K23-088

COOPERATIVE ENDEAVOR AGREEMENT

Between

THE CITY OF NEW ORLEANS

and

THE BIODISTRICT NEW ORLEANS

COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the CITY OF NEW ORLEANS (the "**City**"), acting by and through the Mayor of the City, and the BioDistrict New Orleans, a political subdivision of the State of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana and as more particularly described in La. R.S. 33:9039.62, acting by and through its duly authorized representative (the "**District**" or the "**BioDistrict**"). The City and the BioDistrict may sometimes each be referred to as a "Party" or collectively as the "Parties." The Agreement is effective as of November 1, 2022 (the "**Effective Date**").

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, (the "**Constitution**") provides that for a public purpose, political subdivisions may engage in cooperative endeavors with private associations, corporations or individuals;

WHEREAS, economic development constitutes a public purpose for the expenditure of public funds as determined by the Louisiana State Legislature under various provisions of law, including but not limited to Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950 (the "**Cooperative Economic Development Law**"), as amended;

WHEREAS, the Cooperative Economic Development Law authorizes the participation by the parties hereto in economic development activities, including the expenditure of public funds under certain circumstances;

WHEREAS, the BioDistrict was established by the Louisiana Legislature in 2005 to advance biomedical research and job creation in the area that includes the old Charity Hospital downtown, the new University Medical Center, the new Veterans Administration Hospital, Xavier University of Louisiana, Delgado Community College's School of Nursing, LSU Medical School and Health Sciences Center, Tulane University Medical School and School of Public Health and Tropical Medicine, the Louisiana Cancer Research Center, and the New Orleans Bioinnovation Center, among other health care and bioscience assets;

WHEREAS, the BioDistrict is governed by a 15-member board composed of appointees of the Governor of Louisiana, the Mayor of New Orleans, senators and representatives whose districts include the BioDistrict, as well as leadership from LSU, Tulane, Xavier, and Delgado;

WHEREAS, following public meetings and conversations with concerned neighborhood leaders in Mid-City and Gert Town in early 2022, the BioDistrict requested legislative changes to limit its authorities and narrow its boundaries, including removing the BioDistrict's authority to utilize eminent domain or expropriation and removing residential neighborhoods from the BioDistrict's boundaries;

WHEREAS, these proposed legislative changes were contained in HB 797 and introduced and enacted into law as Act 354 of the 2022 Regular Session of the Louisiana Legislature;

WHEREAS, the New Orleans Business Alliance serves as the administrator of the BioDistrict, including providing support and administration on governance, compliance, financial transactions, and record keeping for the BioDistrict;

WHEREAS, pursuant to a request from LSU Foundation and LSU School of Medicine who were advancing plans for the adaptive reuse of Charity Hospital, the Greater New Orleans Foundation led a comprehensive strategic planning process for the neighborhood surrounding Charity Hospital, which included three community meetings and the surveying of hundreds of residents and culminated with the release in September of 2018 of a report calling for the creation of a robust, job creating, and equitable innovation district;

WHEREAS, the Greater New Orleans Foundation's strategic plan calls for improving the area by creating good jobs that pay family-sustaining wages, advancing health care and research, fostering equitable economic development, increasing affordable housing, improving transportation, expanding services for the unhoused, promoting environmental sustainability through green infrastructure and park spaces, and providing opportunities for existing local and disadvantaged businesses;

WHEREAS, Governor John Bel Edwards has designated much of the BioDistrict as a federal Opportunity Zone, providing federal tax advantages to investors to spur additional development;

WHEREAS, GNO Inc., at the request of the Greater New Orleans Foundation, created a prospectus for the BioDistrict to highlight current assets within the area, including upcoming development projects and financial investments to promote additional investment within the area;

WHEREAS, the BioDistrict is a leading member of a consortium that was awarded, in December 2021, one of sixty Build Back Better Regional Challenge Grants from the Department of Commerce's Economic Development Administration ("**EDA**") for the Gulf Coast Health Sciences Corridor and a chance to compete for $25 to $75 million in additional federal funding from the EDA;

