

**SECOND AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT  
(Pollution Source Tracking & Water Quality Restoration – Abita River Watershed)**

This Second Amendment to Cooperative Endeavor Agreement (the “Amended Agreement”) 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 LAKE PONTCHARTRAIN BASIN FOUNDATION** (hereinafter referred to as “Foundation”), a Louisiana non-profit corporation whose mailing address is Post Office Box 6965, Metairie, Louisiana 70009, represented by and through Kristi Trail, its Executive Director, duly authorized.

**WHEREAS**, effective as of September 21, 2016, Parish and Foundation entered into that Cooperative Endeavor Agreement as amended by the Amendment to Cooperative Endeavor Agreement dated February 4, 2019 (collectively, the “Original CEA”) wherein Foundation agreed to provide individual sewer system inspections and water quality testing in the Abita River watershed, plus other obligations as more fully described in the Original CEA; and

**WHEREAS**, the parties have identified a need to amend the Original CEA to modify the Exhibit “A” attached to the Original CEA.

**AND NOW THEREFORE** the parties desire to enter into this Amended Agreement to state each party’s obligations more fully herein and to amend, restate and/or add the following provisions. This Amended Agreement is not intended to release any party from the obligations stated in the Original CEA but is intended only to amend, restate and/or add certain provisions to the Original CEA.

1. The foregoing recitals are hereby incorporated into the body of this Amended Agreement as if fully rewritten and restated herein.
2. Exhibit “A” of the Original CEA is hereby amended and restated to be the Exhibit “A” attached hereto.
3. This Amended Agreement supersedes the Original CEA only where there exists any conflict. This Amended Agreement controls any conflicts of any terms or conditions. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.
4. 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 Amended Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

