

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
SOUTHEASTERN LOUISIANA UNIVERSITY

(Water Quality Surveys)

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

SOUTHEASTERN LOUISIANA UNIVERSITY, a public institution of the University of Louisiana System whose mailing address is Office of Sponsored Research and Programs, SLU 10508, Hammond, Louisiana 70402, (hereinafter referred to as “Southeastern”).

WHEREAS, non-point source (“NPS”) pollution has been identified as major contributors to water quality impairments in certain total maximum daily load requirements (“TMDL”) promulgated for St. Tammany Parish waterbodies; and

WHEREAS, part of the Parish’s Water Quality Action Plan (“WQ Plan”) to address impairments from NPS is to implement best management practices (“BMPs”) by retrofitting existing retention ponds into water quality ponds; and

WHEREAS, one activity that will support the WQ Plan is a water quality sampling program, involving water quality sampling at designated locations; and

WHEREAS, Southeastern, through its Department of Biological Sciences, Microbiology Testing Laboratory, led by Project Director Gary Childer, PhD, has the expertise and ability to collect and test samples for water quality surveys for Parish; and

WHEREAS, Parish desires to enter into this Agreement for Southeastern to sample, test and obtain laboratory test results for collection of water quality data.

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 perform water quality surveys of the Lake Pontchartrain Basin watershed, to demonstrate TMDL compliance. Further, the data obtained by the

sampling contemplated by this Agreement will benefit the health, safety and welfare of the citizens of St. Tammany Parish by way of monitoring and improving water quality throughout St. Tammany Parish's watersheds.

2. OBLIGATIONS OF Southeastern

2.1 Tasks. Southeastern shall perform the following:

2.1.1 Sampling of retention ponds.

2.1.1.1 Southeastern shall perform sampling of forty (40) storm water retention ponds (collectively, the "Systems" or individually, a "System") identified as shown on Attachment "1" annexed hereto, which ponds can be revised by mutual, written agreement of Parish and Southeastern. Southeastern will sample one (1) point in each System, namely the effluent point of each pond. Samples for the water quality parameters as identified on Attachment "2" annexed hereto shall be collected for laboratory analysis and analyzed using Southeastern's laboratory certified by the Louisiana Department of Environmental Quality's Louisiana Environmental Laboratory Accreditation Program ("LELAP"). Southeastern shall utilize EPA-approved methodologies to transport the samples to its LELAP lab.

2.1.1.2 When collecting the samples, Southeastern shall also test the vertical profile for a minimum of three (3) depths in the bottom, middle and upper water column for water quality parameters of water temperature, dissolved oxygen, specific conductance, turbidity, and pH. These water quality parameters shall be analyzed *in situ* using EPA-approved field meters and methodologies, and shall be reported to Parish on the form attached hereto as Attachment "3" or other substantially similar form as agreed to by Parish and Southeastern.

2.1.1.3 The sampling shall be conducted three times during summer critical conditions on each System. The TMDL defines "summer critical conditions" as low-flow, high temperature months.

2.1.1.4 While no specific weather conditions will be targeted for this monitoring, the monitoring shall not take place during adverse weather conditions.

2.1.1.5 Sampling shall occur on days when less than one-half inch (1/2") of rainfall has occurred for at least seventy-two (72) hours prior.

2.1.2 Documentation and Records. Southeastern shall collect and maintain the following records:

2.1.2.1 All data relating to sampling, analysis and quality control;

- 2.1.2.2 Documentation of equipment upkeep and calibrations for preventative maintenance;
- 2.1.2.3 Documentation of errors and corrective actions; and
- 2.1.2.4 Performance evaluations.

Southeastern shall provide the foregoing documentation to Parish monthly to assess progress of sampling project and to address any technical difficulties. Additional sampling statistics shall be submitted to Parish for review and approval as reasonably requested.

2.2 Southeastern warrants and represents that Southeastern has adequate liability insurance, such protection being applicable to Southeastern's officers, employees, and agents while acting within the scope of their employment; and that Southeastern has no liability insurance policy as such that can extend protection to any other person.

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

2.4 Reimbursement. Southeastern 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 monthly, 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 two thousand seven hundred ninety-one and 68/100 dollars (\$22,791.68), payable over the Term. Southeastern's work, supplies, materials and costs available for reimbursement are shown on Attachment "4" 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 Southeastern.

4. TERMINATION AND BINDING NATURE

4.1 The term of this Agreement shall begin on the date of full execution by all parties hereto and end on December 31, 2018 (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 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 has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction that ambiguous language shall be construed against the party drafting the document shall not apply.
- 5.9 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.
- 5.10 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.
- 5.11 To the extent allowed by law, the parties shall indemnify and save harmless each other against any and all claims, losses, liabilities, demands, suits, causes of action damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the party, its agents, servants or employees while engaged in, about or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney fees and costs of litigation, including but not limited to attorney fees. Any project grant funds improperly spent by the sub-recipient and not allowed by Parish or by the grant fund's grant agency, the U.S. Dept. of Treasury, will be reimbursed to the Parish.

