. R.S. 34:2022(J), JEDCO serves as the principal parish organization for furthering economic development of the parish and for promoting and assisting the growth and development of parish industrial and business concerns; and

WHEREAS, Greater New Orleans, Inc. ("GNO, Inc.") is a regional economic development alliance serving the ten-parish region of Southeast Louisiana; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, JEDCO and GNO, Inc. entered into a Cooperative Endeavor Agreement ("GNO<CEA") on August 20, 2023 through which JEDCO oversees the delivery of several economic development and related deliverables by GNO, Inc. for the benefit of the Parish of Jefferson; and

WHEREAS, the Agreement was supported and funded in the amount of \$90,000 through a Cooperative Endeavor Agreement between JEDCO and the Parish of Jefferson (hereinafter "Parish Agreement") that was also executed on August 20, 2023 for a one-year term; and

WHEREAS, both the GNO, Inc. Agreement and the Parish Agreement expired on the year anniversary of the effective date of the agreements on August 20, 2024; and

WHEREAS, the Jefferson Parish Council, JEDCO and GNO, INC. have fostered a robust working relationship to further economic development in Jefferson Parish, and desire to continue the arrangement for an additional year through the establishment of new agreements; and

WHEREAS, the Jefferson Parish Council will consider a new Cooperative Endeavor Agreement with JEDCO at an upcoming Council meeting that will provide \$90,000 funding for one year of economic development services performed by GNO, INC. in cooperation with JEDCO; and

WHEREAS, JEDCO and GNO, INC. agree to cooperate in the implementation of a new Cooperative Endeavor Agreement ("Agreement") that will be commensurate with and supported with funding by the new Parish CEA; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, the deliverables and funding provided for in this Amendment are contingent upon the allocation of funds for such purposes to JEDCO by the Parish of Jefferson through an approved Cooperative Endeavor Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Board of Commissioners of the Jefferson Parish Economic Development and Port District that:

The Cooperative Endeavor Agreement between JEDCO and Greater New Orleans, Inc. for economic development and related services in substantially the form attached to this resolution as EXHIBIT A, is hereby approved and JEDCO's President & CEO are authorized to execute the Cooperative Endeavor Agreement between JEDCO and Greater New Orleans, Inc. and any and all documents required to carry out the provisions of this resolution.

The foregoing resolution having been submitted to a vote, the vote hereon was as follows:

YEAS:

NAYS:

ABSENT:

The resolution was declared to be adopted on this the 26th day of September, 2024.

Attested by:

Stephen Robinson
JEDCO Secretary

EXHIBIT A
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT
AND
GREATER NEW ORLEANS, INC.

THIS COOPERATIVE ENDEAVOR AGREEMENT (hereinafter “Agreement”) is made and entered into on this ___ day of _____ 2024, by and between Jefferson Parish Economic Development and Port District (hereinafter “JEDCO”), represented by its President and Chief Executive Officer Jerry Bologna and duly authorized to act by JEDCO’s Executive Committee of the Board of Commissioners pursuant to JEDCO Resolution adopted on September 26, 2024 and Greater New Orleans, Inc., Federal ID No. 720272090 (hereinafter “GNO, INC.”), represented by Michael Hecht, its President and Chief Executive Officer, to-wit:

WHEREAS, pursuant to La. R.S. 34:2022(J), JEDCO serves as the principal parish organization for furthering economic development of the parish and for promoting and assisting the growth and development of parish industrial and business concerns; and

WHEREAS, Greater New Orleans, Inc. (“GNO, Inc.”) is a regional economic development alliance serving the ten-parish region of Southeast Louisiana; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 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 organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, JEDCO and GNO, Inc. entered into a Cooperative Endeavor Agreement (“GNO<CEA”) on August 20, 2023 through which JEDCO oversees the delivery of several economic development and related deliverables by GNO, Inc. for the benefit of the Parish of Jefferson; and

WHEREAS, the Agreement was supported and funded in the amount of \$90,000 through a Cooperative Endeavor Agreement between JEDCO and the Parish of Jefferson (hereinafter “Parish Agreement”) that was also executed on August 20, 2023 for a one-year term; and

WHEREAS, both the GNO, Inc. Agreement and the Parish Agreement expired on the year anniversary of the effective date of the agreements on August 20, 2024; and

EXHIBIT A

WHEREAS, the Jefferson Parish Council, JEDCO and GNO, INC. have fostered a robust working relationship to further economic development in Jefferson Parish, and desire to continue the arrangement for an additional year through the establishment of new agreements; and

