

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
THE LAKE PONTCHARTRAIN BASIN FOUNDATION

(Camp Salmen "Be Wet" Education Program)

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, 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, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by law (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, Parish is the owner of Camp Salmen Nature Park ("Camp Salmen"); and

WHEREAS, Parish as received grant funding to educate middle school students regarding watershed quality testing and investigation experiences; and

WHEREAS, Foundation has the expertise and ability to educate middle school students regarding watershed quality testing and investigation; and

WHEREAS, Parish desires that Foundation undertake the education of the middle school students at Camp Salmen regarding watershed quality testing and investigation, to provide education about the watershed quality and improve students' knowledge of and interest in the environmental sciences.

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 to this Agreement acknowledge and agree that the public purpose for this Agreement is to provide meaningful watershed educational experiences that will help St. Tammany Parish middle-school students develop critical thinking and problem-solving skills via hands-on activities, such as nature observation, water testing, data recording, and specimen collection. Parish has determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (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.

2. OBLIGATIONS OF THE FOUNDATION

2.1 The activities performed by Foundation pursuant to this Agreement are as follows:

2.1.1.1 Education Workshop Sessions. Conduct ten (10) workshop sessions with approximately ninety (90) students per session involving lectures, visual presentations, outdoor exploration and practical, hands-on exercises, divided into the following sections:

2.1.1.1.1 Indoor History Lecture. The history section will help students understand local and regional historical events within the context of national and global eras. This section will also help students to connect historical ecology with current environmental issues. Principal Investigators will provide the following instruction: the natural history of the bayou; Native American, French and Spanish colonial occupation; the Creole community of Bonfouca; the significance of lake trade and the Camp Salmen Trading Post; and St. Tammany Parish in the context of the Nineteenth Century America and the Boy Scout era. History lectures will also include maps of local rivers and wetlands and tabletop artifact displays, such as animal feathers (to be purchased) and skins/furs (already present at Camp Salmen). Additional information provided in this section includes animal tracking and the difference between native and invasive Louisiana species. Laminated posters of plant and animal species, as well as animal track models and scat models will be present. These visual aids will enhance the experience and help students retain information. Students will be instructed to listen carefully, take notes during lecture, and ask relevant questions.

2.1.1.1.2 Indoor Watershed Lecture. Students will learn what a watershed is and how it impacts daily life, as well as relevant environmental concerns, mostly pertaining to the local wetlands. During this section, Principal Investigators, Camp Salmen staff, and NOAA personnel will provide information on these specific topics: the coast and greater Lake Pontchartrain basin; the Bayou Liberty River and Bonfouca sub-basin; wetlands and aquatic wildlife; the scientific method; and the water cycle. Instructors will also pose environmental questions and concerns to students and present recent research papers discussing ecological issues. This information will help students understand the cycle of environmental impact on daily life and human impact on the environment. Instructors will also provide introductory information on

what to expect when they take the outdoor tour. Students will be instructed to listen carefully, take notes during lecture, and ask relevant questions.

- 2.1.1.1.3** Camp Salmen Nature Walkabout. On the nature walks, students will be given a tour of the Camp Salmen Lodge, nature trails, and boardwalks, so they can observe natural history. During this section, principal investigators, Camp Salmen staff, and NOAA personnel will guide and assist students. This section of the program will allow students to experience the watershed directly, as well as establish a deeper connection between environmental history and current ecology. While on the nature walks, students will learn environmental safety and how to identify various native versus invasive plant and animal species. Instructors will pose follow-up questions to students from previous lectures, thus helping participants to more deeply retain information.
- 2.1.1.1.4** Sample and Data Collection. Students will conduct a preliminary scientific investigation, under the supervision of Camp Salmen staff and their respective teachers. Principal investigators will demonstrate the proper use of scientific equipment and inform students of target species and information to collect. After receiving this introduction, students will be divided into groups containing five-six members each. Each group will receive a series of environmental and lab practical questions, which the students must work together to answer, using provided information and equipment. One student per group will be designated team recorder, responsible for writing down all observations and data collected. The remaining students will rotate duties of collecting wildlife samples and performing water tests, thus allowing students to gain teamwork and practical application skills using scientific equipment. Each classroom teacher and Camp Salmen staff will be present to assist students with field work. Throughout the experiments, team recorders will write down type and number of animal (vertebrate and invertebrate) species and plants sighted by the group as they spot them. If students cannot identify the species, they must draw/describe what they see. Students will also be encouraged to collect plant, fur, and feather samples and place them in plastic bags provided. Principal Investigators will conduct an aquatic invertebrate collection and plankton sampling, from which student groups will then gather invertebrate, plankton, and water samplings. Groups will use a plankton sampling kit and available field microscopes to observe and identify plankton, as well as estimate their count. Students will also identify and count invertebrate samplings. Using a shallow water outfit, groups will also conduct small tests on their water samples (measuring