WHEREAS, the City has been requested by the BioDistrict to undertake the cooperative endeavors herein provided in this Agreement in order to make it economically feasible for the District to undertake projects which may include but not be limited to land acquisition (except land acquisition done by expropriation or the acquisition of any parcel that is zoned with a low-density residential zoning category), design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particular identified in R.S. 33:9039.72 of the Louisiana Revised Statutes (the "**Project**");

WHEREAS, such enhancement of bioscience and health products would result in significant economic benefits to the City, including construction jobs, increased permanent employment, increases to the tax base for *ad valorem* taxation, and significant increases in sales and use tax collections as well as helping to mitigate the condition of unemployment or underemployment in the surrounding geographical area and other ancillary financial and economic development benefits such as health science research;

WHEREAS, the Project, as more fully described in **Exhibit A** hereto, is expected to include research, administration, and development costs to be paid by the District in the Base Year Site, as described in **Exhibit B** hereto;

WHEREAS, in order to enable the BioDistrict to proceed with the Project, the City has agreed to dedicate the proceeds of the Monthly Pledge City Increment to the BioDistrict, providing infrastructure assistance and payment of the BioDistrict for Project Costs, as defined herein, subject to the terms and conditions set forth herein below in this Agreement; and

WHEREAS, the City and the BioDistrict desire to enter into this Agreement under Article VII, Section 14(C) of the Constitution and the Cooperative Economic Development Law, all for the purpose of enabling the District to commence the Project, to expend the Project Costs and other sums to complete the Project.

NOW, THEREFORE, in consideration of the mutual benefits hereby conferred and other good and valuable consideration, the City and the BioDistrict hereby covenant and agree with each other as follows:

1.
DEFINITIONS

1. Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

"**Act**" shall mean Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, comprised of La. R.S. 33:9020 through 9039, inclusive.

"**Agreement**" shall mean this Cooperative Endeavor Agreement effective as of November 1, 2022, by and between the City and the District, and any amendments or modifications hereto.

"**Annual City Base**" shall mean $11,155,153.48, which is the amount collected in the 2021 baseline year, and which shall be adjusted upward by a 2.0% estimated annual growth rate every January 1st beginning in 2023.

"**Annual City Increment**" shall mean the amount by which the City Sales and Use Tax collected within the boundaries of the District attributable to any Fiscal Year during the Term exceeds the Annual City Base.

"**Annual Pledged City Increment**" shall mean a sum equal to one hundred percent (100%) of the Annual City Increment effective on the Collection Start Date but shall not exceed (125%) of the BioDistrict's sales tax estimates (**Exhibit C**) for each annual year of collection commencing in year 2022.

"**Business Day**" shall mean any day that is not (a) Saturday or Sunday or (b) a legal holiday or a day on which banking institutions are authorized by law to close in the State of Louisiana.

"**City**" shall mean City of New Orleans, Louisiana.

"City Sales and Use Tax" shall mean the City's two percent (2.0%) sales and use tax approved in prior elections and all renewals, extensions or rededications of said tax, levied and collected at some time during all or any part of the term of this Agreement within the boundaries of the District, excluding the properties highlighted in blue as noted in Exhibit B and any other sales and use tax levied and collected by the City, but only to the extent such sales and use tax is not dedicated to any specific previously authorized purpose or use.

"City Collection Fee" shall mean 2% of the Monthly Pledged City Increment that will be retained by the City as compensation for administering this agreement.

"**Collection Start Date**" shall mean November 1, 2022.

"**District**" shall mean the territory located in the parish of Orleans as established in La. R.S. 33:9039.62 and shown in Exhibit B, including the boundary of the BioDistrict that was enacted as part of Act 354 of the 2022 Regular Session of the Louisiana Legislature. The District shall be a political subdivision of the state as defined in Article VI, Section 44(2) of the Constitution of Louisiana. Pursuant to Article VI, Sections 19 and 20 of the Constitution of Louisiana, the District, acting through its board of commissioners, the governing authority of the District, is hereby granted all of the rights, powers, privileges, and immunities accorded by law and the Constitution of Louisiana to political subdivisions of the state, including but not limited to the power to incur debt, except where limited by La. R.S. 33:9039.62 and by Act 354 of the 2022 Regular Session of the Louisiana Legislature.

