

COOPERATIVE ENDEAVOR AGREEMENT

by and between

OCHSNER CLINIC FOUNDATION

and

PARISH OF JEFFERSON, STATE OF LOUISIANA

Dated as of _____, 2024

COOPERATIVE ENDEAVOR AGREEMENT

This **COOPERATIVE ENDEAVOR AGREEMENT** (this “Agreement”) is made and entered into by and between OCHSNER CLINIC FOUNDATION, a Louisiana non-profit corporation (“OCF”), and the PARISH OF JEFFERSON, a political subdivision of the State of Louisiana (the “Parish”), to be effective as of the date of effectiveness as set forth below in Section 6.11. Parish is represented herein by Scott A. Walker, Chairman of the Jefferson Parish Council, the Parish’s governing authority, duly authorized to act pursuant to Ordinance No. _____, adopted on the ____ day of _____, 2024. OCF is represented herein by _____, its _____, duly authorized.

RECITALS

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; and

WHEREAS, OCF is a Louisiana non-profit corporation; and

WHEREAS, the Parish is a political subdivision of the State of Louisiana; and

WHEREAS, OCF is the owner of certain property in Jefferson, LA identified as follows: Lot 1, Sq. 1, and the Morere Tract (also known as part of lots 8 and 9), Ludger Fortier Subdivision; Lots 1 – 4, 4A, and 5-9, Sq. 5, Hyman Subdivision; Lot 52, Sq. 8, Live Oaks Place Subdivision; portion of Betz Avenue (Revoked); Lots 1 – 16 and 28 – 42, Lot 22-A-1, and Lot WP, Sq. 1 Live Oaks Place Subdivision; Lots OH, 2-A, and WB, Labarre Subdivision; Lot Y2B1, Castay Subdivision; and Lots 10-X-1 and 10-X-2, Jefferson Plaza Subdivision, Jefferson Parish, Louisiana; all generally being located within the area bounded by Betz Ave., Earhart Expwy., Coolidge St., River Rd., Maine St., and Jefferson Hwy (collectively “OCF’s Master Campus Property”); and

WHEREAS, OCF has submitted an application with the Parish, captioned in Summary No. 26339, Docket No. ES-177-23, for the re-subdivision of Lot 1, Square 1, Ludger Fortier Subdivision; Lot 52, Square 8, Live Oaks Place Subdivision; portion of Betz Street (Revoked); Portions of Lots 1 - 14, Lots 15 – 16 and 28 - 42, and Lot WP, of Square 1, Live Oaks Place Subdivision, Jefferson Parish, Louisiana into Lot OH-1 and Lot OH-2, Square 1A, Ludger Fortier

Subdivision and dedication of portions of Lots 1 – 15 and a portion of Lot WP, of Square 1, Live Oaks Place Subdivision as Deckbar Avenue (“OCF’s Re-Subdivision Application”); and

WHEREAS, as part of the ordinance to be passed in connection with OCF’s Re-Subdivision Application, the Parish has agreed to revoke a part of Betz Street and sell the same to OCF (the “Betz Revocation and Sale”); and

WHEREAS, OCF has submitted an application with the Parish, captioned in Summary No. 26340, Docket No. EZ-23-23, to amend the zoning classification set forth in the Official Zoning Map of Jefferson Parish for Lot 52, Sq. 8, Live Oaks Place Subdivision; Portion of Betz Ave (revoked); Lots 1 - 16 and 28 - 42, and Lot WP, Sq. 1, Live Oaks Place Subdivision, located at 100 - 216 Betz Ave., 101 - 241 Deckbar Ave., and 1706 Jefferson Hwy., such property being bounded by Jefferson Hwy., Coolidge St., River Rd. and Deckbar Ave. (“OCF’s Re-Subdivided Property”); more particularly amending the zoning classification from R-1A Single Family Residential District and H-1 Medical Service District with the CPZ Commercial Parkway Overlay Zone to H-2 Medical Service District with the CPZ Commercial Parkway Overlay Zone (“OCF’s Re-Zoning Application”); and