pH, temperature, turbidity, carbon dioxide content, and oxygen content) and record their results.

2.1.1.1.5 Group Discussion and Wrap-Up. This section shall be a group discussion and review back in the indoor classroom. Before students discuss their findings, they will first perform a few simple calculations. Using posters and identification charts available, students will calculate the percentage of native plant species, percentage of invasive plant species, percentage of native animal species, and percentage of invasive plant species. Groups will use poster board, glue, and markers to display and label plant findings. Then, students will engage in group discussions, of 30 students or less, to discuss their field observations and collected data. These discussions will encourage students to think about their data analytically, reinforcing information learned in previous sections. Discussions primarily will be student-led. Adults will assist to keep discussions on topic and help students to understand the significance of their findings. After a group discussion of about fifteen minutes, the workshop will then conclude with a summary and analysis of the day's activities, allowing students to present their findings to the group as a whole. Instructors will ask students what they learned and what they could have done differently to possibly obtain different results. Personnel will also answer any remaining questions generated from the previous sections. At every workshop, students will take a class average of their turbidity and temperature measurements in order to generate as precise data as possible. Students will then be given three take-home documents to be completed within two weeks of the workshop date they attend. One document will be a follow-up assessment, containing similar/the same questions as the pre-program assessment, pertaining to environmental awareness and critical thinking skills. The other two documents will be a parent permission form and a document containing information about a feedback survey to be completed online (SurveyMonkey.com). Students must present signed parent form to their teachers before completing the online survey. The survey will present questions about what students did and did not enjoy while participating in the Camp Salmen Education Program, as well as pose the question of whether students would be interested in taking part in similar, future Camp Salmen programs or stewardship activities.

2.1.1.2 Equipment and Supplies. Foundation shall purchase the equipment and supplies as identified in Exhibit "A" attached hereto for use by the educators and student participants of the workshop sessions, the expenses of which shall be subject to reimbursement by Parish according to Exhibit "A" attached

hereto. At expiration or earlier termination of the Term (as defined below), all equipment and remaining supplies shall be returned to Parish.

2.1.1.3 Curriculum. All lecture material and experiments conducted shall concur with the St. Tammany Parish School Board middle school science curricula. Foundation shall work with teachers from targeted schools in order to determine (a) what environmental material should be presented to provide long-lasting impact and (b) the most favorable time of year sessions should be conducted, so that the project coincides with classroom material.

2.1.1.4 Transportation. Foundation shall organize and provide for round-trip transportation of the students from their respective schools to Camp Salmen, subject to reimbursement by Parish according to Exhibit "A" attached hereto.

2.1.1.5 Educators. Foundation shall organize and provide for qualified educators for the workshop sessions provided by this agreement, subject to reimbursement by Parish according to Exhibit "A" attached hereto.

2.2 Insurance. Throughout the Term (as defined below), as well as for any subsequent extensions, Foundation agrees and obligates itself to maintain insurance coverage in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its subcontractors, as well as Parish, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts in connection with the obligations of the Foundation made subject of this Agreement.

2.2.1 The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Commercial General Liability, Commercial Auto Liability, and Workers' Compensation/Employers Liability. Parish reserves the right to review and approve all insurance coverages.

2.2.2 Foundation shall have Parish named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of Parish. The insurances affected by this Agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. Foundation shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

2.3 Compliance. Foundation shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

2.4 Reimbursement. Foundation shall provide documentation for all requests for Parish's funds due pursuant to this agreement, in the form required by Parish's Department of Finance. All requests must be submitted timely, supported by adequate documentation (i.e.: invoices, and/or other supporting documents required to support the funding request and/or an acknowledgement that the work has been completed and approved) and approved by Parish before payment will be made.

