COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
THE LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM
ON BEHALF OF NORTHSHORE TECHNICAL COMMUNITY COLLEGE
(NTCC Drainage Improvements Reimbursement)

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is made and entered into effective as of ____________, 2017 (the "Effective Date"), pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental and private entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 1-06, 3-01 and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as "Parish"); and

LCTCS FOUNDATION, a Louisiana not for profit corporation established to benefit the Louisiana Community and Technical College System represented herein by David Helton__, its Executive Director__ duly authorized, (hereinafter referred to as "Foundation"); and

THE STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM, NORTHSHORE TECHNICAL COMMUNITY COLLEGE, whose mailing address is 265 S. Foster Drive, Baton Rouge, LA 70806 represented by and through Joseph F. Marin, its Senior Vice President for Finance and Administration, duly authorized (hereinafter referred to as "NTCC").

WHEREAS, Parish owns certain property located off of Highway 434 in Lacombe, Louisiana, commonly referred to as the "St. Tammany Advanced Campus" or "STAC" site; and

WHEREAS, NTCC is a partner in the STAC development, having commenced construction on its science, technology, engineering and math building; and

WHEREAS, by separate Cooperative Endeavor Agreement between Parish and NTCC, Parish was obligated to provide certain infrastructure and drainage improvements; and

WHEREAS, NTCC undertook certain drainage improvements on their site benefitting the STAC site as a whole; and

WHEREAS, Parish desires to reimburse NTCC for its expenses in making certain drainage improvements; and

WHEREAS, NTCC desires to grant a drainage servitude to Parish for future maintenance of the drainage improvements.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE.** The Parties agree that the public purpose for this Agreement is to facilitate proper drainage in St. Tammany Parish. The parties have determined that (a) the transfer contemplated pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; and (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure contemplated by this Agreement.

2. **PROPERTY.**
2.1 The “Property” for purposes of this Agreement consists of the detention pond and outfall pipe as depicted on the Grading & Drainage Plan of Kyle Associates, LLC dated December 21, 2015, last dated February 19, 2016, as shown on Exhibit “A” attached hereto (the “Plans”). The precise legal description of the Property shall be established by the Survey (defined below).

3.  **TERM.**

3.1 The “Term” of this Agreement shall begin on the date of full execution by the parties hereto and end on the execution of the Transfer (defined below).

4.  **OBLIGATIONS OF NTCC AND FOUNDATION.**

4.3 NTCC has constructed the detention pond with associated outfall pipe on the Property and as depicted in the Plans and for the costs attached hereto as Exhibit “B”. Following completion of the Survey and Parish’s reimbursement for the detention pond and outfall pipe construction, NTCC and/or Foundation shall enter into an act of perpetual drainage servitude, in the form substantially similar to the Act attached hereto as Exhibit “C” (the “Servitude”).

4.4 For purposes of Parish obtaining the Survey of the Property for the Servitude, NTCC shall grant access to its Property.

4.5 NTCC will provide Parish with copies of its cancelled checks evidencing its payment of the drainage work being reimbursed pursuant to this Agreement.

5.  **OBLIGATIONS OF PARISH.**

5.1 **Survey.** Parish shall be responsible to obtain a survey of the Property with a metes and bounds description (“Survey”). Upon review and acceptance of the Survey by both NTCC and Parish, the Survey will be incorporated as “ Exhibit A” hereto and the designation of the Property shall be modified to the metes and bounds description as shown on the Survey.

5.2 **Reimbursement.** Within thirty (30) days following the later of (a) full execution of this Agreement by all parties and (b) Parish’s receipt of NTCC’s cancelled checks evidencing payment, Parish shall reimburse NTCC for the aforementioned detention pond and associated outfall pipe construction costs to provide drainage to the STAC development in the amount of SIXTY TWO THOUSAND ONE HUNDRED EIGHTEEN DOLLARS AND NO/100 ($62,118.00). Costs eligible for reimbursement under this Agreement are limited to those expenses incurred to design and construct the detention pond and associated outfall pipe on the Property.

6.  **CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS**

6.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

6.2 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

6.3 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

6.4 If any party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the
party delayed in performing work or doing as required under the terms of this Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for cure or performance of any such act shall be extended for a period equivalent to the period of such delay.

6.5 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

6.6 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall, except as otherwise mandated by law, be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

6.7 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

6.8 The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.

6.9 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.

6.10 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

6.11 Each party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each party’s obligations as stated herein.

7. ENTIRE AGREEMENT.

7.1 This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

8. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE.

