

**COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
THE LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM
ON BEHALF OF NORTSHORE 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 Helvaston, 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, NORTSHORE 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, 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
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 14, 2017 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH
GOVERNMENT

[Signature]
Print Name: GINA CAMPO

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

[Signature]
Print Name: Amy M. LaBorde

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

WITNESSES:

LCTCS FOUNDATION

[Signature]
Print Name: Katie Waldrop

By: [Signature]
Print Name: David Helveston
Title: Executive Director

[Signature]
Print Name: Carly Darte

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**

Michele Nardini
Print Name: Michele Nardini
Helen D. Mitchell
Print Name: Helen D. Mitchell

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

EXHIBIT "A"

PROPERTY

(See attached page.)

EXHIBIT "B"

(See attached 7 pages.)



THE POWER OF INTEGRITY.

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:	<u>\$34,530.00</u>

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





THE POWER OF INTEGRITY.

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,

Justin Whittington
Lincoln Builders of Baton Rouge, Inc.

Attachment

Cc: 1507NT.1.3C.COP-07



Construction Contract Change Order

SUMMARY

Item No. COP - 07r1
 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)
 Total General Contractor Cost 10 %
 (General Contract Direct Cost plus OH&P) (Max: 15%)

(Subcontractor Cost Breakdowns See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 15%)	C Total A+(A X B)
_____	<u>2</u>	_____	%	_____
<u>Champion Contractors</u>	<u>3</u>	<u>\$23,087.00</u>	%	<u>\$23,087.00</u>
_____	<u>4</u>	_____	%	_____
_____	<u>5</u>	_____	%	_____
_____	<u>6</u>	_____	%	_____
_____	<u>7</u>	_____	%	_____
_____	<u>8</u>	_____	%	_____
<u>Chenevert Architects</u>	<u>9</u>	<u>\$1,501.00</u>	%	<u>\$1,501.00</u>

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

2.0 % \$540.94
\$27,047.00

(Change Order Subtotal times Performance and Payment Bond rate)

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 3
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 :

		Hourly Wage Rate	Hours	
1	<u>Superintendent</u>	<u>57.50</u>	<u>24.00</u>	<u>\$1,380.00</u>
2	<u>Pipe Layer</u>	<u>46.00</u>	<u>24.00</u>	<u>\$1,104.00</u>
3	<u>Operator</u>	<u>27.60</u>	<u>24.00</u>	<u>\$662.00</u>
4	<u>Labor Hands</u>	<u>32.20</u>	<u>72.00</u>	<u>\$2,318.00</u>
5	<u></u>			
6	<u></u>			
7	<u></u>			
A. Labor			<u>35.14</u> %	<u>\$1,920.00</u>
				Total Cost

Check here if explained on the Comment Sheet

Add Labor Burden @

LABOR TOTAL

\$7,384.00

B. Material

	Units	Unit Price	Unit EA	Units	Total Cost
1 CB-01 Boxes	<input type="checkbox"/>				
2 30" RCPA	<input type="checkbox"/>				
3 36" RCPA	<input type="checkbox"/>	1,500.00			
4 Bedding & Backfill	<input type="checkbox"/>		LF	96	\$3,840.00
5 Rip Rap	<input type="checkbox"/>	40.00			
6 Misc. Materials	<input type="checkbox"/>		LF		
7	<input type="checkbox"/>	55.00			
		1.00	LS	4,500	\$4,500.00
		10.00	Ton		
		500.00	LS	1	\$500.00
		Add Tax @		9.75	

(Copies of invoices may be required.)
% \$862.00

MATERIAL TOTAL

\$9,702.00

C. Equipment Total Cost

1 Excavator	<input type="checkbox"/>
2 Loader	<input type="checkbox"/>
3 Misc Hand Tools	<input type="checkbox"/>
4 Supt. Truck & Misc. Equipment	<input type="checkbox"/>
5 Dozer	<input type="checkbox"/>
6	<input type="checkbox"/>
7	<input type="checkbox"/>
8	<input type="checkbox"/>

Unit Rate	Unit	Units
103.50	hr	4
86.25	hr	4
500.00	hr	1
17.25	hr	4
103.50	hr	

(Copies of invoices may be required.)

required.) Add Tax @
\$2,484.00
\$2,070.00
\$500.00
\$414.00

9.75 % \$533.00

EQUIPMENT TOTAL \$6,001.00

TOTAL DIRECT COST FOR THIS BREAKDOWN: 3 \$23,087.00
(Sum A, B & C)

Construction Contract Change Order

BREAKDOWN

Breakdown No. COP - 07r1 _____
 Item No. COP - 07r1 _____
 RFI No. (or COR, CPR6/8/2016) _____
 Date: 6/8/201

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

Contractor/Subcontractor Name: Chenevert Architects _____

Direct Cost of Work :

A. Labor Check here if explained on the Comment Sheet

6.5% of Direct Cost of Work	
\$	23,087.00

Hourly Wage Rate	Total Cost
0.065 23,087	\$1,501.0

Add Labor Burden @ _____ %

- 1
- 2
- 3
- 4
- 5
- 6

LABOR TOTAL \$1,501.00

B. Material

Unit Price	Unit	Units	Total Cost

Add Tax @ _____ %

(Copies of invoices may be required.)

MATERIAL TOTAL

- 1
- 2
- 3
- 4

5
6
7

C. Equipment

(Copies of invoices may be required.)

Unit Rate	Unit EA	Units	Total Cost

-
-
-
-

Add Tax @ _____ %

EQUIPMENT TOTAL

\$1,501.00

1
2
3
4
5
6
7

TOTAL DIRECT COST FOR THIS BREAKDOWN:
(Sum A, B & C)

9

\$1,501.00

2011

CO-3

EXHIBIT "C"

**ACT OF PERPETUAL
DRAINAGE SERVITUDE**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

FROM: LCTCS FOUNDATION

PARISH OF ST. TAMMANY

**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, NORTHSORE 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 therefore 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:

LCTCS FOUNDATION

Print Name: _____

By: [EXHIBIT COPY ONLY] _____

Print Name: _____

Title: _____

Print Name: _____

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:

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

Print Name: _____

By: [EXHIBIT COPY ONLY] _____

Joseph F. Marin, Senior Vice-President
for Finance and Administration
Louisiana Community and Technical
College System

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Notary ID: _____

My Commission Expires: _____