3. **OBLIGATIONS OF ST. TAMMANY PARISH**

3.1 Reimbursement. Parish shall fund this Agreement in the maximum amount of twenty five thousand one hundred eighty four and no/100 dollars (\$25,184.00), payable over the Term and for such items and limitations as delineated on Exhibit "A" attached hereto. Foundation's work, supplies, materials and costs available for reimbursement are shown on Exhibit "A" attached hereto. Any unused funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to Foundation.

3.2 Camp Salmen. Parish shall coordinate with Foundation to make Camp Salmen available for the education sessions on such dates and times as mutually agreeable to both Parish and Foundation.

4. **TERMINATION AND BINDING NATURE**

4.1 The term of this Agreement shall begin upon full execution of this Agreement by all parties hereto and end on July 31, 2017 (the "Term"). No Term renewal or extension shall be provided without the express written consent of the parties, in each party's sole discretion.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

5. **CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS**

5.1 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.

5.2 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.

5.3 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 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.

5.4 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.

5.5 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.

5.6 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.

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

5.8 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.

5.9 Foundation agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of Foundation's obligations under this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

6. **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 of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

7. **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 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.

8. **NOTICES**

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 the Foundation:

Lake Pontchartrain Basin Foundation
Attn: Kristi Trail, Executive Director
P.O. Box 6965

Metairie, Louisiana 70009

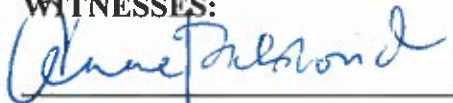
If to Parish:


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 St. Tammany Parish, 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 December 21, 2016 in the presence of the undersigned witnesses.

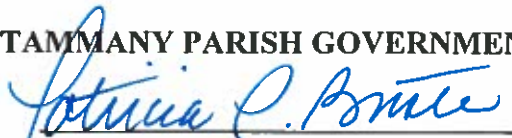
WITNESSES:





ST. TAMMANY PARISH GOVERNMENT


BY:




Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of 12.15.2016, 2016 in the presence of the undersigned witnesses.

WITNESSES:





**THE LAKE PONTCHARTRAIN BASIN
FOUNDATION**

BY:



Kristi Trail
Executive Director

EXHIBIT "A"
BUDGET:

<i>Supplies</i>	<i>Cost per Item</i>	<i>Number of Items</i>	<i>Total Cost</i>
Magniscope 8X Monocular 3X Standing Loupe	\$47.97	5	\$239.85
Magniscope Microscope 1000	\$178.75	1	\$178.75
Invertebrate Lab Starter Kit	\$114.95	2	\$229.90
Macro Invertebrate Sampling Tray	\$14.50	5	\$72.50
Spatula (with spoon)	\$1.65	10	\$16.50
Dissection Teasing Needle (pack of 12)	\$8.49	4	\$33.96
Gridded Bug Box, Clear Plastic, 9 cm x 9 cm	\$3.60	15	\$54.00
Transparent Turbidity Tubes 120 cm	\$58.75	1	\$58.75
Fieldmaster Plankton Sampling Kit	\$299.95	1	\$299.95
Fieldmaster Plankton Lab Kit	\$197.50	1	\$197.50
Disposable Pipettes (pack of 100)	\$14.95	5	\$74.75
D-net Macro Invertebrate Dipping Nets	\$24.65	3	\$73.95
Insect Nets	\$19.75	4	\$79.00
Fieldmaster D-Frame Dip Replacement Net	\$13.75	5	\$68.75
Petco Glass Footed Betta Bowl	\$19.99	2	\$39.98
Shallow Water Outfit	\$399.00	1	\$399.00
Reagent Refill (for shallow water outfit)	\$117.00	1	\$117.00
Nature Watch animal Footprint Casts (12 Tracks)	\$9.95	12	\$119.40
Bobcat Scat Model	\$11.95	1	\$11.95
Coyote Scat Model	\$11.95	1	\$11.95
Opossum Scat Model	\$9.95	1	\$9.95
Rabbit Scat Model	\$10.95	1	\$10.95
Raccoon Scat Model	\$10.95	1	\$10.95
Squirrel Scat Model	\$8.95	1	\$8.95
Replica Skull- White-tail Doe	\$129.75	1	\$129.75
Replica Skull- Bobcat	\$82.50	1	\$82.50
Replica Skull- Great Horned Owl	\$130.25	1	\$130.25
Leaf Identification Kit	\$39.95	1	\$39.95
Bird Egg Signature Display	\$24.95	1	\$24.95
Bird Feather Signature Display	\$24.95	1	\$24.95
Latex gloves (small, medium, large) 100 pack	\$8.95	12	\$107.40
Latex-free gloves (small, medium, large) 100 pack	\$8.95	12	\$107.40
Thermometer (-40 to +160 degrees F)	\$7.95	15	\$119.25
Fieldmaster Student Plankton Net (Fine, 55 80 um)	\$94.25	1	\$94.25
Plastic Vials, polystyrene, set of 12 (5 dram/18.5mL)	\$4.95	2	\$9.90
Sharp 8-digital display hand-held calculator	\$5.71	15	\$85.65

