

FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Water Quality Survey Program)

This Amendment to Cooperative Endeavor Agreement (the "Amended CEA") made and entered into effective as of January 1, 2016, by and between 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 (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 Dwight Williams, its Executive Director, duly authorized.

WHEREAS, effective as of June 1, 2013, Parish and Foundation entered into that Cooperative Endeavor Agreement (the "Original CEA"), wherein Foundation agreed to provide water quality sampling in St. Tammany Parish (the "Project"); and

WHEREAS, the parties have identified a need to amend the Original CEA to acknowledge an extension of the Term, reduction of total funding and removal of a retention pond from the Project; and

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

1. The foregoing recitals are hereby incorporated into the body of this Amended CEA as if fully rewritten and restated herein.
2. Section 2.1.2 of the Original CEA is amended and restated to read as follows:

2.1.2 Dry weather monitoring of retention ponds ("Task 2"). Foundation shall perform dry weather monitoring of two (2) storm water retention ponds and the receiving streams (collectively, the "Systems" or individually, a "System") identified as (a) Casa Bella subdivision pond; (b) *[intentionally deleted]*; and (c) Del Sol subdivision pond, which ponds can be revised by mutual, written agreement of Parish and Foundation. Foundation will sample two (2) points in each System, namely (a) influent points of each pond and (b) effluent points of each pond four (4) times per year (two summer and two winter). When collecting the samples, Foundation shall also test the water quality

parameters of water temperature, dissolved oxygen, specific conductance, salinity, turbidity, and pH, analyzed *in situ* using EPA-approved field meters and methodologies.

3. Section 3.1 of the Original CEA is amended and restated to read as follows:

2.1.3 Wet weather monitoring of retention ponds (“Task 3”). Foundation shall perform wet weather monitoring three (3) storm water retention ponds identified as (a) Casa Bella subdivision pond; (b) Labarre Street pond; (c) [*intentionally deleted*]; and (d) Del Sol subdivision pond, which ponds can be revised by mutual, written agreement of Parish and Foundation. Foundation shall install, deploy and operate two (2) ISCO multi-samplers to collect ten (10) samples at two (2) hour intervals during rain events at the influent and effluent points of each System, four (4) times per year (two summer and two winter). When deploying and collecting the ISCO multi-samplers, Foundation shall also test the water quality parameters of water temperature, dissolved oxygen, specific conductance, salinity, turbidity, and pH, analyzed *in situ* using EPA-approved field meters and methodologies.

4. Section 3.1 of the Original CEA is amended to:

(a) decrease the maximum amount to be invoiced by Foundation to Parish for the Term, as extended by this Amended CEA, to be two hundred ten thousand, nine hundred sixteen and 82/100 (\$210,916.82) dollars; and


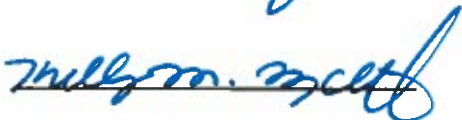
(b) amend and restate the Attachment “2” referenced therein with the Attachment “2” attached hereto

5. Section 4.1 of the Original CEA is amended to extend the expiration of the Term of the Original CEA from December 31, 2015 to June 30, 2017.
6. This Amended CEA supersedes the Original CEA only where there exists any conflict. This Amended CEA controls any conflicts of any terms or conditions. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.
7. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.


(Signature page follows.)

THUS DONE AND SIGNED in multiple original counterparts, to be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

WITNESSES:


ST. TAMMANY PARISH
GOVERNMENT

BY: 
Patricia P. Brister, Parish President
Date: 2-19-14

WITNESSES:




THE LAKE PONTCHARTRAIN
BASIN FOUNDATION

BY: 
Dwight Williams, Executive Director
Date: 2-11-16

Attachment "2"
Amended and Restated Task Budget

(See attached pages.)