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 Southeastern:

Southeastern Louisiana University
Attn: Cheryl E. Hall, JD
Director, Office of Sponsored Research and Programs
SLU 10508
Hammond, LA 70402

If to Parish:

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

(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 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 October 4, 2018 in the presence of the undersigned witnesses.

WITNESSES:

Melody M. Rabalais
Melody M. Rabalais
Anne Palovich
Anne Palovich

ST. TAMMANY PARISH GOVERNMENT

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

THUS DONE AND SIGNED effective as of _____, 2018 in the presence of the undersigned witnesses.

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY

BY: _____
Cheryl E. Hall, JD
Director, Office of Sponsored Research and
Programs

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 _____, 2018 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 26 September, 2018 in the presence of the undersigned witnesses.

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY

Margaret Adelman

BY:

Cheryl E. Hall

Cheryl E. Hall, JD
Director, Office of Sponsored Research and Programs

Cynthia K. Collins

ATTACHMENT "1"
IN SITU SAMPLING/TESTING LOCATIONS

(See attached two pages.)

PROP_NAME	PRIORITY	POND SIZE	POND TYPE		RECEIVING WATERBODY
		ACRES	DRY	WET	
BELAIR POND #1	1a	0.66		X	BAYOU LIBERTY
BELAIR POND #2	1a	0.23		X	BAYOU LIBERTY
BELAIR POND #3	1a	0.80		X	BAYOU LIBERTY
BRADFORD PLACE 1	1a	0.34		X	BAYOU LIBERTY
CASA BELLA #1	0	0.87		X	LITTLE BAYOU CASTINE
CASA BELLA #2	0	0.47		X	LITTLE BAYOU CASTINE
CHINCHUBA	0		X	X	BAYOU CHINCHUBA
COUNTRYSIDE #1	3	1.00		X	BEDICO CREEK
COUNTRYSIDE #6	3	1.15		X	BEDICO CREEK
CROSS GATES/ Miramon Pond	1a	4.74		X	W. PEARL RIVER
DEL SOL POND	0	8.10		X	TIMBER BRANCH
DESTIN STREET/ Labarre	0	5.59	X		LITTLE BAYOU CASTINE
EMERALD PINES #1	0	0.08		X	BAYOU CASTINE
EMERALD PINES #2	0	0.03		X	BAYOU CASTINE
GRAND MAISON	1a	1.35		X	BAYOU CHINCHUBA
GRAND OAKS #1	1b	1.00		X	BLACK RIVER
GRAND OAKS #2	1b	0.90		X	BLACK RIVER
GRAND OAKS #3	1b	1.00		X	BLACK RIVER
GUSTE ISLAND FOREST POND #1	3	0.71		X	BLACK RIVER
GUSTE ISLAND FOREST POND #2	3	2.30		X	BLACK RIVER
GUSTE ISLAND WEST POND	0	3.20		X	BLACK RIVER
HAAS RD POND	2b	40.23		X	W-15 CANAL
LAPIN ST POND	1a	8.68	X		BAYOU CASTINE
LOWE POND	2b	86.84		X	W-15 CANAL
MEADOW LAKE	1b	6.00		X	FRENCH BRANCH--> W-15
MONTGOMERY TERRACE POND #1	1b	1.50		X	BLACK RIVER
MONTGOMERY TERRACE POND #2	1b	1.30		X	BLACK RIVER
PALM COURTS #1	1b	1.40		X	BLACK RIVER
PALM COURTS #2	1b	3.23		X	BLACK RIVER
PARC DU LAC WEIR	0	2.95		X	BAYOU CHINCHUBA
STONEBRIDGE #1	3	1.00		X	W-15 CANAL
THE TRACE POND #1	0	0.56		X	BAYOU LIBERTY
TIMBER BRANCH #1	0	0.70		X	TIMBER BRANCH

TIMBER BRANCH #2	0	0.23		X	TIMBER BRANCH
TIMBER CREEK LN	0	0.31		X	BAYOU CHINCHUBA
TURTLE CREEK PH 5	0	7.56		X	W-15 CANAL
TUSCANY WEST	1a	3.30		X	SOAP & TALLOW
VICTORIAN LN POND	0	0.06		X	BAYOU CHINCHUBA
WESTON GLEN	1a	1.00		X	TIMBER BRANCH
WILLOW BEND POND	1a	2.50		X	SOAP & TALLOW

ATTACHMENT "2"

