



# LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM

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**TO:** Dr. Monty Sullivan  
LCTCS President

**FROM:** Joseph F. Marin <sup>JFM</sup>  
Chief Operations Officer

**DATE:** February 2, 2022

**RE:** Cooperative Endeavor Agreement between Louisiana Delta Community College and City of Bastrop

APPROVED

2/9/21 *SP*  
LCTCS BOARD OF SUPERVISORS

## FOR BOARD ACTION

**Recommendation:** Staff recommends that the Board approve a Cooperative Endeavor Agreement (CEA) between Louisiana Delta Community College (LDCC) and City of Bastrop, effective upon signature of the parties and continuing for a term of three (3) years with LDCC having the option to extend the CEA for an additional two (2) year period.

**Background:** Louisiana Delta Community College and the City of Bastrop are working to address the workforce shortage facing the healthcare sector. Therefore, the City of Bastrop has offered LDCC the use of a building in which LDCC will create a simulated hospital setting to be used for training in various allied health programs. LDCC will only be required to make minor cosmetic changes to the building prior to its use. LDCC will provide insurance on the building, cover the costs of all utilities and provide security. The City of Bastrop will provide the building to LDCC at no charge and will provide for all structural, HVAC, plumbing and electrical repairs during the term of the CEA.

The timing of this CEA is beneficial to LDCC's efforts in the Bastrop community. With the recent disposal of the former campus, the inherent delays of the capital outlay process in order to construct a new campus and the space limitations currently being experienced in the LDCC Bastrop temporary campus, the significant addition of quality classroom space dedicated to allied health training will benefit LDCC, the City of Bastrop and the surrounding region.

**Fiscal Impact:** Expenses will be minimal and will be able to be recouped through normal student tuition and fee payments.

**History of Prior Actions:** N/A

**Benefits to the System:** The CEA will provide a facility for needed allied health training to Louisiana Delta Community College students in the Bastrop region.

**Approved for Recommendation to the Board**  
**Dr. Monty Sullivan, President**

February 9, 2022

**Date**

**COOPERATIVE ENDEAVOR AGREEMENT  
BY AND BETWEEN**

**LOUISIANA DELTA COMMUNITY COLLEGE  
AND  
THE CITY OF BASTROP, LOUISIANA**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “Agreement”) is made and entered into effective as of \_\_\_\_\_, 2022 (the “Effective Date”), pursuant to the 1974 Louisiana Constitution, Article VII Section 14(C), wherein entities are empowered to enter into Cooperative Endeavor Agreements, by and between:

**LOUISIANA DELTA COMMUNITY COLLEGE**, with a mailing address of 7500 Millhaven Road, Monroe, LA 71203; represented by and through Dr. Randy Esters, its Chancellor, duly authorized (“LDCC”); and

**THE CITY OF BASTROP**, a political subdivision of the State of Louisiana, with a mailing address of P.O. Box 431, Bastrop, Louisiana 71221; represented herein by its Mayor Betty Alford-Olive (the “City”)

(LDCC and the City are each a “Party” and are collectively referred to as the “Parties”).

**RECITALS**

A. The property, hereinafter sometimes referred to as “Property” or “Facility”, is located at 701 Collier Lane, Bastrop, Louisiana 71221.

B. LDCC intends to operate and make improvements to a facility for the educational instruction of non-exclusive trades of nursing and allied health training in Bastrop, Louisiana, in order to furnish high-quality post-secondary educational and training opportunities to qualified residents in Bastrop, Louisiana, and surrounding areas.

C. In exchange for the significant economic and educational benefits which will be derived by the citizens of the City, as a result of the operation of the training programs and improvements to the facility, the City has agreed to provide the property located at 701 Collier Lane, Bastrop, Louisiana for the use of LDCC for the performance of its obligations under this agreement.

E. LDCC and the City enter into this Agreement in order to secure the significant economic benefits which will arise from the operation and improvements of the facility, and to further secure the high-quality post-secondary educational and training opportunities which will be made available to the citizens of the City and surrounding area as a result of the operation of the facility.