"**Depository Bank**" shall mean the bank into which the City deposits City Sales and Use Tax receipts.

"Disadvantaged Business Enterprise" shall mean an entity or individual certified as a socially and economically disadvantaged business through the SLDBE or LAUCP-DBE program or such other certification programs that the City may designate.

"Equitable Business Opportunity" shall mean the City of New Orleans' initiatives to provide equal access for qualifying Disadvantaged Business Enterprises (DBE).

"**Fiscal Year**" means each yearly period commencing on January 1 of any given year and ending on December 31 of the same calendar year.

"**Month**" shall mean a calendar month.

"**Monthly City Base**" shall mean the Annual City Base divided by twelve (12).

"**Monthly City Collection**" shall mean the City Sales and Use Tax collected within the boundaries of the District attributable to any Month during the Term.

"**Monthly Pledged City Increment**" shall mean a sum equal to one hundred percent (100%) of the Monthly City Increment effective on the Collection Start Date.

"**Monthly City Increment**" shall mean the amount by which the Monthly City Collection exceeds the Monthly City Base.

"**Paying Agent/Trustee**" shall mean the bank possessing trust powers, if any, which shall be appointed by the District to receive the tax increments, described herein.

"**Project**" shall mean the project contemplated by the District, as more particularly described in Article 3, Section 3 of this Agreement, and which shall be located in BioDistrict but shall not be located on any property highlighted in blue in Exhibit B.

"**State**" shall mean the State of Louisiana.

"**Tax Collector**" shall mean the City's Department of Finance.

"**Term**" shall mean the term of this Agreement as set forth in Article 5 hereto.

2. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement entered into or furnished in connection with this Agreement.

2.
CITY'S REPRESENTATIONS

1. Authority of City. The City is granted the authority, pursuant to the Act and Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, to enter into this Agreement.

2. Scope of Authorized Agreement. The Act authorizes the use of City Sales and Use Tax receipts for economic development projects such as the Project.

3. Collections. Unless otherwise specified hereby, the City hereby represents that it shall impose internal collection processes and systems for the purpose of collecting, classifying, reconciling, calculating, dedicating and remitting of the Annual City Increment on a monthly basis by remitting the Monthly Pledged City Increment, provided that such systems may be changed by the City as they pertain to their respective collection processes relative to this Agreement, after providing notice to the District of such change.

3.
DISTRICT'S REPRESENTATIONS

1. District Authority. The District has all requisite power to enter into this Agreement pursuant to the Act, Article VII, Section 14 (C) of the Louisiana Constitution of 1974, as amended, and there are no contracts or outstanding debts or other obligations in conflict herewith.

2. Scope of Project. The Project is within the scope of the Act.

3. Project Necessity. The Project is necessary to promote economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in R.S. 33:9039.72 of the Louisiana Revised Statutes, within the City of New Orleans (each, a "**Project**"); and the District will proceed with diligence to pursue the Project. The District represents that the expenditure of public funds as determined by the Louisiana State Legislature, under various provisions of law, including but not limited to Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, and VII Section 14 of the Louisiana Constitution, shall be for the public purpose of the Project and related public purposes, and that the District and its activities will create public benefit of equal or greater value to the investment made by the City through this Agreement.

4. Validity of District Obligation. This Agreement constitutes a valid and legally binding obligation of the District.

5. No Suits. Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the District before any court, arbitrator, or administrative or governmental body, or operations of the District or which might adversely affect the ability of the District to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement and the obligations, if any.

6. Accuracy of Statements. No misleading, false or erroneous information has been provided by the District to the City in this Agreement, or on any other document or certificate with respect to this Project. There is no fact or circumstance known by the District that negatively affects or so far as the District can reasonably foresee, will materially adversely affect the condition of the District or its ability to perform its obligations hereunder including the issuance and payment of any Bonds issued pursuant to the Act or other constitutional or statutory authority.

