
**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF LOUISIANA, THROUGH THE DEPARTMENT OF ECONOMIC
DEVELOPMENT, AND
NEW ORLEANS FEDERAL ALLIANCE
FOR COLLABORATIVE INITIATIVES AT THE NAVAL SUPPORT ACTIVITY**

I. AUTHORITY

This Memorandum of Understanding (MOU) is entered into by the Louisiana Department of Economic Development (“LED”), an agency of the State and a body corporate responsible for fostering growth, enterprise and overall improvement of the economy of the State and the New Orleans Federal Alliance (“NOFA”), jointly referred to hereinafter as “the parties.” LED enters this MOU for the purposes of delineating the basis upon which it shall recommend entry by the State into a Cooperative Endeavor Agreement pursuant to the authority of La. R.S. 33:9029.2 and related statutes, and to better serve the public for the purposes of planning and developing the Federal City Complex at the Naval Support Activity (“NSA”) in Algiers, New Orleans, Louisiana (also known as “Federal City”) and in doing so to provide support and assistance to community based nonprofit organizations engaged in economic development activities within the meaning of La. R.S. 36:108(21).

II. BACKGROUND

The Federal City concept was initiated to save the NSA from BRAC closure by developing private office and mixed use opportunities that will retain military jobs and encourage economic development and job growth in the area from civilian federal agencies and the private sector. The Federal City Project offers an approach that could make it a National Model for the future configuration and operation of small to mid-sized DOD installations. It is anticipated that DOD and civilian federal agencies, as well as contractors and suppliers who support them, will be housed at Federal City and all will share Federal City’s amenities and will gain advantage of the force protection features that will be provided. Federal City is intended to be a more cost-effective and sustainable facility that offers tenants outstanding quality of life and provides vital economic development and job creation opportunities for the New Orleans community. Federal City will create energizing synergies with additional anticipated private sector development while incorporating the latest in sustainable design, great visual aesthetics, energy efficiency, and design for enhances hurricane and flood

protection. The Federal City Project also provides a means for community recovery and progress in New Orleans and throughout the Gulf Coast.

Federal City is envisioned to be a type of public – private venture that develops and operates a new kind of federal installation that is more effective and efficient than current models for small to mid size bases. The Federal City Project's goal is to create state-of-the-art facilities that will attract thousands of federal and private sector workers during the next ten years. New construction of facilities will allow Federal City to offer its tenants both energy and maintenance efficient facilities and the latest hurricane and flood protection factors and standards. Under this concept LED, acting for and on behalf of continuing economic development in the State of Louisiana strongly supports this project in light of the economic and social benefits of retaining and growing the workers in the DOD, Federal, and "spin off" civilian organizations that would occupy the Federal City.

NOFA was specifically created for, and its sole purpose is, to facilitate the planning, development, construction and operation of Federal City. LED recognizes the capabilities and purpose of NOFA and believes that this not-for-profit organization is best suited to carry forth the State's interest in development of Federal City and that the support of NOFA is consistent with and pursuant to LED's statutory objectives.

III. OBJECTIVES AND GOALS

The objective of this MOU is to facilitate development of Federal City by granting NOFA the sole authority to negotiate on behalf of LED with the Department of the Navy, developers and tenants, as necessary, to best accomplish a Cooperative Endeavor Agreement for the planning, development, construction and operation of Federal City. This authority will specifically include all matters pertinent to the acquisition, development and use of real property at NSA.

IV. RESPONSIBILITIES OF LOUISIANA AND NOFA

It is hereby understood that Louisiana grants NOFA authority to act as its sole representative in all negotiations with the Department of the Navy, other potential federal entities, developers and tenants to best facilitate planning, development, construction and operation of Federal City.

NOFA shall not execute any contract or agreement in connection with the Project that would expend or commit State funds unless or until specifically agreed to by LED and the State of Louisiana in accordance with the provisions of La. 33:9029.2 and related statutes and as appropriated.

NOFA shall make no changes in its charter which would allow use of the Project for any purpose other than a public purpose.