WATER QUALITY PARAMETERS

Parameter	Method	Equipment
Dissolved Oxygen	Standard Methods for Examination of Water and Wastewater, 20th Ed. method 4500-OG	YSI85 S-C-DO-T Meter 0-20mg/L range, ± 0.3mg/L accuracy
Temperature	Standard Methods for Examination of Water and Wastewater, 20th Ed. method 2550B	YSI85 S-C-DO-T Meter -5 to +65°C range, 0.1°C accuracy
Specific Conductance	Standard Methods for Examination of Water and Wastewater, 20th Ed. method 2510B	YSI85 S-C-DO-T Meter 0 to 4999 µS/cm range, ± 0.5% accuracy
Turbidity	Standard Methods for Examination of Water and Wastewater, 20th Ed. method 2130 B	Hach Portable Turbidimeter 0 to 1000 NTU range, 0.01 NTU accuracy
pH	Standard Methods for Examination of Water and Wastewater, 20th Ed. method 4500-H+B	YSI 60 pH Meter 0 to 14.00 range, ± 0.02 pH ± 1 LSD accuracy
Ammonia as N (NH ₄ -N)	Standard Methods for Examination of Water and Wastewater, 20th Ed. SM 4500-NH ₃ G B	Hach DR5000 Spectrophotometer BioTek PowerWave HT Microplate Spectrophotometer 0.05-unlimited range (dilution scheme used for high range samples)
Biochemical Oxygen Demand (BOD) 5-day		
Nitrate/Nitrite	Standard Methods for Examination of Water and Wastewater, 21st Ed. SM 4500-NO ₃ F	Hach DR5000 Spectrophotometer BioTek PowerWave HT Microplate Spectrophotometer 0.1-unlimited range (dilution scheme used for high range samples)
Residue-nonfilterable (TSS)	Standard Methods for Examination of Water and Wastewater, 21st ed. SM 2540 D	Sartorius model CP224S
Total Phosphorous (TP)	Standard Methods for Examination of Water and Wastewater, 21st ed. SM 4500-P J	Hach DR5000 Spectrophotometer BioTek PowerWave HT Microplate Spectrophotometer 0.05-unlimited range (dilution scheme used for high range samples)
Total Organic Carbon (TOC)/IC	Standard Methods for Examination of Water and Wastewater, 20th Ed. SM 5310 B	Shimadzu TOC-Vcpn Range: 0.1-unlimited range (dilution scheme for high range samples) precision: 5-10% depending on sample characteristics

Total Nitrogen (TN)	High Temperature Combustion/Chemilumescence	Shimadzu TOC-Vcpn, TNM-1 module 0.1-200mg/L precision: CV 3% max
Fecal coliform	Standard Methods for Examination of Water and Wastewater, 20th Ed. . SM 9221-E (A1)	detection limit: MPN 2/100ml precision: follows MPN chart in Standard Methods
Escherichia coli	Standard Methods for Examination of Water and Wastewater, 20th Ed. . SM 9225-C	detection limit: MPN 2/100ml precision: follows MPN chart in Standard Methods

ATTACHMENT "3"
FIELD MONITORING DATA SHEET

(See attached page.)

Water Quality Monitoring- Data Form

Monitors: _____

Date: _____ Time: _____

Recent Weather Conditions: _____

Site, Time, Turbidity	Water Temp	Dissolved Oxygen	Specific Conductance	pH
Site:				
Time:				
Turbidity:				
<i>Mean</i>				
Site:				
Time:				
Turbidity:				
<i>Mean</i>				
Site:				
Time:				
Turbidity:				
<i>Mean</i>				
Site:				
Time:				
Turbidity:				
<i>Mean</i>				
Site:				
Time:				
Turbidity:				
<i>Mean</i>				

ATTACHMENT "4"

BUDGET

Price Quote for "St. Tammany Retention Pond Sampling Summer 2018"

Service / Month	Jul-18	Aug-18	Sep-18
Time / Labor			
Southeastern Research Associate: Travel, sample collection, field measurements (pH, Temp, Specific Conductance, Dissolved Oxygen, Turbidity / 40 ponds). 1 wk/month	\$891.00 / wk	\$891.00 / wk	\$891.00 / wk
Southeastern Research Associate: Reporting and Stastical Analysis 1 day/month	\$178 / day	\$178 / day	\$178 / day
<i>Southeastern Subtotal</i>	\$1,069	\$1,069	\$1,069
Fringe Costs (Southeastern - 38% of subtotal)	\$406.22	\$406.22	\$406.22
Travel			
Vehicle Rental for Field Work / Per LA STATE agreement /wk *	\$173.25 / wk	\$173.25 / wk	\$173.25 / wk
Fuel Cost estimate (600 miles wk / 27mpg * \$3.00 gallon) *	\$66 /wk	\$66 /wk	\$66 /wk
<i>Travel Subtotal</i>	\$239.25	\$239.25	\$239.25
Laboratory Analysis			
Ammonia as N, BOD5, Nitrate+Nitrite, TSS, Total P, Total C, Total Organic C, Fecal coliforms & E.coli = \$133 / sample * 40 samples / month	\$5,320.00	\$5,320.00	\$5,320.00
<i>Grand Subtotal</i>	\$7,034.47	\$7,034.47	\$7,034.47
Southeastern 8% Administrative fee	\$562.76	\$562.76	\$562.76
Total	\$7,597.23	\$7,597.23	\$7,597.23
Grand Total			\$22,791.68

*All SLUMTL travel will be in accordance with Louisiana state travel guidelines PPM 49.