4.
COOPERATIVE ENDEAVOR OBLIGATIONS

1. City Agency. The City hereby agrees to act as agent of the District on and after November 1, 2022 for the sole purpose of collecting the Monthly Pledged City Increment. Such agency shall continue for the Term of this Agreement, or as otherwise provided by amendment or addendum to this Agreement. The City hereby further agrees that it shall additionally take all reasonable enforcement procedures it is authorized by law to take in connection with the collection of the Monthly Pledged City Increment.

2. Transfer of Funds.

a. As a means of facilitating the collection of the Monthly Pledged City Increment, it shall be the continuing duty of the City during the Term to request deposit by the Tax Collector of the Monthly Pledged City Increment on a quarterly basis with the Depository Bank. The City shall inform the District, as soon as practicable, as to the amount of receipts on deposit with the Depository Bank that constitute the Monthly Pledged City Increment. The City shall work with the Tax Collector regarding which receipts must be transferred by the Depository Bank to the District, and the date for such transfer, which shall be no later than the twentieth (20^{th}) day of the second Month of each calendar quarter for transfer of the prior quarter's aggregate Monthly Pledged City Increment. Each quarter the City will inform the Tax Collector as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged City Increment to the District.

b. The District must furnish to the City a list of all businesses located within the District when requested by the City.

c. The expenditure of the Annual City Increment shall be dedicated to the public purpose of the District pursuant to R.S. 33:9039.62 *et seq.*

3. Calculations. The City and the District hereby agree that the Monthly City Increment shall be calculated for every month included in the term of this Agreement. Such calculations shall be made by the City and the City shall transfer the Monthly Pledged City Increment, less the City Collection Fee, each quarter no later than sixty (60) calendar days after the close of the filing quarter, in immediately available funds. A re-calculation of the Monthly Pledged City Increment for any Month or Months shall be made at any time upon the request of any party hereto. Collections from the businesses located in the District

pursuant to the Act received in any Month as a result of audits shall be treated as current collections for such Month for purposes of this Agreement.

If it is determined that a shortage or overage exists in the amount collected and transferred, for any period, compared to the amount actually due, for whatever reason, the City shall direct an adjustment in the Monthly Pledged City Increment, as the case may be, paid to the District in order that the shortfall or over collection of revenues due to the District for any prior period is eliminated as soon as practicable and in any event no more than ninety days subsequent to the recalculation giving rise to the need for the adjustment, provided that the City shall not be obligated to use any funds for adjustments other than from City Sales and Use Tax collected from within the District boundaries.

4. Effective Date of Monthly Pledged City Increment. The Monthly Pledged City Increment shall be due to the District effective as of the Collection Start Date and extending through and including October 31, 2039 (**"Collection End Date"**). The City shall direct the Depository Bank to pay over all Monthly Pledged City Increment collected from the Collection Start Date through the Collection End Date to the District in accordance with Article 4 Section 2(a) and Article 4 Section 8.

5. Collection Process. To the extent it is not in conflict with the provisions of this Agreement, the City is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of City Sales and Use Tax in the District in the same manner as City Sales and Use Taxes are currently being collected.

6. Amendment. In no event shall any rescission to this Agreement be effective without providing prior written notice to the other parties of this Agreement. Prior to such rescission, the District will be afforded an opportunity to provide a certificate providing to what extent such action will have on the interest of the District and the City, if any. In the event of rescission, the Agreement shall remain as if still in effect for any obligation entered into or bonds issued in reliance on this Agreement that currently existed at the time of the rescission. Said rescission shall only apply to any future liability, not to any past liability.

7. Accounting. Not later than March 1 of each Year the City shall provide a written accounting to the District of all Annual Pledged City Increment collected on behalf of the City and the District in the previous City Fiscal Year. In addition, the City shall provide current collection information to the District upon request thereby.