WHEREAS, the Jefferson Parish Council will consider a new Cooperative Endeavor Agreement with JEDCO at an upcoming Council meeting that will provide \$90,000 funding for one year of economic development services performed by GNO, INC. in cooperation with JEDCO; and

WHEREAS, JEDCO and GNO, INC. agree to cooperate in the implementation of a new Cooperative Endeavor Agreement (“Agreement”) that will be commensurate with and supported with funding by the new Parish CEA; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, the deliverables and funding provided for in this Amendment are contingent upon the allocation of funds for such purposes to JEDCO by the Parish of Jefferson through an approved Cooperative Endeavor Agreement.

NOW, THEREFORE, JEDCO and GNO, INC. hereby agree as follows:

1.0 - Services - For many years, GNO, INC. has provided vital and valuable economic development services and advanced initiatives for the betterment of the Jefferson Parish economy, including business development assistance, regional marketing and the improvement of regional business climate through policy, workforce development and research initiatives. Through this Agreement, JEDCO and GNO, INC. will formalize a contractual relationship in which these beneficial services to Jefferson Parish will continue and in which JEDCO’s economic development efforts will be greatly enhanced by the expertise, resources, and regional partnerships provided by GNO, INC.

2.0 - Deliverables - The economic development services to be provided by GNO, INC. are set forth in detail in “Exhibit A.” Reporting shall be provided on a quarterly basis detailing services rendered by GNO, INC. to JEDCO. The quarterly reports detailing services rendered shall be provided to JEDCO, the Jefferson Parish Council and Jefferson Parish President’s Office.

3.0 - Payment - In consideration of the services described above, JEDCO hereby agrees to pay GNO, INC. a maximum fee of Ninety Thousand Dollars (\$90,000.00), to be made in two equal installments of Forty-Five Thousand Dollars (\$45,000.00). GNO, INC. will submit accurate invoices for completed work to JEDCO in the sixth and twelfth months of the term of this Agreement prior to payments being processed. Payment is contingent on the allocation of funds by the Jefferson Parish Council to JEDCO as authorized via a Cooperative Endeavor Agreement (CEA) approved by Jefferson Parish Council Resolution No. _____, adopted on _____, 2024.

EXHIBIT A

4.0 - Term of Agreement - The term for this Agreement will begin on the date of execution by both parties and shall continue in effect until the first anniversary thereof, unless sooner terminated as provided in Paragraphs 5 and 6.

5.0 - Termination for Cause - JEDCO may terminate this Agreement for cause based upon the failure of GNO, INC. to comply with the terms and/or conditions of the Agreement; provided that JEDCO shall give GNO, INC. written notice specifying GNO, INC.'s failure. If within thirty (30) days after receipt of such notice, GNO, INC. 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 JEDCO may, at its option, place GNO, INC. in default and the Agreement shall terminate on the date specified in such notice. JEDCO may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the GNO, INC. to comply with the terms and conditions of this Agreement; provided that JEDCO shall give the GNO, INC. written notice specifying the GNO, INC.'s failure and a reasonable opportunity for the GNO, INC. to cure the defect.

6.0 - Termination for Convenience - JEDCO may terminate the Agreement at any time by giving thirty (30) days written notice to GNO, INC.. Upon receipt of notice, GNO, INC. 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.

6.1 - The GNO, INC. shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

7.0 - Force Majeure - Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing and which were not caused by the fault, neglect, or negligence of the declaring party, including, but not limited to, acts of God, delays in performance resulting from and occasioned by government or the military, acts of war, hostilities, interferences of public enemies, riots, strikes, labor disputes or disturbances; epidemics; or any other cause whatsoever beyond the control of the respective parties, whether the kind enumerated or otherwise. When it becomes known to either party that any one of the aforementioned conditions exists, the party shall notify the other party at once and in writing of the nature and cause of the force majeure event (to the extent known) and its estimated duration. The parties shall resume performance at the earliest possible date. If a delay or failure of performance caused by force majeure continues for more than thirty (30) consecutive days, the non-declaring party shall have the right to terminate this Agreement in whole or in part upon written notice. A party declaring force majeure shall make commercially reasonable efforts to eliminate or resolve the condition.

