FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT (Use of Levee Board Building)

This First Amendment to Cooperative Endeavor Agreement (the "Amended CEA") is made and entered into on the dates set forth herein below, by and between 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

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 Chief Operating Officer, duly authorized (hereinafter referred to as "NTCC").

WHEREAS, effective as of October 1, 2017, Parish and NTCC entered into that certain Cooperative Endeavor Agreement (the "Original CEA"), wherein Parish authorized NTCC to utilize the St. Tammany Parish Levee Board Building for the provision of educational and high school equivalency, and related testing and training opportunities in St. Tammany Parish; and

WHEREAS, the parties have identified a need to amend the Original CEA to provide for an extension of the term of the Original Agreement, and/or for other necessary purposes; and

NOW THEREFORE the parties desire to enter into this Amended CEA in order to extend the term of the Original CEA, to state each parties' obligations more fully herein, and to amend, restate and/or add the following provisions. This Amended CEA is not intended to release any party from the obligations stated in the Original CEA, but is intended only to amend, restate or add certain provisions to the Original CEA:

- 1. The foregoing recitals are hereby incorporated into the body of this Amended CEA as if fully rewritten and restated herein.
- 2. Section 1.1 of the Original CEA is amended and restated to provide as follows:
 - 1.1 Rent Payments. In consideration for the services provided by Parish pursuant to this Agreement, NTCC hereby agrees to pay Parish rent for the Term, as defined in Section 3.1 of this Agreement. Commencing the Effective Date, NTCC shall pay to Parish without deduction, set off, prior notice, or demand, rent for occupying the Premises as previously described in monthly installments as follows:

Period

Monthly Rent

October 1, 2017 through February 28, 2018 One Thousand Nine Hundred and No/100 (\$1,900.00) Dollars per calendar month

March 1, 2018 through December 31, 2018 Five Hundred and No/100 (\$500.00)

Dollars per calendar month

Rent payments under this section shall be due and payable on or before the 1st day of the month. Payments shall be made by NTCC to Parish's Department of Finance at P.O. Box 628, Covington, LA 70434. Parish and NTCC acknowledge the Rent to be paid herein to be equitable in light of the Parish's obligations pursuant to this Agreement.

- 3. Section 3.1 of the Original CEA is amended and restated to extend the Term of the Original CEA for five (5) calendar months, such that the termination date of the Original CEA is extended from July 31, 2018 to December 31, 2018. Thereafter, the Term may be renewed for any period of time mutually agreed upon by Parish and NTCC in writing.
- 4. This Amended CEA supersedes the Original CEA only where there exists any conflict. This Amended CEA controls any conflicts of any terms or conditions. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.
- 5. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.

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.

(Signature Page(s) to Follow.)

THUS DONE AND SIGNED on this <u>a6**</u> day of <u>gerne</u> 2014 in the presence of the undersigned witnesses. ST. TAMMANY PARISH GOVERNMENT WITNESSES: By: Parish President Hellin Rabalas THUS DONE AND SIGNED on this $25^{+\eta}$ day of $201_{-\eta}$ 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. Marin Chief Operating Officer