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

**1. PUBLIC PURPOSE.** The Parties agree that the public purpose for this Agreement is to obtain significant cost savings by the City's providing of the property to be utilized for LDCC educational programs that will directly benefit the operation of the Louisiana Delta Community College Bastrop campus, benefit the citizens of the City of Bastrop and reduce the amount of infrastructure costs that would otherwise be borne by LDCC. These savings will enable LDCC to further invest in other classroom instruction, student services and in furtherance of all educational needs, including the medical, nursing, and allied health education and training missions of LDCC. The Parties have each determined that:

(a) the transactions contemplated pursuant to this Agreement are for a public purpose that comports with a governmental purpose that the LDCC and the City may pursue;

(b) the transactions, taken as a whole, are not gratuitous; and

(c) the LDCC and the City have a reasonable expectation of receiving at least equivalent value in exchange for the transactions contemplated by this act.

**2. OBLIGATIONS OF LDCC.** For and in consideration of the obligations of other Party set forth in this Agreement:

(a) LDCC will make minor improvements in the facility and, for an initial period of three (3) years from the date of this Agreement, operate the campus to furnish post-secondary allied health educational and training opportunities to qualified residents of the City and surrounding areas.

(b) LDCC shall be responsible for maintaining and paying for all necessary utilities, including water, sewerage, electricity, telephone, gas, garbage and trash collection and security for the premises.

(c) LDCC shall make, at its own expense, all routine and necessary repairs, excluding structural, plumbing, electrical and HVAC systems. Should LDCC fail to make such necessary repairs, and only after reasonable notice to make such repairs is provided by the City, the City may cause such repairs to be made and receive reimbursement from LDCC.

(d) LDCC shall allow City reasonable access to the facility as may be requested after sufficient notice is provided.

(e) LDCC shall insure the premises for the replacement value and name the City as a loss payee. LDCC shall further hold harmless, indemnify and defend the City for any claims, actions or causes of action which may arise from LDCC's use of the property during the term of this Agreement.

(f) LDCC shall not assign, lease or abandon the property during the term of this Agreement.

**3. OBLIGATIONS OF THE CITY.** For and in consideration of the obligations of the other Party set forth in this Agreement:

(a) City will provide the property, along with all necessary keys and passwords for entry and alarm systems, to LDCC for its use as described hereinabove for a period of 3 years commencing with the date of this Agreement.

- (b) City shall be responsible for all necessary repairs to the structure, plumbing, electrical and HVAC systems after receiving reasonable notice from LDCC.

#### **4. DUE DILIGENCE/CONFIDENTIALITY/CONDUCT**

(a) Each party hereto agrees to fully cooperate with the other party to complete its due diligence with respect to this Agreement. Each party further agrees to assist the other party as far as is practicable and feasible to assist the other party in their endeavors for the mutual benefit of both Parties and the citizens whom they serve.

(b) Any information obtained by any one of the parties shall be considered as public, insofar as funding is anticipated from public resources and that the parties to this transaction are public governmental entities.

(c) The parties agree that during this period, each will operate in good faith and that any adverse material change in circumstance will be noticed to one another without delay.

(d) Each party shall be responsible for its respective attorney fees and certified public accountant/tax preparer fees, if any.

**5. INDEMNIFICATION.** In the event that this Agreement is terminated by either party, for any reason, then each party hereto agrees to forever waive any claims, liens, encumbrances or demands for reimbursement from the other parties for any costs, expenses, fees, reimbursements, losses, construction costs or damages whatsoever incurred by or related to this Agreement.

**6. TERM.** The term of this Agreement shall begin on the Effective Date and continue for a period of three (3) years. LDCC shall have an option for one (1) additional term of two (2) years. To be effective, LDCC must notify the City, in writing, of its desire to exercise the option at least three (3) months prior to the expiration of the original term. All terms and conditions of the original Agreement shall apply to the optional term unless amended in writing by LDCC and the City.