8.0 - Independent Contractor - GNO, INC. hereby agrees and accepts that it shall be acting as an independent contractor in providing services under this Agreement. It is understood and agreed by the parties that GNO, INC. is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between JEDCO and GNO, INC. The parties hereto

EXHIBIT A

acknowledge and agree that JEDCO shall not:

- a) withhold federal or state income taxes;
- b) withhold federal social security tax (FICA);
- c) pay federal or state unemployment taxes for the account of GNO, INC.; or
- d) pay workman's compensation insurance premiums for coverage for GNO, INC.
- e) GNO, INC. agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

8.1 - GNO, INC. agrees to defend, indemnify and hold JEDCO harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of GNO, INC. as an independent contractor. GNO, INC. further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

9.0 - Indemnification - GNO, INC. shall defend, indemnify and hold harmless JEDCO, its commissioners, directors and employees against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or GNO, Inc. for loss of life or injury or damages to person or property in connection with the services required to be performed by GNO, INC. or its subcontractors under this Agreement.

Further, GNO, INC. hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any loss, damage, injury or other casualty pursuant to this section. GNO, INC. further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions of this Section.

10 - Insurance - GNO, INC. shall secure and maintain at its expense such insurance that will protect it and JEDCO from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to JEDCO and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to JEDCO, in writing, on all of the required coverage provided to PARISH. All notices will name GNO, INC., and identify the Council Resolution approving the terms of the contract. JEDCO may examine the policies at any time and without notice.

10.1 - All Policies and Certificates of Insurance of the GNO, Inc. Shall Contain the Following Clauses:

- a) GNO, INC. insurers will have no right of recovery or subrogation against JEDCO, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- b) JEDCO shall be named as additional insured as regards to general liability with respect to negligence by GNO, INC.
- c) The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums or for assessments under any form of policy.

EXHIBIT A

- d) Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of GNO, INC.
- e) GNO, INC. shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for the GNO, INC.

10.2 - Prior to the execution of this Agreement, GNO, INC. shall provide at its own expense proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event GNO, INC. hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception; employer's liability, Section B, shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. This insurance coverage shall include coverage for bodily injury and property damage
- d. In the event GNO, INC. owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- e. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the GNO, INC.
- f. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

10.3 - All policies of insurance shall meet the requirements of JEDCO prior to the commencing of any work. JEDCO has the right but not the duty to approve all insurance policies prior to commencing any work. If at any time any of the said policies shall be or becomes unsatisfactory to JEDCO as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to JEDCO, GNO, INC. shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above.

10.4 - Upon failure of GNO, INC. to furnish, to deliver and maintain such insurance as described above in this contract, at the election of JEDCO, may be forthwith declared suspended, discontinued or terminated. Failure of GNO, INC. to take out and/or to maintain insurance shall not relieve GNO, INC. from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of GNO, INC. concerning indemnification.

11.0 - Consequential Damages - With respect to the remedies available under this Agreement, neither party shall be responsible to the other party for any resulting indirect, incidental, consequential, exemplary, punitive or special damages, including, without limitation, loss of profits or revenues, loss of use of facilities, cost of capital, cost of substitute service or downtime, except as otherwise provided in this Agreement, whether or not the other party was made aware of such damages or such possibility.

EXHIBIT A

12.0 - Reports - GNO, INC. will provide quarterly activity reports to JEDCO, copying the Jefferson Parish Council and Jefferson Parish President's Office, reporting on progress made under the deliverables as described in Exhibit A. Additionally, GNO, Inc. will provide an annual presentation reporting on progress to the JEDCO Board of Commissioners, the date of which presentation will be coordinated with JEDCO.

13.0 - Cost and Collection Records - JEDCO shall be entitled to audit the books, documents, papers and records of GNO, INC. and any subcontractors which are reasonably related to this Agreement.

13.1 - GNO, INC. and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by JEDCO, and copies thereof shall be furnished if requested.

14.0 - Notice - All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or by a nationally recognized overnight courier service addressed as follows:

JEDCO: Jerry Bologna
President and Chief Executive Officer
JEDCO
700 Churchill Parkway
Avondale, LA 70094

GNO, INC.: Michael Hecht
President and Chief Executive Officer
Greater New Orleans, Inc.
1100 Poydras Street, Suite 3475
New Orleans, LA 70163

15.0 - Assignment - This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement shall not be assigned or subcontracted in whole or in part by GNO, INC. as to the services to be performed hereunder without the written consent of JEDCO.

16.0 - Legal Compliance - JEDCO and the GNO, INC. shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and object.

17.0 - Employment of Parish Personnel - GNO, INC. certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of Jefferson Parish Economic Development and Port District.