8. Budget. The District shall annually submit a budget presentation, including annual goals, deliverables, and performance measures, for the Project and which budget shall be in strict accordance with all of the applicable provisions set forth in the Agreement, to the Clerk of Council for distribution to the Councilmembers and Council Chief of Staff. The initial budget presentation shall be submitted with a cover letter by no later than sixty days after this Agreement has been signed and by November 1 of each calendar year of this Agreement for all subsequent years. The budget shall become effective upon approval of an ordinance of the City of New Orleans. Until the initial budget is approved, the City shall withhold transferring payments of the Monthly Pledged City Increment to the District. Should a calendar year end before a subsequent budget for the District for the succeeding year has been approved, the City shall withhold transferring payments of the Monthly Pledged City Increment to the District until the budget for the new year has been approved, except that amounts to cover all debt service obligations for District projects previously approved by the City of New Orleans by ordinance shall not be withheld. The District shall not be entitled to collect interest on any withheld payments from the City as a result of the City exercising its authority to withhold approval of the District's budget.

9. Plan. The District shall create or update a strategic master plan for the BioDistrict, including a plan to operationalize the strategic plan, within twelve months of the execution of this Agreement, and such a plan shall be submitted to the Mayor, City Council, and City Planning Commission for review and approval. The District will update the plan as necessary, and at a minimum of every five years during the period in which this Agreement is in effect, with each update being submitted to the Mayor, City Council, and City Planning Commission for review and approval.

10. Annual Report. Not later than November 1 of each year, beginning one year after the commencement of this agreement, the District shall annually submit a report to the Mayor and City Council of New Orleans that details its expenditures of the Annual Pledged City Increment and its performance relative to the goals and deliverables specified in its approved city budget and master plan. The report should detail all projects undertaken and their current status and impacts, as well as the District's challenges, strategies, and future plans.

11. Authority of the City of New Orleans. Consistent with provisions of RS 33:9039.63, nothing in this Agreement shall affect the authority of the City, the medical institutions or the educational institutions within the district, or any other political subdivision.

12. Termination. The City may terminate this Agreement for cause, provided that it has first notified the District in writing and by certified mail with a complaint that specifies the items within the District's mandate, authority, and responsibility that the City contends require remediation. The District shall have sixty days to respond to the City, in writing and by certified mail, with a plan for remediating the items specified. Should the City still desire to terminate this Agreement after reviewing the remediation plan from the District, it must secure approval of an ordinance of the City of New Orleans authorizing such termination within sixty days of the District's response. Under all circumstances, future payments of as much of the Monthly Pledged City Increment that may be necessary to pay all debt service obligations for District projects previously approved by the City of New Orleans by ordinance shall continue until to be made and dedicated for those purposes until such time as those debts and interest payments have been fully repaid. Therefore, while the City may limit the amount of revenue generated by this Agreement to the amount needed for payment of debt service obligations as noted above, it may not terminate the Agreement when there are debt service obligations that require repayment.

5.
INDEMNITY

1. In General. To the fullest extent permitted by law, the District will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the District, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the District in connection with the performance of work under this Agreement.

2. Limitation. The District's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

3. Independent Duty. The District has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the District is ultimately absolved from liability.

4. Expenses. Notwithstanding any provision to the contrary, the District shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

6.
TERM

1. Term of this Agreement. This Agreement shall be effective as of November 1, 2022, and shall extend for a term of seventeen (17) years through October 31, 2039.

7.
MISCELLANEOUS

1. Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following Parties at the following addresses:

TO THE DISTRICT: BioDistrict New Orleans
c/o NOLABA
1250 Poydras St., Suite 2150
New Orleans, LA 70113

With copy to: BioDistrict New Orleans Board Chair Andy Kopplin (or his successors)

TO THE CITY: Deputy CAO, Office of Business and External Services
City of New Orleans
1340 Poydras Street, Suite 1000
New Orleans, LA 70112

&

Jeffrey Schwartz (or his successors)
Director, Office of Economic Development
City of New Orleans
1340 Poydras Street, Suite 1800
New Orleans, LA 70112

With copy to: Donesia D. Turner, City Attorney (or her successors)
City of New Orleans
1300 Perdido Street, 5EO3
New Orleans, LA 70112

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each Party at such other addresses or numbers as shall be designated by such party in a written notice to the other arty.

3. Further Assurances. From time to time hereafter, the District and the City shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each Party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

4. Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought in the Orleans Civil District Court, Orleans Parish, Louisiana.

5. Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the District or the City in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

7. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

8. Taxes. The District hereby agrees that the responsibility for payment of taxes from the funds, if any, thus received under this Agreement shall be the District's obligation.

9. Ownership. All records, reports, documents and other material delivered or transmitted to the District by the City shall remain the property of the City, and shall be returned by the District to the City, at the District's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by the District in connection with the performance of the services contracted for herein shall become the property of the City, and shall, upon request, be returned by the District to the City, at the District's expense, at termination or expiration of this Agreement.

10. Non-assignability. The District shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the City. This provision shall not be construed to prohibit the District from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent.

11. Discrimination Clause. The District 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 the District agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

a. ***Equal Employment Opportunity.*** In all hiring or employment made possible by, or resulting from this Agreement, the District (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the District's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

b. ***Non-Discrimination.*** In the performance of this Agreement, the District will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the District in any of District's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the District. The District agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

c. ***Equitable Business Opportunity.*** The District shall fully and completely carry out the applicable requirements of the City's Equitable Business Opportunity (EBO) Program in the award and administration of this Agreement, including without limitation, all reporting requirements and established EBO participation percentages. The District shall abide by the City Code Sections 70-456, *et seq.*, to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder.

d. ***Incorporation into Subcontracts.*** The District will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

12. Convicted Felon Statement. The District swears that it complies with City Code § 2-8(c). No District principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

13. Non-Solicitation Statement. The District swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this

Agreement. The District has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

14. Audit and Oversight. The District will comply fully with all requests from auditors for the City of New Orleans and the State Legislative Auditor.

15. Public Notice of Meetings. The District shall follow all state laws with regard to providing public notice of its meetings.

16. Records Retention. The District shall follow all state laws with regard to records retention, and shall require its contractors and subcontractors, grantees and subgrantees to maintain all financial records for a period of four years after the final payment is made by the District.

17. Constitutional Prohibitions on Donations of Property. The District shall comply with Article 7, Section 14(A) of the Louisiana Constitution prohibiting the donation of public funds.

18. Intellectual Property. The District and its constituent research institutions and facilities shall seek to secure ownership interests of any intellectual property created as a result of District investments or activities. The District and its constituent research institutions and facilities shall return to the city twenty-five percent of all such intellectual property earnings, without limitation as to their value, paid to the city within 30 days of receipt of all such earnings.

19. Issuance of Bonds or Debt Instruments. The District must secure approval from the City by ordinance before issuing any bonds or debt instruments whose debt service and interest shall be paid by any revenues provided by the City as a result of this Agreement. The City shall not be responsible for contributing revenues provided by the City as a result of this Agreement for any District project that has not received approval by ordinance in advance of the bonds or debt instruments being issued.

20. Louisiana Code of Governmental Ethics. All District Board of Commissioners members and staff shall comply with the Louisiana Code of Governmental Ethics.

21. Disclosure, Recusal, and Nonparticipation by college or university representatives serving on the District's board of commissioners in transactions that involve District funding allocations or contracts to provide District resources to their institution or any other college or university. All college or university representatives who serve on the District's board of commissioners shall disclose their conflict, recuse themselves from any votes, and remove themselves from discussion or participation on any District transaction involving District funding or contracts to provide District resources to their institution or to any other college or university. This shall not prevent college or university representatives from engaging in broader, nondecision-making discussions regarding strategic planning, research and grant opportunities, and District development strategies that may involve their institution or any other college or university.

22. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

23. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

24. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

25. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A – the Project; Exhibit B – the Base Year Site; and Exhibit C - Adjusted Sales Tax Estimates for Innovation District.

26. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; Exhibit A; Exhibit B; and Exhibit C.

27. Judgments. The Parties agree and acknowledge that at all times during the Term of this Agreement, no portion of the Monthly Pledged City Increment shall be used at any time to pay any judgments against the BioDistrict, as no provision contained in this Agreement shall be deemed to have waived the requirements of La. Const. art. XII, § 10(c).

[SIGNATURES AND EXHIBIT(S) A-C CONTAINED ON NEXT PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the BioDistrict, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

By: LaToya Cantrell, Mayor

Thus done and signed this 17th day of March, 2023 at New Orleans, Louisiana.

