

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

(Water Quality Surveys – Cypress Bayou Pond)

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 Stormwater Management Plan (“SWMP”) 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, pre- and post-BMP; and

WHEREAS, Southeastern, through its Department of Biological Sciences, Microbiology Testing Laboratory, led by Project Director Gary Childers, 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 for Parish’s Cypress Bayou Regional Detention Pond situated near the headwaters of Cypress Bayou in Lacombe, La (hereinafter, “Cypress Bayou Pond”).

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 Cypress Bayou Pond, to demonstrate effectiveness of Parish's planting program. 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 of the Cypress Bayou watershed.

2. **OBLIGATIONS OF SOUTHEASTERN**

2.1 **Tasks.** Southeastern shall perform the following:

2.1.1 **Quality Assurance Project Plan ("QAPP").** Southeastern shall assist Parish to prepare, update and maintain the QAPP associated with the monitoring and will operate, maintain and preserve the databases associated with this monitoring.

2.1.2 **Sampling of Cypress Bayou Pond.**

2.1.2.1 Southeastern shall perform sampling of the Cypress Bayou Pond. Southeastern will sample two (2) locations in the Cypress Bayou Pond, namely the influent and effluent points as identified in the QAPP. Samples for the water quality parameters as identified on Attachment "1" 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.

2.1.2.1.1 **Baseline Data Collection.** Southeastern shall perform sampling and *in situ* monitoring as otherwise described in Section 2.1.2 and the QAPP to establish initial water quality conditions. Baseline data collection will begin immediately upon U.S. Fish and Wildlife Service's approval of the QAPP for the project, and collection frequency shall occur as identified in the QAPP.

2.1.2.1.2 **Monthly Data Collection.** Southeastern shall perform, as identified in the QAPP, monthly sampling and *in situ* monitoring as described in Section 2.1.2. Monthly data collection shall begin immediately following completion of the baseline data collection and continue for twenty-eight (28) months.

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

2.1.2.3 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.

2.1.3 Documentation and Records.

2.1.3.1 Southeastern shall collect and maintain the following records:

- 2.1.3.1.1 All data relating to sampling, analysis and quality control;
- 2.1.3.1.2 Changes from baseline conditions, with water quality improvements post-planting noted with each sampling;
- 2.1.3.1.3 Documentation of equipment upkeep and calibrations for preventative maintenance;
- 2.1.3.1.4 Documentation of errors and corrective actions; and
- 2.1.3.1.5 Performance evaluations.

2.1.3.2 Southeastern shall provide the foregoing documentation to Parish quarterly 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.

2.1.3.3 Southeastern shall prepare a final statistical analyses of water quality improvements post-planting of Cypress Bayou Pond comprising the results of twenty-eight (28) months of Southeastern's monthly sampling and *in situ* monitoring.

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 sixty three thousand three hundred sixty-five and no/100 dollars (\$63,365.00), payable over the Term. Southeastern's work, supplies, materials and costs available for reimbursement are shown on Attachment "2" 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, 2021 (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 1-24-2019, 2019 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 _____, 2019 in the presence of the undersigned witnesses.

WITNESSES:



SOUTHEASTERN LOUISIANA UNIVERSITY

BY:


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

Cynthia K. Collins

ATTACHMENT "1"

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 "2"

BUDGET

| | Year 1 | Year 2 | Year 3 |
|--|-----------------|----------------|----------------|
| Water Quality Data Collection: | \$11,110 | \$9,900 | \$9,725 |
| QAPP | \$2,043 | | |
| Southeastern Professor/Lab Director (supplemental pay) QAPP development & review, meetings (\$65.04/hr x 10 hrs Yr1 only) | \$650 | | |
| Southeastern Research Associate (buyout) QAPP development (50 hrs), Recon of sampling sites (8 hours), and meetings (2 hours) (\$19.23/hr x 60 hrs Yr1 only) | \$1,154 | | |
| <i>Southeastern Subtotal</i> | <i>\$1,804</i> | | |
| Fringe Costs (Southeastern - 38% of subtotal) | \$686 | | |
| Mileage (\$0.53/mile x 150 miles per event (1 Recon of site +2 meetings Koop Drive) Yr1 only) | \$239 | | |
| Baseline Data Collection and Analysis: | \$517 | | |
| Sampling and Analysis (BOD5 + TSS + TDS + Nutrient series (NH4, NO2-NO3, TN, TP)) | | | |
| Field Sampling/Monitoring Southeastern Research Associate (buyout) = \$19.23/hr x 5 hrs/event x 1 event | \$96 | | |
| Laboratory analysis time: Southeastern Professor/Lab Director (supplemental pay) = \$65.04/hr x 2hrs/event (avg) x 1 event in Yr1 | \$130 | | |
| Laboratory analysis time: Southeastern Research Associate (buyout) = \$19.23/hr x 8hrs/event (avg) x 1 events Yr1 | \$154 | | |
| In-situ Meter Monitoring (DO, pH, water Temperature, conductivity, salinity) | | | |
| Field Sampling/Monitoring time listed above with sample collection | | | |
| Monitor data download, QA/QC & database integration: Research Associate (buyout) = \$19.23/hr x 3hrs/event (avg) x 1 events | \$58 | | |
| <i>Southeastern Subtotal</i> | <i>\$438</i> | | |
| Fringe Costs (Southeastern - 38% of subtotal) | \$166 | | |
| Mileage (\$0.53/mile x 150 miles per event x 1 sample events) | \$80 | | |
| Monthly Data Collection: | \$8,262 | \$9,516 | \$9,436 |
| Sampling and Analysis (BOD5 + TSS + TDS + Nutrient series (NH4, NO2-NO3, TN, TP)) | | | |
| Field Sampling/Monitoring time: Research Associate (buyout) = \$19.23/hr x 5 hrs/event (avg) x 3 events Yr1, Yr2 =4 events, Yr3 =4 events | \$288 | \$385 | \$385 |
| Laboratory analysis time: Professor/Lab Director (supplemental pay) = \$65.04/hr x 8hrs event (avg) x 3 events Yr1, 4 events Yr2, 4 events Yr3 | \$1,561 | \$2,081 | \$2,081 |
| Laboratory analysis time: Research Associate (buyout) = \$19.23/hr x 24hrs/event (avg) * 3 events Yr1, 4 events Yr2, 4 events Yr3 | \$1,385 | \$1,846 | \$1,846 |
| In-situ Meter Monitoring (DO, pH, water Temperature, conductivity, salinity) | | | |
| Field Sampling/Monitoring time listed above with sample collection | | | |
| Monitor data download, QA/QC & database integration: Research Associate (buyout) = \$19.23/hr x 5hrs/event (avg) * 3 events Yr1, 4 events Yr2, 4 events Yr3 | \$288 | \$385 | \$385 |
| <i>Southeastern Subtotal</i> | <i>\$3,522</i> | <i>\$4,697</i> | <i>\$4,697</i> |