WATER QUALITY SURVEY PROGRAM
ST. THOMAS PARISH GOVERNMENT AND THE LAKE PORTCHARTRAIN BASH FOUNDATION
(1) YEAR REVENUE BUDGET

	ORIGINAL TOTAL PROJECT COST			CASH BAL.			DEBT BAL.			BUDGET PER Yr			BUDGET INCREASE/DECREASE		
	Cost/Year	Cost/3 Yrs	Cost/3 Yrs	Budget Per Yr	Budget Per Yr	Budget Per Yr	Budget Per Yr	Budget Per Yr	Budget Per Yr	Budget Per Yr	Budget Per Yr	Cost/Year	Cost/3 Yrs	Cost/Year	Cost/3 Yrs
TASK 1 - Water Meter Monitoring															
Water Monitor Time x \$40/yr x 10 hours/month x 12 months/yr (equipment calibration and meter)	\$ 2,400.00	\$ 2,400.00	\$ 7,200.00	\$ 1,920.00	\$ 1,920.00	\$ 5,760.00	\$ 1,920.00	\$ 1,920.00	\$ 5,760.00	\$ 1,920.00	\$ 1,920.00	\$ 7,200.00	\$ 23,040.00	\$ -	\$ -
Mileage (50.555/ mile), 400 miles per month x 12 months/yr	2,664.00	7,992.00	23,976.00	666.00	1,998.00	5,994.00	666.00	1,998.00	5,994.00	666.00	1,998.00	5,994.00	17,982.00	\$ -	\$ -
Lab Analysis \$111.74/ sample x 4 samples/ event x 4 events/yr (see chart 1 below for details on lab analysis)	286.21	1,144.83	3,434.49	67.24	268.97	836.91	67.24	268.97	836.91	67.24	268.97	836.91	2,547.12	\$ -	\$ -
Total Direct Project Costs	\$ 5,350.21	\$ 16,536.83	\$ 50,610.49	\$ 2,653.24	\$ 7,965.97	\$ 24,184.91	\$ 2,653.24	\$ 7,965.97	\$ 24,184.91	\$ 2,653.24	\$ 7,965.97	\$ 24,184.91	\$ 74,564.03	\$ -	\$ -
FFY Administration and Overhead (10% of total project costs)	\$ 535.02	\$ 1,653.68	\$ 4,961.05	\$ 265.32	\$ 836.97	\$ 2,418.49	\$ 265.32	\$ 836.97	\$ 2,418.49	\$ 265.32	\$ 836.97	\$ 2,418.49	\$ 7,456.47	\$ -	\$ -
TOTAL WET-WEATHER MONITORING (Direct and Indirect)	\$ 5,885.23	\$ 18,190.51	\$ 55,571.54	\$ 2,918.56	\$ 8,802.94	\$ 26,603.40	\$ 2,918.56	\$ 8,802.94	\$ 26,603.40	\$ 2,918.56	\$ 8,802.94	\$ 26,603.40	\$ 82,020.50	\$ -	\$ -
TASK 2 - BMP Dry-Weather Pond Monitoring															
Water Monitor Times \$40/yr x 8 hrs/sampling event x 4 events/yr (includes grab samples for lab and meter measurements in situ)	\$ 1,600.00	\$ 1,600.00	\$ 4,800.00	\$ 533.33	\$ 1,600.00	\$ 4,800.00	\$ 533.33	\$ 1,600.00	\$ 4,800.00	\$ 533.33	\$ 1,600.00	\$ 4,800.00	\$ 14,400.00	\$ (1,600.00)	\$ (1,600.00)
Mileage (50.555/ mile), 200 miles per month x 4 events/yr	666.00	1,998.00	5,994.00	222.00	666.00	1,998.00	222.00	666.00	1,998.00	222.00	666.00	1,998.00	5,994.00	\$ -	\$ -
Lab Analysis \$111.74/ sample x 4 samples/ event x 4 events/yr (see chart 1 below for details on lab analysis)	5,189.52	16,018.56	48,055.68	899.92	2,699.76	8,099.28	899.92	2,699.76	8,099.28	899.92	2,699.76	8,099.28	25,297.84	\$ (3,189.68)	\$ (3,189.68)
Research and Study Supplies (see chart 2 details below)	248.22	744.66	2,233.98	89.41	268.22	804.66	89.41	268.22	804.66	89.41	268.22	804.66	2,473.98	\$ (89.41)	\$ (89.41)
Total Direct Project Costs	\$ 7,572.74	\$ 23,421.22	\$ 70,264.66	\$ 2,752.66	\$ 8,264.66	\$ 24,792.66	\$ 2,752.66	\$ 8,264.66	\$ 24,792.66	\$ 2,752.66	\$ 8,264.66	\$ 24,792.66	\$ 74,789.66	\$ (13,376.96)	\$ (13,376.96)