WHEREAS, OCF has submitted an application with the Parish, captioned in Summary No. 26344, Docket No. SP-23-24, to establish a Medical Campus Master Plan for OCF’s Master Campus Property with variances to the Medical Campus Master Plan regulations (“OCF’s Master Campus Plan Application,” together with OCF’s Re-Subdivision Application and OCF’s Re-Zoning Application, “OCF’s Applications”); and

WHEREAS, OCF’s Applications contemplate OCF constructing a new children’s hospital on a portion of OCF’s Re-Subdivided Property (the “Project”); and

WHEREAS, at a series of neighborhood meetings that OCF conducted with residents of the neighborhood around OCF’s Master Campus Property regarding OCF’s Applications and the Project, attendees expressed concerns regarding the Project’s potential to increase drainage burdens upon the neighborhood, increase traffic upon neighborhood roadways, decrease the neighborhood green space and tree canopy, and cause a diminution of the adjacent well-established residential neighborhood due to the continued expansion of OCF’s footprint (collectively “Neighborhood Impacts”); and

WHEREAS, in response to those concerns about the Neighborhood Impacts, OCF announced certain commitments to the neighborhood via a letter dated September 18, 2024 to Councilman Bonano of the Parish (the “Commitments”), inclusive of agreeing to not purchase certain single-family residential homes, to create a park/green space as part of the Project and to not construct a new hotel building upon the property where the park/green space will be located; and

WHEREAS, Parish has requested that commitments to the neighborhood be contractually memorialized; and

WHEREAS, the public purpose of this Agreement is to ensure that the expanded medical facilities and enhanced services resulting from the Project are implemented in a way that mitigates Neighborhood Impacts; and

WHEREAS, OCF and the Parish desire to enter into this Agreement under Article VII, Section 14(C) of the Constitution (the “Act”) for the foregoing purposes.

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

ARTICLE I
DEFINITIONS

Section 1.1. Use of Defined Terms. Capitalized terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

ARTICLE II
AUTHORITY AND SCOPE OF AGREEMENT

Section 2.1. Authority of the parties. OCF and the Parish are authorized, pursuant to the Act, to enter into this Agreement with such having a public purpose and public benefit.

ARTICLE III
COOPERATIVE ENDEAVOR OBLIGATIONS

Section 3.1. Obligations of OCF. As a material inducement to the Parish to enter into this Agreement, without which the Parish would not have entered into this Agreement, OCF covenants to the Parish as follows:

A. In effort to mitigate Neighborhood Impacts, OCF agrees that during the effectiveness of this Agreement neither OCF nor any affiliate-controlled entities of OCF will acquire property that is residentially zoned (R1A, R2, R3, and RR3) as of the date of effectiveness of this Agreement within the area of Jefferson, Jefferson Parish bordered by Rio Vista Avenue, Earhart Expressway, Barry Avenue (including the projection of Barry Avenue to its intersection with Earhart Expressway), and River Road, as those streets exist as of the date of effectiveness of this Agreement. For purposes of the foregoing, “affiliate-controlled entities” means entities in which OCF owns or possesses an interest and can make all management decisions of such entities, namely the right to purchase immovable property.

B. In effort to mitigate Neighborhood Impacts, OCF will incorporate into the Project a pocket park and green space of approximately 30,000 square feet at River Road between the area of OCF’s Re-Subdivided Property currently located between Betz Street (now being revoked) and Deckbar Street (the “Park Area”). OCF will maintain such pocket park and green space following its construction and throughout the effectiveness of this Agreement. OCF will not remove the historic oak tree, sometimes referred to as Big Betz, from the Park Area.

C. In effort to mitigate Neighborhood Impacts, OCF agrees that it will not construct a new hotel building within the area of Jefferson, Jefferson Parish located between Jefferson Hwy., Deckbar Street, Betz Street and River Road, as those streets exist as of the date of effectiveness of this Agreement.