8.1 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 any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

9. NOTICES.

9.1 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 pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telex or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid 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. All communications shall be transmitted to the address or number set forth below or such other
addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to NTCC:

Dr. Monty Sullivan, President
Louisiana Community & Technical College System
265 S. Foster Drive
Baton Rouge, LA 70806

AND TO:
William Wainwright, Chancellor
Northshore Technical Community College
1710 Sullivan Drive
Bogalusa, LA 70427

If to Foundation

Mr. Leo C. Hamilton
One American Place
301 Main Street, Suite 2300
Baton Rouge, LA 70802

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

(Signature page follows.)
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in the State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of [March 9, 2017], 2017 in the presence of the undersigned witnesses.

WITNESSES:  

[Signature]  
Print Name: Gia Campo
[Signature]  
Print Name: Amy Lebrade

ST. TAMMANY PARISH GOVERNMENT

By: [Signature]  
Patricia P. Brister, Parish President

THUS DONE AND SIGNED effective as of [February 13, 2017], 2017 in the presence of the undersigned witnesses.

WITNESSES:  

[Signature]  
Print Name: Katie Waldrep
[Signature]  
Print Name: Carly Martinez

LCTCS FOUNDATION

By: [Signature]  
Print Name: David Helveston
Title: Executive Director
THUS DONE AND SIGNED effective as of February 9, 2017 in the presence of the undersigned witnesses.

WITNESSES

STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM
NORTHSHORE TECHNICAL COMMUNITY COLLEGE

By: Joseph F. Marie, Chief Operations Officer
Louisiana Community and Technical College System

Print Name: Michele Nardini
Print Name: Helen D. Mitchell
EXHIBIT "A"

PROPERTY

(See attached page.)
EXHIBIT "B"

(See attached 7 pages.)
July 1, 2016

CSRS, Inc.
Attn: Clint Procell
6767 Perkins Rd.
Suite 200
Baton Rouge, LA 70808

Re: Northshore Technical Community College Stem Center
Value of Pond and Drain Pipe at rear of property

Mr. Procell:

Per your request we have determined the following values of work for your use:

Drain Pipe at rear of property $25,391
Installation of Pond $6,000
Subtotal: $31,391.00
O&P $3,139

Total: $34,530.00

Please contact me directly if I can be of any further assistance.

Sincerely,

Justin Whittington
Lincoln Builders of Baton Rouge, Inc.

Attachment

Cc: 1507NT.1.3C
June 8, 2016

CSRS, Inc.
Attn: Clint Procell
6767 Perkins Rd.
Suite 200
Baton Rouge, LA 70808

Re: Northshore Technical Community College Stem Center
COP-07r1 – Furnish and Install Driveway Culvert and Catch basins

Mr. Procell:

Please see the attached Change Order Proposal #07r1 and backup associated with the changes. This proposal is the cost for installing the 30" rcpa drain pipe required to install the project entrance / driveway. Originally these items were to be installed by others, however due to the project schedule we are unable to wait for the other contractors to install. The total cost to the owner for COP 07r1 is $27,588.00. Also, we are requesting 5 additional days be added to the contract time. Please review and advise accordingly.

Please contact me directly if I can be of any further assistance.

Sincerely,

[Signature]

Justin Whittington
Lincoln Builders of Baton Rouge, Inc.

Attachment

Cc: 1507NT.1.3C.COP-07
# Construction Contract Change Order

**SUMMARY**

- **Item No.** 
- **RFI No. (or COR, CPR, etc.)** 
- **Date:** 6/8/2016

**State Project No.** 212134.07  
**Project Name:** NTCC STEM Center

**Contractor Name:** Lincoln Builders of Baton Rouge

**Description of Work:** Driveway Culvert and Catchbasins

**General Contractor Direct Costs - Breakdown No. 1**  
(See attached breakdown)

<table>
<thead>
<tr>
<th>Breakdown No.</th>
<th>Total Direct Cost</th>
<th>OH&amp;P (Max 15%)</th>
<th>Total A*(A X B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Champion Contractors</td>
<td>3 $23,087.00</td>
<td>%</td>
<td>$23,087.00</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Chenevert Architects</td>
<td>9 $1,501.00</td>
<td>%</td>
<td>$1,501.00</td>
</tr>
</tbody>
</table>