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: Tracy Taylor

BIODISTRICT NEW ORLEANS

By: ______________________________

Thus done and signed this 16th day of February, 2023 at New Orleans, Louisiana.

[EXHIBIT(S) A-C CONTAINED ON NEXT PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A

The Project

The Project shall include, but may not necessarily be limited to, the following:

A.(1) The District may undertake a project which may include land acquisition, except land acquisition done by expropriation or the acquisition of any parcel that is zoned with a low-density residential zoning category. The District acknowledges that such low-density residential zoning categories are intended to provide for two-family development on smaller lots in older, densely populated urban sections of the City mixed with detached single-family dwellings, with limited non-residential uses such as places of worship, historic neighborhood commercial establishments, and recreational facilities that are compatible with surrounding residential neighborhoods and that preservation of existing neighborhoods that have low-density residential zoning within the district is imperative to the health and sustainability of those neighborhoods and to the success of the district itself. Provided that the District follows all applicable ordinances of the City that govern zoning, land use, historic district, and neighborhood participation requirements, the District may also undertake design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and related personnel costs and other activities necessary or convenient thereto. Should the district plan a project on any parcel(s) of land that was not previously exempt from taxation, the District must secure a Payment in lieu of Taxes (PILOT) agreement with the City of New Orleans before commencing with the project. Provided that the district follows all applicable ordinances of the City that govern zoning, land use, historic district, neighborhood participation, and equitable business opportunity requirements, the District may establish projects for bioscience and health products, including projects related to:

(a) Research and development.
(b) Invention and discovery.
(c) Commercialization.
(d) Production and manufacturing of goods and products, including facilities for manufacturing.
(e) Development of production process and delivery system purposes in, involved in, based on, or related to, or intended to advance the state of knowledge, skill, and understanding of, the biosciences, including:
(f) Wet laboratories.
(g) Clean rooms.
(h) Dry laboratories.
(i) Research and development facilities.
(j) Genetics facilities and equipment.
(k) Pharmaceutical facilities and equipment.
(l) Biotechnology incubators.
(m) Bioscience and biotech health care facilities.
(n) Biotech facilities.
(o) Bioscience facilities.
(p) Other similar projects.
(q) Bioscience education, including health or biotech education programs in cooperation with affiliate institutions of higher education;
(r) Access to public safety facilities and equipment;

(s) Streets and roads;
(t) Drainage services;
(u) Wastewater services;
(v) Potable water services;
(w) Telecommunication facilities;
(x) Demolition of existing structures;
(y) Chilled water services;
(z) Steam services;
(aa) Industrial gases services;
(bb) Other utility and process and production services; or
(cc) The support of any other type of bioscience projects or safety, security (police), parking, housing (student and workforce), conference and meeting facilities, transportation (pedestrian and vehicular), emergency preparedness, emergency operations, beautification, image, district identity, centralized laundry, janitorial services, maintenance services (grass cutting, street cleaning).The District may develop and enforce standards for district identity, buildings (architectural), landscaping, streets and sidewalks, lighting and signage, except in neighborhoods zoned for low density residential, and only if such standards and enforcement mechanisms have been specifically approved by ordinance of the City Council.

B. The District may create subdistricts only with prior approval by ordinance of the City Council.

C. The BioDistrict's board shall, through promulgation of bylaws adopted by the board, form committees to create a biosciences development and job creation plan for each project. The board, through the promulgation of bylaws, shall provide for the membership of the respective committees and their duties, and shall include mandatory review and approval of all development projects. Such committee shall also have primary responsibility for due diligence regarding such projects under guidelines established by this Chapter.

D. The plan shall have two phases:

(1) Phase I: The preliminary feasibility analysis shall include but not be limited to the following:
(a) A job creation vision and purpose.
(b) A bioscience vision and purpose.
(c) A preliminary cash flow.
(d) Preliminary sources and uses of funds.
(e) Cost estimates.
(f) A preliminary financial plan.
(g) A preliminary job creation estimate.
(h) A preliminary business plan.
(i) A preliminary critical path.