| | | | |
|---|-----------------|-----------------|-----------------|
| Fringe Costs (Southeastern - 38% of subtotal) | \$1,339 | \$1,785 | \$1,785 |
| Mileage (\$0.53/mile x 150 miles/event * 3 events Yr1, 4 events Yr2, 4 events Yr3) | \$239 | \$318 | \$239 |
| Sampling & Laboratory Supplies | \$4,501 | \$4,501 | \$4,501 |
| pH probe replacement Intellical PH201 for wear and tear @ \$230 each | \$230 | \$230 | \$230 |
| Replacement LDO Sensor cap LDO101 Luminescent Dissolved Oxygen Probe (1/yr) | \$121 | \$121 | \$121 |
| pH calibration solutions | \$120 | \$120 | \$120 |
| Field Sample containers and preservatives | \$680 | \$680 | \$680 |
| Gloves, miscellaneous sampling gear (ice chests, markers, etc.) | \$100 | \$100 | \$100 |
| Chemical Reagents (persulfate, ascorbic acid, hydrazine sulfate, etc.) | \$1,000 | \$1,000 | \$1,000 |
| QA Standards for project | \$550 | \$550 | \$550 |
| glassware (BOD bottle replacement, broken glassware, filter apparatus) | \$1,000 | \$1,000 | \$1,000 |
| Pipettes, balance supplies, kimwipes, membrane filters (micro and TSS), other | \$700 | \$700 | \$700 |
| Statistical Data Analysis: | \$288 | \$385 | \$288 |
| Statistical data analyses time: Research Associate (buyout) = \$19.23/hr x 5 hrs/month (avg) x 3 months YR1, 4 months Yr2, 4 months Yr3 | \$288 | \$385 | \$288 |
| <i>Southeastern Subtotal</i> | \$288 | \$385 | \$288 |
| Fringe Costs (Southeastern - 38% of subtotal) | \$110 | \$146 | \$110 |
| Disseminate Results Achieved from Conservation Habitat and Water Quality Improvements Attained by the Program | \$2,579 | \$2,579 | \$3,999 |
| Interim/Annual Results (Semi-Annual Reports) | \$2,579 | \$2,579 | \$2,579 |
| Professor/Lab Director (supplemental pay) Data Analysis, Reports and Meetings (\$65.04/hr x 16 hrs/yr) | \$1,041 | \$1,041 | \$1,041 |
| Research Associate (buyout) Data Analysis, Reports and Meetings (\$19.23/hr x 80 hrs/yr) | \$1,538 | \$1,538 | \$1,538 |
| <i>Southeastern Subtotal</i> | \$2,579 | \$2,579 | \$2,579 |
| Fringe Costs (Southeastern - 38% of subtotal) | \$980 | \$980 | \$980 |
| Final Results, Report & Dissemination of Information | | | \$1,420 |
| Professor/Lab Director (supplemental pay) Data Analysis, Reports and Meetings (\$65.04/hr x 10 hrs (Month 36)) | | | \$650 |
| Research Associate (buyout) Data Analysis, Reports and Meetings (\$19.3/hr x 40 hrs (Month 36)) | | | \$769 |
| <i>Southeastern Subtotal</i> | | | <i>\$1,420</i> |
| Fringe Costs (Southeastern - 38% of subtotal) | | | \$ 539 |
| Southeastern Project Subtotal (Includes time, materials, and equipment) | \$13,689 | \$12,479 | \$12,304 |
| Southeastern Fringe Costs 38% | \$3,280 | \$2,911 | \$3,414 |
| Southeastern Project Subtotal | \$16,969 | \$15,390 | \$15,717 |
| Southeastern Indirect Cost (31.8%) | \$5,396 | \$4,894 | \$4,998 |
| Southeastern Project TOTAL | \$22,366 | \$20,284 | \$20,715 |