V. KEY OFFICIALS

The key contact for the State of Louisiana is:

Name: Don Pierson
Address: 1051 N. 3d Street, Baton Rouge, La. 70801
Phone number: (225) 342-3000
E-mail address: pierson@la.gov

The key contacts for NOFA are:

Name: Gen. David Mize
Address: 1512 Seventh Street, New Orleans, LA 70115
Phone number: (504) 701-8844
E-mail address: david.mize@apogen.com

VI. ADDITIONAL PROVISIONS

1. **TERM.** This MOU will become effective upon approval by both parties for a period of five years, provided that to the extent that any item related to the above is addressed through entry into a CEA, then the terms and conditions of that CEA govern. Unless and until this MOU is terminated either by thirty (30) days advance written notice by either party, or by declaration of the Navy that the property is "surplus property" under BRAC closure processes, whichever occurs earlier, this MOU will expire five years from the date of execution. The termination date may be extended by written amendment to this Agreement.
2. **FINANCIAL OBLIGATIONS.** There will be no transfer of funds or other financial obligations between LED or the State of Louisiana and NOFA under this MOU. The parties will fund their own participation under this MOU. Subsequent CEAs that may result from this MOU may involve transfer of funds, but such transfers will be governed by the specific terms of those agreements.
3. **LIABILITY.** Louisiana and NOFA agree to assume liability for their own risks associated with activities undertaken in this MOU.

4. RESOLUTION OF DISAGREEMENTS. All differences between the parties concerning this MOU, if not resolved by the key personnel listed above, shall be submitted jointly for resolution by the Secretary for Economic Development for the State of Louisiana and the Chairman of the New Orleans Federal Alliance. Nothing herein shall be construed to provide for rights to recovery of any damages, including but not limited to all general, special, pecuniary, consequential or punitive damages as a result of this Memorandum of Understanding.

5. REPORTING. NOFA shall comply with all requests by Louisiana, the Legislative Auditor, and their representatives for reports on the status of the Project.

6. COORDINATION. It is the responsibility of NOFA to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice.

Submission of documentation to Louisiana as requested or required by this Agreement or by law shall be for the purpose of providing information to Louisiana. The participation by Louisiana in the Project shall in no way be construed to make Louisiana a party to any contract between NOFA and its architects, engineers, contractors, subcontractors, vendors or laborers.

7. OWNERSHIP OF PROPERTY. NOFA hereby covenants that it owns, will acquire title to, or obtain leasehold interests or permanent easements from the United States Department of Navy for the property on the NSA in Algiers, New Orleans, Louisiana upon which the Project is to be located and that it shall not, transfer, convey, sell, mortgage, assign or otherwise alienate its ownership, leasehold interest or easement rights in the land and appurtenances which constitute the Project without the prior approval of LED or the State of Louisiana, including while and/or if any Project Bonds remain outstanding. It is further hereby understood that NOFA will have sole authority to negotiate with the Department of the Navy in regards to the conveyance of such property.

8. DISCRIMINATION CLAUSE. NOFA agrees to abide by the requirements of Title VI and VII of the Civil Rights Act of 1964' as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11146; the Federal Rehabilitation Act of 1973, as amended; and the Vietnam Era Veteran's Readjustment Assistance Act of 1972; Title IX of the Education Amendments of 1972; and the Age Act of 1975. In addition, NOFA agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

NOFA agrees not to discriminate against participants due to race, color, religion, sex disabilities or national origin.

NOFA agrees to ensure that all services will be delivered without discrimination due to race, color, religion, sex national origin or disabilities. NOFA shall not discriminate on the bases of sexual orientation in any matter relating to employment.

9. AMENDMENT OF AGREEMENT. The parties hereto agree that, in order to be effective, any amendment hereto shall be in writing and signed by all parties.



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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers hereunto duly authorized as of the day and year written below.

THUS DONE AND SIGNED this 16 day of April, 2007 at Baton Rouge, Louisiana.

WITNESSES

STATE OF LOUISIANA, DEPARTMENT OF ECONOMIC DEVELOPMENT

Cathy Edmonston
Witness

By: MJ Olivier
Michael J. Olivier, Secretary

Patricia T. McGehee
Witness

THUS DONE AND SIGNED this 13th day of April, 2007 at Baton Rouge, Louisiana.

NEW ORLEANS FEDERAL ALLIANCE

Linda Landsmann
Witness

By: DMize
Gen. David Mize, Chairman

Lisa J. Wallace
Witness