

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN ST. TAMMANY
PARISH GOVERNMENT AND THE LOUISIANA
COMMUNITY & TECHNICAL COLLEGE SYSTEM ON BEHALF OF
NORTHSORE TECHNICAL COMMUNITY COLLEGE
(Use of Levee Board Building)**

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is made and entered into effective as of October 1, 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

THE STATE OF LOUISIANA for the use and benefit of the LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM, NORTHSORE 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, Parish owns certain property located on N. Military Road (Hwy 190) in Slidell, Louisiana, commonly referred to as the “St. Tammany Parish Levee Board Building”; and

WHEREAS, NTCC previously operated a facility in Slidell, Louisiana, which was damaged in Hurricane Katrina; and

WHEREAS, NTCC desires to occupy the St. Tammany Parish Levee Board Building to utilize the property for educational and High School Equivalency Test (“HiSET”) preparatory classes and pertinent testing for Parish citizens and other Louisiana residents, and related uses; and

WHEREAS, Parish desires that NTCC be authorized to utilize the St. Tammany Parish Levee Board Building for the aforementioned purposes; and

WHEREAS, Parish and NTCC hereby enter into this Agreement for the purpose of authorizing NTCC to utilize the St. Tammany Parish Levee Board Building for the provision of educational and high school equivalency, and related testing, to adults residing in and outside of St. Tammany Parish, and/or related training opportunities for said individuals.

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 provide residents of St. Tammany Parish with educational opportunities and related resources, and to foster economic development in St. Tammany Parish, which will benefit the health and welfare of residents of 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 transfer, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the transfer contemplated by this act.

2. **PROPERTY.**

2.1 The "Property" or the "Premises" comprises approximately Four Thousand Two Hundred and No/100 (4,200.00) +/- square feet of land and improvements/appurtenances thereon situated on N. Military Road (Highway 1090). The Property bears the municipal address of 61134 N. Military Road (Highway 1090), Slidell, Louisiana 70461.

2.2 NTCC plans to utilize the Premises for technical training and/or education purposes, plus other appurtenant uses.

3. **TERM.**

3.1 The "Term" of this Agreement shall begin on the Effective Date and end on July 31, 2018. Thereafter, the Term may be renewed for two (2) additional one (1) year terms, pursuant to the same terms and conditions set forth herein, provided that both Parties specifically agree in writing at least sixty (60) days in advance of the expiration of the Term to renew said Agreement.

4. **OBLIGATIONS OF NTCC.**

4.1 **Occupancy and Use.** NTCC shall occupy and use the Premises during the pendency of this Agreement in accordance with the terms and conditions set forth herein, to provide, at its own costs, and in its discretion and judgment, adult educational and High School Equivalency Test exam ("HiSET") preparatory courses and testing services to Parish citizens and other individuals, as well as other lawful uses related and/or appurtenant thereto. Testing Services offered by NTCC pursuant to this Agreement may include, but not be limited to, HiSET, Praxis, Test of English as a Foreign Language ("TOEFL"), College Level Examination Program ("CLEP") and/or Louisiana State Licensing Board for Contractors Exams. The Premises may be used for another purpose only with the prior written consent of Parish, which consent shall not be unreasonably withheld.

4.2 **Rent Payments.** In consideration for the services provided by Parish pursuant to this Agreement, NTCC hereby agrees to pay the Parish a maximum fee of Twelve Thousand and No/100 (\$12,000.00) Dollars annually for the Term, as defined in Section 3.1 of this Agreement. Commencing on 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:

<u>Period</u>	<u>Monthly Rent</u>
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 July 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.

4.3 Liability Insurance. NTCC, at its own cost, shall maintain a policy of General Commercial Liability Insurance in the minimum limits of One Million and no/100th (\$1,000,000.00) Dollars per occurrence for bodily injury/property damage and shall have the liability policy endorsed to name St. Tammany Parish as an additional insured thereon throughout the term of this Agreement and for any extensions, and to provide St. Tammany Parish with a copy of the certificate of coverage. A certificate of insurance evidencing coverage shall be issued as follows:

St. Tammany Parish Government
 ATTN: Office of Risk Management
 P.O. Box 628
 Covington, Louisiana 70434

The Comment/Description section on the face of the certificate shall state: "For the use of premises leased by St. Tammany Parish Government, located at 61134 N. Military Road (Highway 1090), Slidell, Louisiana, for a term commencing October 1, 2017 through July 31, 2018, all in accordance with a **COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN ST. TAMMANY PARISH GOVERNMENT AND THE LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM ON BEHALF OF NORTSHORE TECHNICAL COMMUNITY COLLEGE** dated effective October 1, 2017. "

4.4 Other Insurance. NTCC shall obtain and maintain adequate worker's compensation insurance and employer's liability insurance for any staff employed by NTCC and providing services at Premises as appropriate for the level of services provided, and if applicable, will furnish the Parish with proof of insurance on vehicles to be used by NTCC with regard to the services provided at the Premises upon request. If applicable, all policies of insurance shall be endorsed to provide thirty (30) days written prior notice of policy cancellation to St. Tammany Parish Government. NTCC shall cause its insurer to endorse the Worker's Compensation Employers Liability Policy to provide for a Waiver of Subrogation in favor of Parish.