Mini Composition Notebooks (80 sheets; pack of 4)	\$3.50	20	\$70.00
Pens, BIC Velocity Retractable Ballpoint (pack of 12)	\$12.49	5	\$62.45
Coroplast sheets 48" x 96"	\$28.95	2	\$57.90
Ziploc Sandwich Bags (100 count with sealer)	\$3.00	5	\$15.00
Informational Handouts (7 pages/1,080 students)	\$0.07	7560	\$529.20
Pre- and post-session concept map (4 pages/student)	\$0.07	3630	\$254.10
Poster Boards (pack of 10)	\$6.99	10	\$69.90
Lamination of Posters: Wildlife of Louisiana	\$9.95	10	\$99.50
Fungi Life Cycle	\$25.00	1	\$25.00
Arthropod Educational Poster	\$13.50	1	\$13.50
Carolina Insect Collection Plastomount Mounted	\$139.95	1	\$139.95
Plastic Totes (Husky 20g 4pc)	\$79.89	3	\$239.67
Terra Cotta Pots(for Toad Abodes)	\$1.25	60	\$75.00
Wagner's Wild Bird Food (40 lb.)	\$19.98	1	\$19.98
Classroom Craft Paint Brushes (case)	\$14.59	1	\$14.59
X-acto Knives	\$3.39	10	\$33.90
Sharpie Laundry Markers, Black (pack of 12)	\$7.29	5	\$36.45
Felt Tipped Markers 12pk assorted	\$9.59	5	\$47.95
Tempra Paint 16oz	\$4.89	6	\$29.34
Elmer's Rubber Cement 32 oz	\$8.99	3	\$26.97
Fiskars 8" Scissors (pack of 2)	\$9.99	25	\$249.75
Duct Tape (black 2" x 165')	\$6.98	3	\$20.94
Stamp Booklet (10 stamps)	\$5.00	10	\$50.00
First Aid Kit (Physicians Care Soft-Sided)	\$39.99	1	\$39.99
Manilla Envelopes (9" x 12" pack of 24)	\$6.99	3	\$20.97
Total Cost for Supplies			\$5,616.00
Personnel	Cost per Session	Total Sessions	Total Cost
Teaching Assistants (5 teachers x 10 sessions)	\$100.00	50	\$5,000.00
Summer Camp Teachers (5 teachers x 3 days/wk x 6 wks)	\$100.00	90	\$9,000.00
Total Cost for Personnel			\$14,000.00
Other Costs	Cost per Item	Number of Items	Total Cost
School bus transport (3 buses; \$150 round trip)	\$150.00	30	\$4,500.00
Nestle 16.9 oz Bottled Waters (pack of 24)	\$11.66	36	\$419.76
Snacks (fruit, crackers, cookies, chips, etc.	\$200.00	1	\$200.00
Refrigerator	\$448.00	1	\$448.00
Total Cost for Other Costs			\$5,568.00
Total Contractual Cost			\$25,184.00