Section 3.2 Obligations of the Parish. As a material inducement to OCF to enter into this Agreement, without which OCF would not have entered into this Agreement, the Parish covenants to OCF as follows:

A. The Parish hereby grants to OCF any and all necessary rights of access to the Parish owned real property and existing improvements and facilities in and around OCF’s Master Campus Property in order for OCF to complete the Project, including the relocation of utilities from the portion of Betz Street that will be part of the Betz Revocation and Sale (the “Betz Street Utilities”). Notwithstanding the foregoing, OCF shall be required to obtain all required Parish permits and approvals for the Project and the Betz Street Utilities.

B. The Parish agrees to cooperate and work with OCF in connection with the relocation of the Betz Street Utilities as reasonably requested by OCF.

ARTICLE IV
ASSIGNMENT

Section 4.1. Assignment. This Agreement shall be binding upon the successors and assigns for the parties hereto. The parties hereto shall not transfer or assign this Agreement or transfer or assign any or all of their rights or delegate any or all of their duties hereunder without the consent of the other party to this Agreement.

ARTICLE V
TERM

Section 5.1. Term. The term of this Agreement shall continue in full force and effect so long as OCF, an affiliate-controlled entity of OCF, or their successors maintains and operates the Project.

ARTICLE VI
MISCELLANEOUS

Section 6.1. 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.

Section 6.2. Entire Agreement. This Agreement constitutes the entire agreement between Parish and OCF, 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 the Chairperson of its governing authority, and OCF by its authorized representative.

Section 6.3. 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 either party hereto in her/his individual capacity. No representative or official executing this Agreement for the parties hereto shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

Section 6.4. Approvals. Should approval be necessary for any purpose as required by this Agreement, such approval shall be considered effective when received by the party to whom the approval is granted.

Section 6.5. 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.

Section 6.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 6.7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 6.8. Addresses for Notices. 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 email 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 email, 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 address or numbers as shall be designated by such party in written notice to the other party.

If to OCF:

Ochsner Clinic Foundation
Attention: Corporate Real Estate
1450 Poydras Street, Suite 300
New Orleans, LA 70112

with a copy to:

Ochsner Clinic Foundation
Office of Legal Affairs
1450 Poydras Street, Suite 300

New Orleans, LA 70112

If to the Parish:

Jefferson Parish Council

Attention: Council Chairman

200 Derbigny Street, Suite 6200

Gretna, LA 70053

with a copy to:

Jefferson Parish Attorney's Office

Attention: Parish Attorney

1221 Elmwood Park Boulevard, Suite 701

Jefferson, LA 70123

Section 6.9. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to either of the parties under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.10. Venue. The 24th Judicial District Court, Jefferson Parish, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement.

Section 6.11. Effectiveness. This Agreement shall not become a valid and effective contract until the date that OCF's Applications have all been approved by the Parish and this Agreement has been executed by both parties hereto.

Section 6.12. Legal Compliance. Parish and OCF 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 objectives.

Section 6.13. Employment of Parish Personnel. OCF 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.

Section 6.14. Covenant against Contingent Fees. OCF warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for OCF, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for OCF 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, Parish shall have the right to annul this Agreement without liability or, in Parish'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.

Section 6.15. 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 Jefferson Parish Council in its unfettered discretion based upon what the Jefferson Parish Council believes to be in the best interests of Parish. The Jefferson Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

Section 6.16. 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 Jefferson 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.

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This Agreement has been executed by the parties on the dates indicated but effective on the date of effectiveness as set forth in Section 6.11 of this Agreement.

OCHSNER CLINIC FOUNDATION,
a Louisiana non-profit corporation

By: _____

Name: Michael F. Hulefeld

Title : President and Chief Operating Officer

Date: _____

PARISH OF JEFFERSON

By: _____

Name: Scott A. Walker

Title : Chairman of the Jefferson Parish Council

Date: _____