18.0 - Covenant against Contingent Fees - The GNO, INC. warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the GNO, INC., to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or

EXHIBIT A

person, other than a bona fide employee working solely for the GNO, INC. any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, JEDCO shall have the right to annul this Agreement without liability or, in JEDCO's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19.0 - Discrimination Clause - The GNO, INC. 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. GNO, INC. 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, or disabilities. Any act of discrimination committed by GNO, INC., or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

20.0 - Annual Appropriation - In the event funds are not budgeted or appropriated by Jefferson Parish to JEDCO in any fiscal year for payments due under this Agreement, this Agreement shall impose no obligation on JEDCO as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the GNO, INC., its successors or assigns for any further payments.

21.0 - Jurisdiction - This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State without regard to conflict of law provisions thereof. The GNO, INC. hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for JEDCO of Jefferson, State of Louisiana.

22.0 - Severability - If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it, cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

23.0 - Entire Agreement - This Agreement constitutes the entire Agreement between JEDCO and GNO, INC., and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both JEDCO through its President & CEO and GNO, INC. by its authorized representative.

24.0 - Waiver - No delay on the part of a party in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by a party of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy.

EXHIBIT A

25.0 - Inspector General - It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to this chapter. Every parish contract and every bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.

26.0 – Counterparts - This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this AGREEMENT transmitted by facsimile, email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this AGREEMENT shall have the same effect as the physical delivery of the paper document bearing original signature.

WITNESSES:

JEDCO

Signature: _____

Print Name:

BY: _____

Jerry Bologna
President and Chief Executive Officer
JEDCO

Signature: _____

Print Name:

WITNESSES:

Signature: _____

Print Name:

BY: _____

Michael Hecht
President and Chief Executive Officer
Greater New Orleans, Inc.

Signature: _____

Print Name:

EXHIBIT A

EXHIBIT A: Deliverables

Business Development:

- 1) GNO, Inc. will proactively market Jefferson Parish to national site selectors, corporate location advisors, and to companies seeking to locate operations in the Greater New Orleans region. Attraction efforts will focus on the target sectors and actions identified in the current Jefferson EDGE plan, as well as on major Jefferson Parish assets such as Avondale Global Gateway, Churchill Technology & Business Park, Louis Armstrong New Orleans International Airport, Fat City, Gretna, and other strategic assets as determined by JEDCO.
 - a. GNO, Inc. will be proactively engaged with lead development strategies identifying prospective companies that are a fit for Jefferson Parish. On a quarterly basis, GNO, Inc. will meet with JEDCO's Director of Industry Recruitment and/or Director of Churchill Technology & Business Park to share all relevant business development leads and inform JEDCO of planned attendance at conferences and general business development activities occurring with state and regional partners as well as utility partners. GNO, Inc. will work closely with JEDCO to market Jefferson opportunities to prospects.
 - b. Where GNO, Inc. holds a regional site familiarization tour for site selectors, GNO, Inc. will include JEDCO and Jefferson Parish assets in the tour's itinerary. Where GNO, Inc. holds other site selector events, such as roundtables and other networking events, GNO, Inc. will provide JEDCO with an outreach opportunity to participating site selector(s).
- 2) GNO, Inc. will notify JEDCO of all business retention and expansion endeavors in Jefferson Parish and will make every effort to include JEDCO in these meetings.
- 3) GNO, Inc. will continue working closely with LED's site certification team and JEDCO toward Churchill Park's successful designation by LED as a Certified Business Site and to identify additional sites in Jefferson Parish for certification and assist with the certification process.
- 4) GNO, Inc. will conduct activities to strengthen Jefferson Parish's and the region's entrepreneurial ecosystem through a number of ways including, but not limited to, incorporating information about startups and ecosystem service providers located in Jefferson Parish on the StartupNOLA website, connecting Jefferson Parish startups with potential investors and/or other capital opportunities, providing direct assistance to Jefferson Parish-based startups, and providing opportunities to Jefferson Parish startups for networking with other startups, investors and resource providers.
- 5) In support of future energy efforts within our region, GNO, Inc. will work with JEDCO to identify and engage Jefferson Parish companies with transferable capabilities. In addition, GNO, Inc. will continue to support business development activities for offshore wind in Jefferson Parish at strategic sites such as Avondale Global Gateway and in support of the GWT x Shell Accelerator program.
- 6) GNO, Inc. will support JEDCO's efforts to establish a food and beverage incubator in Jefferson Parish by providing recommendations for programming, technical assistance offerings, and management of the facility, and identifying funding source(s) to construct and operate the facility.
- 7) Support JEDCO's and Jefferson Parish's efforts to bring infrastructure, jobs and investment to the Churchill Technology & Business Park by sharing grant opportunities and supporting applications from JEDCO and/or Jefferson Parish for infrastructure and/or program development, marketing Churchill Park to business prospects and to developments that align with the Park's Master Plan and Strategic Business Plan, and through other efforts that

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facilitate development in the Park or enhance the Park's marketability and readiness for development or, otherwise, advance the Park's Master Plan and Strategic Business Plan.