**Subcontractor Direct Costs Total** $24,588.00  
(Sum column A)

**Subcontractor Direct Costs + Subcontractor OH&P** $24,588.00  
(Sum column C)

**General Contractor OH&P on Subcontractor Direct Cost at 10%** $2,459.00  
(Sum column A times General Contractor OH&P rate.)  
(Max: 15%)

**Total Subcontractor Costs** $27,047.00  
(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

(Sum of Total General Contractor Costs and Total Subcontractor Costs)
Performance and Payment Bond at Change Order Subtotal
(Change Order Subtotal times Performance and Payment Bond rate)

2.0 % $540.94
$27,047.00

Amount will be ☑ increased decreased ☐ unchanged ☐ by
(Sum of Change Order Subtotal and Performance and Payment Bond)

$27,588.00

Days will be ☑ increased decreased ☐ unchanged by
(Attach supporting data such as meteorological reports)

5

2014

Construction Contract Change Order BREAKDOWN

Breakdown No. COP - 07r1
Item No. COP - 07r1
RFI No. (or COR, CPR, etc.) 6/8/2016
Date: 6/8/2016

Project No.: 1507NT
Project Name: NTCC STEM Center

Contractor/Subcontractor Name: Champion Contractors

Direct Cost of Work:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Hourly Wage Rate</th>
<th>Hours</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Superintendent</td>
<td>57.50</td>
<td>24.00</td>
<td>$1,380.00</td>
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<tr>
<td>2</td>
<td>Pipe Layer</td>
<td>46.00</td>
<td>24.00</td>
<td>$1,104.00</td>
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<tr>
<td>3</td>
<td>Operator</td>
<td>27.60</td>
<td>24.00</td>
<td>$662.00</td>
</tr>
<tr>
<td>4</td>
<td>Labor Hands</td>
<td>32.20</td>
<td>72.00</td>
<td>$2,318.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Labor</td>
<td>Check here if explained on the Comment Sheet</td>
<td>35.14 %</td>
<td>1.920.00</td>
<td>$1,920.00</td>
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</table>

Add Labor Burden @

LABOR TOTAL

$7,384.00
**B. Material**

<table>
<thead>
<tr>
<th></th>
<th>Units</th>
<th>Unit Price</th>
<th>Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CB-01 Boxes</td>
<td>1,500.00</td>
<td>EA</td>
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<tr>
<td>2</td>
<td>30&quot; RCPA</td>
<td>40.00</td>
<td>LF</td>
<td>96</td>
</tr>
<tr>
<td>3</td>
<td>36&quot; RCPA</td>
<td>55.00</td>
<td>LF</td>
<td>4500</td>
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<tr>
<td>4</td>
<td>Bedding &amp; Backfill</td>
<td>1.00</td>
<td>LS</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Rip Rap</td>
<td>10.00</td>
<td>Ton</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Misc. Materials</td>
<td>500.00</td>
<td>LS</td>
<td>1</td>
</tr>
</tbody>
</table>

(Copies of invoices may be required.)

$862.00

**MATERIAL TOTAL**

$9,702.00

**C. Equipment**

<table>
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<tr>
<th></th>
<th>Unit Rate</th>
<th>Unit</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Loader</td>
<td>103.50</td>
<td>hr</td>
</tr>
<tr>
<td>3</td>
<td>Misc Hand Tools</td>
<td>86.25</td>
<td>hr</td>
</tr>
<tr>
<td>4</td>
<td>Sup. Truck &amp; Misc. Equipment</td>
<td>500.00</td>
<td>hr</td>
</tr>
<tr>
<td>5</td>
<td>Dozer</td>
<td>17.25</td>
<td>hr</td>
</tr>
</tbody>
</table>

Add Tax @ 9.75%

$533.00

**EQUIPMENT TOTAL**

$6,001.00

**TOTAL DIRECT COST FOR THIS BREAKDOWN:**

$23,087.00

(Sum A, B & C)

Construction Contract Change Order
## BREAKDOWN

**Breakdown No.:** COP - 07r1  
**Item No.:** COP - 07r1  
**RFI No. (or COR, CPR 6/8/2016):**  
**Date:** 6/8/2016

**Project No.:** 1507NT  
**Project Name:** NTCC STEM Center  
**Contractor/Subcontractor Name:** Chenevert Architects

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### Direct Cost of Work:

**A. Labor**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Wage Rate</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>6.5% of Direct Cost of Work</td>
<td>0.065</td>
<td>$1,501.0</td>
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</table>

1.  
2.  
3.  
4.  
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6.  