**THUS DONE AND SIGNED** effective as of 11-26-, 2019 in the presence of the undersigned witnesses.

**WITNESSES:**

Amy Melebrade  
Lauren Ojeda

**ST. TAMMANY PARISH GOVERNMENT**

**BY:** Patricia P. Brister  
Patricia P. Brister  
Parish President

**THUS DONE AND SIGNED** effective as of \_\_\_\_\_, 2019 in the presence of the undersigned witnesses.

**WITNESSES:**

Gary Vidale  
BK Shaggs Jr

**THE LAKE PONTCHARTRAIN BASIN FOUNDATION**

**BY:** Kristi Trail  
Kristi Trail  
Executive Director

**Estimated Costs for Pollution Source Tracking for WQ Restoration in the Abita River Watershed**

Service	1 Year	3 Years
<b>Task 1. Contracting</b>		
<b>This will be done by the parish at no cost to the project.</b>		
<b>Task 2. Quality Assurance Project Plan (QAPP), Database Upkeep, Data Analysis and Meetings:</b>	<b>\$13,820.00</b>	<b>\$41,460.00</b>
Development and annual update of QAPP (\$60/hr, 75 hrs over life of project)	\$1,500.00	
Upkeep of Databases/ Coordination with Lab (one 8-hour day bi-weekly or 26 days (or 208 hrs)/yr @ \$40/hr)	\$8,320.00	
Data Analysis and Meetings (66.6 hrs/yr @ \$60/hr)	\$4,000.00	
<b>Task 3. Meetings with Homeowners &amp; HOAs</b>	<b>\$ 1,500.00</b>	<b>\$4,500.00</b>
Meetings with Subdivision residents, HOA, Administration, Councilman & STP Project Manager Tammany Hills SD/ Abita River Watershed - estimate 3 HOA+ resident/1councilman/1Admin meetings @ 2 hours each @ \$150/hour with PPP and FAQ sheets)	\$ 1,500.00	
<b>Tasks 4. Baseline Data Collection &amp; Sample Analyses (YRI ONLY)</b>	<b>\$ 4,177.50</b>	<b>\$ 4,177.50</b>
<b>Laboratory Analyses (LELAP Lab):</b>		
BAC series (Fecal Coliform+ Echerica Coli)+ BOD5 + TOC + TSS+ Nutrient series (NH4, NO2-NO3, TKN, TN, TP)		
Lab Analysis (BASELINE: BEFORE work begins) = \$200/sample * 5 sites/event * 3 events	\$ 3,000.00	
<b>In-situ Meter Monitoring:</b>		
DO, pH, water temperature, conductivity, salinity, turbidity	\$ 600.00	
Water Monitor Time= \$40/hr x 5 hrs/event x 3 events		
Mileage (\$0.555/ mile, 350 miles per event x 3 sample events)	\$ 577.50	
<b>Task 5. Homeowner Inspections, Education &amp; Outreach</b>	<b>\$ 53,160.00</b>	<b>\$156,480.00</b>
<b>Contractor-Pollution Source Tracking Specialist</b>		
(16 hrs/wk * \$35/hr * 48 weeks/yr)	\$ 26,880.00	
Mileage (2 days/week * 48 weeks/year * 75 miles/day * \$0.55/mile = \$3,960/year)	\$ 3,960.00	
<b>Contractor - Home System Inspector</b>		
(16 hrs/wk * \$20/hr * 48 weeks/yr):	\$ 15,360.00	
Mileage (2 days/week * 48 weeks/year * 75 miles/day * \$0.55/mile = \$3,960/year)	\$ 3,960.00	
<b>Contractor GPS Tracking &amp; GIS Mapping</b>		
(\$40/hr * 37.5 hrs/yr)	\$ 1,500.00	
Track how many and where homes have been assisted and tally the gallons of effluent cleaned.		
<i>Subtotal</i>	<i>\$ 51,660.00</i>	
<b>Contractor Brochure (This is a one-time expense that will be paid for in the first year)</b>		
Will be handed to Homeowners at inspection	\$ 1,500.00	
<b>Task 6. Data Collection &amp; Sample Analyses</b>	<b>\$ 16,289.00</b>	<b>\$48,867.00</b>
<b>Laboratory Analyses (LELAP Lab):</b>		
BAC series (Fecal Coliform+ Echerica Coli)+BOD5 + TOC + TSS+ Nutrient series (NH4, NO2-NO3, TKN, TN, TP)		
Lab Analysis (AFTER Work commences) = \$200/sample * 5 sites/month * 10 months	\$ 10,000.00	
<b>In-situ Meter Monitoring:</b>		
DO, pH, water temperature, conductivity, salinity, turbidity		
Water Monitor Time= \$40/hr x 5 hrs/month x 10 months/yr	\$ 2,000.00	
Mileage (\$0.555/ mile, 350 miles per event x 10 events/yr)	\$ 1,925.00	
	<b>\$ 3,925.00</b>	
<b>Sampling Supplies</b>		
	<b>\$ 2,364.00</b>	
<b>Task 7. Interim Results &amp; Report</b>	<b>\$ 1,800.00</b>	<b>\$5,400.00</b>
Report Preparation (25 hours @ \$60/hour) + presentation to STP (5 hours @ \$60/hr)/ yr= \$1,800	\$ 1,800.00	
<b>Task 8. Final Results, Report &amp; Dissemination of Information</b>	<b>\$ 3,600.00</b>	<b>\$10,800.00</b>
Report Preparation (40 hours @ \$60/hour) + presentation to STP & Funding Agents (each: 20 hours @ \$60/hr) = \$3,600	\$ 3,600.00	
<b>Subtotal of Contractor Expenses</b>	<b>\$ 94,346.50</b>	<b>\$271,684.50</b>
Contractor Administration & Overhead of Field, Sampling Program & Database Management (10%)	\$ 9,438.50	\$ 28,315.50
<b>Contractor Expense</b>	<b>\$ 103,785.00</b>	<b>\$300,000.00</b>

St Tammany Parish government does not have a negotiated indirect cost rate. For that reason, we have opted to use the de minimis 10% rate of modified total direct costs