4.5 Hold Harmless and Indemnity. NTCC agrees to indemnify and hold harmless the Parish from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any part, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by NTCC, its agents, employees or permitted invitees, while engaged in the delivery of services to be performed by NTCC at the Premises, and/or any related use of the Premises.

4.6 Incident Reporting. NTCC agrees to promptly report by telephone any incidents involving claims of personal injury, property damage and/or the necessity for repairs therein involving the Premises to St. Tammany Parish Department of Facilities Management at (985) 8982792.

4.7 Warranty of NTCC's Qualifications. NTCC warrants that it is qualified to carry out the services for the intended purposes of this Agreement. In the event that NTCC becomes not fit nor qualified for any reason as related to the provision of the aforementioned services rendered in conjunction with the use of the Premises, then NTCC agrees to terminate its services and withdraw from work herein at no cost to the Parish.

4.8 Personnel. NTCC acknowledges and agrees that its personnel will be qualified and competent to perform the aforementioned services rendered in conjunction with the use of the Premises.

4.9 Condition. NTCC hereby accepts the Premises in its existing condition and assumes responsibility for the condition of the Premises during the term of this Agreement, except as otherwise set forth in this Agreement. NTCC agrees to use reasonable efforts to keep the interior of the Premises in a clean, good-quality, and well-cared for manner at all times throughout the Term, ordinary decay, wear and tear excepted. At the termination of this Agreement, NTCC shall return the Premises to Parish, in like order and condition as received, ordinary decay, wear and tear excepted. Parish shall not be liable for any damage or loss in consequence of defects inside the Premises, unless it shall have failed to repair defects for which it is responsible pursuant to this Agreement within a reasonable time following written notice of NTCC. NTCC shall be responsible for any damage or loss to the Parish with regard to the structure of the Premises (interior or exterior) that results from the unreasonable use, abuse or excessive wear and tear by NTCC.

4.10 Alterations. Any alterations and/or repairs to the Premises by NTCC will be done only with the prior written consent of Parish, which consent will not be unreasonably withheld, conditioned or delayed. Unless otherwise agreed by the Parties, any such alterations and/or repairs shall be made at NTCC's sole cost and expense in a good, careful, proper and workmanlike manner in accordance with all provisions of law, restrictions and requirements of records and any and all permits and authorizations required by any ordinance, law, or public regulations or by any authority at any time having jurisdiction over the Premises. Any alterations and/or repairs constituting permanent improvements to the Premises shall become the property of Parish at the expiration of the Term, unless otherwise agreed to in advance in writing by NTCC and Parish. Notwithstanding the foregoing, those certain trade fixtures, machinery and equipment installed by

NTCC solely for the purposes made the subject of this Agreement shall remain the property of NTCC, and shall be removed by NTCC at the expiration of this Agreement. Upon the provision of prior notice to NTCC, Parish shall have the right to enter the Premises during the Term of this Agreement for the purpose of making necessary repairs and alterations for the preservation of the Premises.

4.11 Inspection. NTCC acknowledges that it has examined the Premises and found them to be in acceptable condition.

4.12 Services and Equipment. At its own cost and expense, NTCC shall be responsible for the procuring and payment of all costs, services and equipment necessary to support and maintain its operations at the Premises, including, but not limited to, the provision and costs of complete janitorial services at the Premises, including restroom and custodial supplies. However, NTCC's costs and expenses shall exclude those costs and charges for which the Parish is responsible pursuant to Section(s) 5.2 and 5.3 of this Agreement.

4.13 Utilities. NTCC shall be responsible for the provision and costs of all utilities and services in connection with the Premises including, but not limited to, electricity, water, sewer and gas utility services, garbage pickup, lawn services and mowing, pest control, security and/or any special fees for the servicing of the Premises during the Term of this Agreement on and for the Premises. NTCC acknowledges and agrees that Parish shall neither pay nor provide internet service, including equipment and maintenance thereof, nor any other costs for which NTCC is responsible pursuant to Section 4.12 of this Agreement. Should such utilities and/or services be necessary, NTCC may procure same at its sole cost and expense, and NTCC shall pay directly to the provider of such service. Nonetheless, it is agreed and acknowledged that Parish shall provide one (1) complimentary, unlimited phone line in connection with NTCC's use of the Premises. Said phone shall be unlimited only to the contiguous forty eight United States and shall not include any international calling.

4.14 Auditing. The Parties acknowledge and agree that the legislative auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of NTCC that are related to this Agreement.