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### LABOR TOTAL

**Total Cost:** $1,501.0

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### B. Material

<table>
<thead>
<tr>
<th>Unit Price</th>
<th>Unit</th>
<th>Units</th>
<th>Total Cost</th>
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(Copies of invoices may be required.)

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### MATERIAL TOTAL

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C. Equipment

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<th>Unit Rate</th>
<th>Unit EA</th>
<th>Units</th>
<th>Total Cost</th>
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</tbody>
</table>

(Copies of invoices may be required.)

Add Tax @ _______%

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN: 9

(Sum A, B & C)

2011

$1,501.00
EXHIBIT “C”

ACT OF PERPETUAL DRAINAGE SERVITUDE

FROM: LCTCS FOUNDATION

TO: ST. TAMMANY PARISH GOVERNMENT

BE IT KNOWN, that on the dates hereinafter set forth,

BEFORE EACH OF US, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State hereinafter set forth, and in the presence of the undersigned and competent witnesses, personally came and appeared:

LCTCS FOUNDATION, a Louisiana not for profit corporation established to benefit the Louisiana Community and Technical College System, represented herein by _________________, its _______________ duly authorized, (hereinafter referred to as “Foundation”); and

THE STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM, NORTHSHORE TECHNICAL COMMUNITY COLLEGE, whose mailing address is 265 S. Foster Drive, Baton Rouge, LA 70806, represented by and through Joseph F. Marin, its Senior Vice President for Finance and Administration, duly authorized, as per law (hereinafter referred to as “NTCC”), which intervenes herein to accept the restrictions, reservations and requirements affecting the herein described Premises (Foundation and NTCC may hereinafter be collectively referred to as “Grantor”).

and

ST. TAMMANY PARISH GOVERNMENT, (hereinafter “Parish”), a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA 70434, herein appearing by and through Patricia P. Brister, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter (hereinafter referred to as “Grantee”)

Grantor declared it is the owner of the following described property:

A certain parcel of ground situated in Section 4, Township 8 South, Range 13 East, Greensburg Land District, St. Tammany Parish, Louisiana, and being more fully described as follows:
[INSERT LEGAL DESCRIPTION]; said parcel contains _____ acres, all as per plat by _____________, numbered ______________ and dated ________________, 2017, a copy of which is attached hereto as Exhibit "A" (hereinafter the "Property").

Grantor further declared that for and in consideration of the many advantages flowing to Grantor and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it does, by these presents, establish, grant, convey, transfer, set over and deliver unto Grantee, its successors or assigns, the servitude and right to use the Property for the purpose of locating, constructing, maintaining, repairing, operating, patrolling and replacing an open swale, retention pond, surface drainage channel and/or subsurface drainage channel, including all appurtenances thereto and the right of ingress and egress; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the Property; reserving, however, to Grantor and Grantor's heirs and assigns all such rights and privileges in the Property as may be used without interfering with or abridging the servitude.

The servitude confers in favor of Grantee, its successors and assigns, the non-exclusive right to construct within and use the aforementioned Property for the purposes herein set forth.

THUS DONE AND SIGNED in duplicate form in _______________, Louisiana, on the _____ day of _______________ 2017, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:                                        ST. TAMMANY PARISH GOVERNMENT

_________________________________________________

Print Name:______________________________________

By: [EXHIBIT COPY ONLY]

Patricia P. Brister, Parish President

_________________________________________________

Print Name:______________________________________

__________________________

NOTARY PUBLIC

Print Name:______________________________________

Notary I.D./Bar No. (As Applicable):

My Commission Expires: _____________________________
THUS DONE AND SIGNED in ________________, Louisiana, on the _____ day of ________________, 2017, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Print Name:________________________

Print Name:________________________

Print Name:________________________

LCTCS FOUNDATION

By: [EXHIBIT COPY ONLY]

Print Name:________________________

Title:______________________________

NOTARY PUBLIC

Print Name:________________________

Notary ID:__________________________

My Commission Expires:______________

THUS DONE AND SIGNED in ________________, Louisiana, on the _____ day of ________________, 2017, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Print Name:________________________

Print Name:________________________

Print Name:________________________

STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM

NORTHSHORE TECHNICAL COMMUNITY COLLEGE

By: [EXHIBIT COPY ONLY]

Joseph F. Marin, Senior Vice-President for Finance and Administration

Louisiana Community and Technical College System

NOTARY PUBLIC

Print Name:________________________

Notary ID:__________________________

My Commission Expires:______________