**7. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS.** Any alteration variation, modification, or waiver of the provisions of this Agreement shall be valid only when reduced to a writing approved and executed by both Parties.

(a) 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.

(b) In the event that any one or more provisions of this Agreement is for any reason held to be illegal, unenforceable or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original terms of this Agreement.

(c) If any Party shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of strikes, walkouts, 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 acting 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.

(d) If any term or clause herein is deemed illegal, 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.

(e) 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 Fourth Judicial District Court for the Parish of Morehouse. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

(f) 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.

(g) Subject to specific obligations set out below, each party will pay its own respective expenses related to this proposed Agreement, regardless whether this transaction is consummated. These fees and costs include, but are not limited to, services by any third parties (such as, for example, engineers, surveyors, consultants), legal and financial advice, and any other professional or expert of any nature.

(h) This Agreement may be amended only by mutual written consent of all the Parties.

(i) Each representative herein warrants that he or she has the requisite authority and permission to enter, sign and bind his or her office.

(j) 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.

**8. ASSIGNMENT.** No Party may assign any interest, right or privilege arising from this Agreement or any portion thereof without the prior written consent of the other Party.

**9. ENTIRE AGREEMENT.** 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.** 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 Party, and neither the officers of a Party nor any official executing this Agreement on its behalf 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. COUNTERPARTS.** This document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signatures of all persons required appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument.

Additionally, a signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. A signature page which has been executed and transmitted by electronic mail or facsimile shall be considered an original.

**12. NOTICE.** 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, certified return receipt requested, or delivered by a commercial carrier such as Federal Express, by telecopier or by electronic transmission. All communication 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 a written notice to the other Party compliant with this section.

If to LDCC: Louisiana Delta Community College  
7500 Millhaven Road  
Monroe, LA 71203  
Attn: Dr. Randy Esters, Chancellor  
E-mail: randyesters@ladelta.edu

with a copy to: Louisiana Community & Technical College System  
265 S. Foster Drive  
Baton Rouge, LA 70806  
Attn: Chris Broadwater  
E-mail: cbroadwater@lctcs.edu

If to The City of Bastrop  
P.O. Box 431  
Bastrop, Louisiana 71221  
Attn: Mayor Betty Alford-Olive  
E-mail: bolive@cityofbastrop.com

with a copy to: J. Rodney Pierre  
Pierre & Pierre LLC  
702 Jackson Street  
Monroe, Louisiana 71201  
E-mail: pierreandpierrelaw@gmail.com

**[SIGNATURE PAGES FOLLOW]**

**SIGNATURE PAGE**

This signature page is attached to and is a part of a Cooperative Endeavor Agreement (the “CEA”) by and between Louisiana Delta Community College and the City of Bastrop being executed in multiple counterparts. This page may be combined with all other signature pages attached to one counterpart as a whole all pursuant to the provisions of said CEA.

**LOUISIANA DELTA COMMUNITY COLLEGE**

BY: \_\_\_\_\_  
Dr. Randy Esters, Chancellor

DATE: \_\_\_\_\_

DRAFT

**SIGNATURE PAGE**

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**CITY OF BASTROP, LOUISIANA**

BY: \_\_\_\_\_  
Betty Alford-Olive, Mayor

DATE: \_\_\_\_\_

DRAFT

Signature: Joseph F. Marin  
Joseph Marin (Feb 4, 2022 08:46 CST)

Email: jmarin@lctcs.edu

# H.3.LDCC and City of Bastrop CEA Memo

Final Audit Report

2022-02-04

Created:	2022-02-04
By:	Sara Kleinpeter (sarakleinpeter1@lctcs.edu)
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## "H.3.LDCC and City of Bastrop CEA Memo" History

-  Document created by Sara Kleinpeter (sarakleinpeter1@lctcs.edu)  
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-  Document emailed to Joseph Marin (jmarin@lctcs.edu) for signature  
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-  Document emailed to Katie Waldrop (katiewaldrop@lctcs.edu) for signature  
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