4.15.1 LSA R.S. 24:513(A)(1)(b)(iv) defines a quasi-public agency or body as “[a]ny not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds”

4.15.2 In accordance with LSA R.S. 24:513(H)(2)(a), NTCC “shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.”

4.15.3 NTCC acknowledges and agrees that its financial statements and records are audited in accordance with the requirements set forth in LSA R.S. 24:513(J)(1)(c), et seq., and other applicable federal, state, and local laws, rules, and regulations.

4.15 Independent Contractor. While in the performance of services or carrying out obligations herein, NTCC shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the NTCC arising from the performance of its services under this Agreement. The NTCC shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

4.16 Signs. Unless otherwise noted in this Agreement, NTCC shall not be permitted to place any signs on the Premises without Parish's prior written approval, which approval shall not be unreasonably withheld. Upon termination of this Agreement, NTCC shall remove any sign, advertisement or notice painted on or affixed to the Premises and restore the place it occupied to the condition in which it existed as of the date of the Agreement. Upon failure of NTCC to do so, Parish may do so at NTCC's expense.

5. OBLIGATIONS OF PARISH.

5.1 Grant of Use. For the consideration provided pursuant to and as set forth in this Agreement, Parish agrees to deliver possession of the Premises to NTCC and to further allow NTCC to occupy and utilize the Premises for the purpose of providing the services previously described in Section 4.1 of this Agreement, and/or such other services as subsequently agreed upon by the Parties hereto.

5.2 Maintenance. Parish shall, at its own expense, and within a reasonable period of time, make any and all repairs, improvements and/or replacements of whatsoever nature or character that may become necessary to the Premises during the term of this Agreement. Such repairs, improvements and/or replacements include, but are not limited to, repairs, improvements and/or replacements to the roof, foundation, floors, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Premises. However, Parish shall not be obligated to make any repairs, improvements and/or replacements unless it is notified in writing of the need to do so and have had a reasonable period of time to do so. Furthermore, Parish shall not be liable to make any repairs, improvements and/or replacements occasioned by the act of negligence or gross negligence of NTCC and/or its agents, employees or permitted invitees.

5.3 Inspections. Parish's Department of Facilities Management agrees to conduct monthly building inspections and take any necessary action as concerning the Premises as set forth in Section(s) 5.2 of this Agreement. Parish may enter Premises at reasonable times for such inspections, upon provision of prior notice to NTCC, and further provided that Parish will not unduly and adversely interfere with NTCC's use of the Premises.

5.4 Parish Use of Premises during Non-Business Hours. Notwithstanding any other provision of this Agreement, it is agreed and acknowledged that Parish, throughout the Term of this Agreement, shall have the right to access and utilize the Premises outside of NTCC normal business hours for the provision of necessary Parish-authorized services and events, or as otherwise agreed by the Parties hereto. Examples of such services and events may include, but are not limited to, classes for the St. Tammany Parish Computer Association, Louisiana DWI/DUI courses, election and voter services, and/or meetings of Parish homeowners' association(s).

6. TERMINATION AND BINDING NATURE.

6.1 Alteration. 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 Should any party seek to terminate this Agreement for any reason prior to the expiration of the Term, the party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.

6.4 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS.

7.1 Survival. 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.

7.2 Severability. 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.

7.3 Jurisdiction; Venue. 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.

7.4 Non-Waiver. 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.

7.5 Specific Performance. 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.

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

7.7 Compliance. Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, *et seq.*) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A(1)(b)(iv)), in carrying out the provisions of this Agreement.

7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. ASSIGNMENT AND SUBLETTING.

8.1 NTCC may assign this Agreement or sublet the Premises or any portion thereof only with the prior written consent of Parish, in Parish's sole and absolute discretion. Even in the event of permitted assignment or sub-letting, NTCC acknowledges that it shall remain fully responsible for compliance with all terms and conditions of this Agreement.

9. ENTIRE AGREEMENT.

9.1 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.

10. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE.

10.1 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.

11. NOTICES.

11.1 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, telecopier 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
65556 Centerpoint Boulevard
Lacombe, LA 70445

If to Parish:



President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

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.

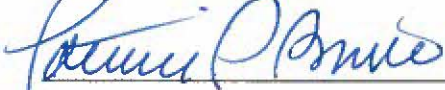
(Signature Page(s) to Follow.)

THUS DONE AND SIGNED on this 16th day of November,
2017 in the presence of the undersigned witnesses.

WITNESSES:




Print Name: Anne Perovich

Print Name: Leslie Long

ST. TAMMANY PARISH GOVERNMENT

By: 
Patricia P. Brister
Parish President

THUS DONE AND SIGNED on this 17th day of October,
2017 in the presence of the undersigned witnesses.

WITNESSES


Anthony Brown

Print Name: Michele Nardin
Michele Nardin
Print Name:

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