(2) Phase II: The final feasibility analysis shall include but not be limited to the following:
(a) A job creation vision and purpose.
(b) A bioscience vision and purpose.
(c) A cash flow proforma.
(d) Sources and uses of funds.
(e) Cost estimates.
(f) Revenue estimates.
(g) Financial plan.
(h) A job creation estimate.
(i) A business plan.
(j) A development and financial critical path.

(k) A development and financial timeline.

Exhibit B

The Base Year Site

The Base Year Site includes the following:

The territory bounded by Earhart Blvd., Carrollton Ave., Loyola Ave., and Iberville St., excluding the properties highlighted in blue as illustrated below, and in accordance with the boundary descriptions for BioDistrict New Orleans that were enacted as part of Act 354 of the 2022 Regular Session of the Louisiana Legislature:

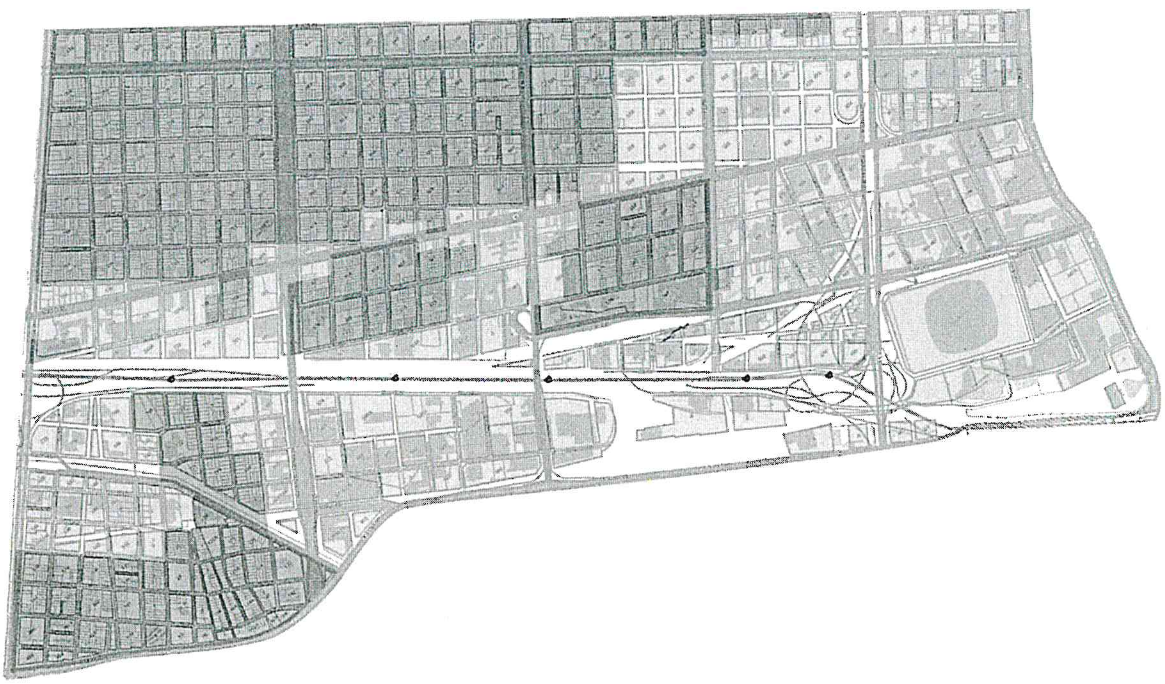

Exhibit C

Adjusted Sales Tax Estimates for BioDistrict

State Fiscal Year Tax Receipts to City, 2%	Estimated City's Expenditures for BioDistrict Based on TIF
2022	$385,704
2023	$1,137,477
2024	$1,443,633
2025	$1,124,145
2026	$1,156,950
2027	$1,301,737
2028	$1,645,901
2029	$2,012,856
2030	$2,403,851
2031	$2,820,204
2032	$3,263,297
2033	$3,734,587
2034	$4,235,603
2035	$4,767,957
2036	$5,333,339
2037	$5,933,530
2038	$6,570,401
2039	$7,245,919

[END OF AGREEMENT]