Business Environment:

- 8) GNO, Inc. will provide legislative lobbying, research, and advocacy activities on mutually defined projects and initiatives that benefit economic development in Jefferson Parish and the Greater New Orleans region, including but not limited to advocacy regarding the National Flood Insurance Program, Risk Rating 2.0, Homeowners and Business property insurance, and tax incentive programs.
- 9) GNO, Inc. will support JEDCO and Jefferson Parish by identifying and sharing information on relevant federal and state grant opportunities as well as foundational funding opportunities and will assist with vetting and prioritizing catalytic projects for funding by federal stimulus dollars, including enhancing broadband access and other infrastructure measures that drive business continuity and resiliency.
- 10) GNO, Inc. will play a lead role in advancing the New Orleans to Baton Rouge passenger rail project for the region and will advocate for a rail station in Jefferson Parish. GNO, Inc. will seek regular updates from the Southern Rail Commission and DOTD regarding the feasibility study and next steps and will share the updates with JEDCO.
- 11) GNO, Inc. will provide data and research through EMSI and other sources, and economic impact analyses through IMPLAN upon request from JEDCO and Jefferson Parish.
- 12) GNO, Inc. will work in collaboration with JEDCO to include Jefferson Parish companies in and education leaders in regional sectoral partnerships and industry coalitions to address workforce gaps, develop new initiatives to spur growth, and inform overall business environment for industries' continued growth.
- 13) GNO, Inc. will, in collaboration with JEDCO, work with Jefferson Parish companies and higher education leaders through the GNOu initiative that will create industry-driven curricula changes and new programs at regional universities and technical colleges.
- 14) GNO, Inc. will, in collaboration with JEDCO, work with Jefferson Parish companies, community organizations, and education leaders on STEM programs and initiatives.
- 15) GNO, Inc. will participate as a partner and stakeholder in the update to the Jefferson EDGE 2025, which effort will result in the EDGE 2030 plan, by providing insight, feedback and assistance as needed in the planning process.

Marketing:

- 16) GNO, Inc. will continue to develop new marketing campaigns highlighting the Greater New Orleans region and Jefferson Parish through print, radio, television, and social media. Means to achieve these earned media goals will include press releases for major wins, press events, when appropriate and impactful; editorials and op-ed pieces; regular scheduled appearances on local TV and radio; media tours to major external markets.
- 17) GNO, Inc. will support JEDCO's efforts to promote JEDCO events, initiatives, projects, and economic development wins through social media, press releases, and other platforms as necessary.
- 18) GNO, Inc. will participate in meetings related to the Jefferson Parish Bicentennial and other Jefferson Parish communications activities to ensure alignment of public messaging.
- 19) GNO, Inc. will provide opportunities for JEDCO to engage in events and marketing initiatives related to Super Bowl LIX.

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- 20) GNO, Inc. will offer quality of life tours, job placement, and other talent needs to existing and prospective Jefferson Parish companies.
- 21) GNO, Inc. will maintain Destination GNO's (destinationgno.com) Jefferson Parish features and community information as needed and with input from JEDCO. GNO, Inc. will assist JEDCO with the maintenance and updates of JEDCO's website promoting Jefferson Parish by fulfilling data requests, providing neighborhood profiles, and other content and input.

Other:

- 22) GNO, Inc. will support JEDCO and Jefferson Parish in other areas as needed in order to create jobs and wealth in Jefferson Parish and promote Jefferson in general.
- 23) GNO, Inc. will provide quarterly activity reports to JEDCO on the 13th day (or next business day) of the month following the completed quarter reporting on progress made under these deliverables, which JEDCO will provide to the Jefferson Parish Council and Jefferson Parish President. Additionally, GNO, Inc. will provide an annual presentation reporting on progress to the JEDCO Board of Commissioners (date of presentation to be coordinated with JEDCO).