FFY Administration and Overhead (10% of total project costs)	\$ 757.27	\$ 2,342.12	\$ 7,026.47	\$ 375.27	\$ 1,164.66	\$ 3,473.91	\$ 375.27	\$ 1,164.66	\$ 3,473.91	\$ 375.27	\$ 1,164.66	\$ 3,473.91	\$ 10,522.12	\$ (21,376.96)	\$ (21,376.96)
TOTAL BMP DRY-WEATHER POND MONITORING	\$ 8,330.01	\$ 25,763.34	\$ 77,291.13	\$ 3,127.93	\$ 9,429.32	\$ 28,266.57	\$ 3,127.93	\$ 9,429.32	\$ 28,266.57	\$ 3,127.93	\$ 9,429.32	\$ 28,266.57	\$ 85,311.62	\$ (14,546.96)	\$ (14,546.96)
TASK 3 - BMP Wet-Weather Pond Monitoring															
Water Monitor Times \$40/yr x 16 hrs/event x 12 events/yr (includes ISCO deployment/pickup, lab delivery, and meter measurements in situ)	\$ 10,240.00	\$ 30,720.00	\$ 92,160.00	\$ 2,560.00	\$ 7,680.00	\$ 23,040.00	\$ 2,560.00	\$ 7,680.00	\$ 23,040.00	\$ 2,560.00	\$ 7,680.00	\$ 23,040.00	\$ 70,080.00	\$ (2,160.00)	\$ (2,160.00)
Mileage (50.555/ mile), 350 miles per event x 12 events/yr	\$ 3,108.00	\$ 9,324.00	\$ 27,972.00	\$ 777.00	\$ 2,331.00	\$ 7,000.00	\$ 777.00	\$ 2,331.00	\$ 7,000.00	\$ 777.00	\$ 2,331.00	\$ 7,000.00	\$ 21,030.00	\$ -	\$ -
Lab Analysis \$111.74/ sample x 70 samples/event x 12 events/yr (see chart 1 below for details on lab analysis)	\$ 35,596.80	\$ 104,790.40	\$ 314,371.20	\$ 8,899.20	\$ 26,697.60	\$ 80,092.80	\$ 8,899.20	\$ 26,697.60	\$ 80,092.80	\$ 8,899.20	\$ 26,697.60	\$ 80,092.80	\$ 244,288.80	\$ (18,892.00)	\$ (18,892.00)
Research and Study Supplies (see chart 2 details below)	\$ 268.21	\$ 804.63	\$ 2,413.89	\$ 67.24	\$ 201.72	\$ 605.16	\$ 67.24	\$ 201.72	\$ 605.16	\$ 67.24	\$ 201.72	\$ 605.16	\$ 1,815.48	\$ (67.24)	\$ (67.24)
Total Direct Project Costs	\$ 49,213.01	\$ 147,639.03	\$ 444,917.09	\$ 13,502.44	\$ 40,509.32	\$ 121,538.86	\$ 13,502.44	\$ 40,509.32	\$ 121,538.86	\$ 13,502.44	\$ 40,509.32	\$ 121,538.86	\$ 365,078.28	\$ (13,303.28)	\$ (13,303.28)
FFY Administration and Overhead (10% of total project costs)	\$ 4,921.30	\$ 14,763.90	\$ 44,491.71	\$ 1,350.24	\$ 4,050.93	\$ 12,153.89	\$ 1,350.24	\$ 4,050.93	\$ 12,153.89	\$ 1,350.24	\$ 4,050.93	\$ 12,153.89	\$ 36,507.83	\$ (1,303.28)	\$ (1,303.28)
TOTAL WET-WEATHER POND MONITORING	\$ 54,134.31	\$ 162,402.93	\$ 489,408.80	\$ 14,852.68	\$ 44,560.25	\$ 133,692.75	\$ 14,852.68	\$ 44,560.25	\$ 133,692.75	\$ 14,852.68	\$ 44,560.25	\$ 133,692.75	\$ 401,586.11	\$ (14,606.56)	\$ (14,606.56)
TASK 4 - Quality Assurance, Database Update, Data Analysis and Presentations															
Writing of OAPs 20 hours @ \$50/hr, yearly updates 10 hrs @ \$50/hr	\$ 500.00	\$ 1,500.00	\$ 4,500.00	\$ 125.00	\$ 375.00	\$ 1,125.00	\$ 125.00	\$ 375.00	\$ 1,125.00	\$ 125.00	\$ 375.00	\$ 1,125.00	\$ 3,375.00	\$ -	\$ -
Upgrade of Database/ Coordination with Lab (one 8-hr day @ weekly or 26 days) (or 208 hrs/yr @ \$40/hr)	\$ 8,320.00	\$ 24,960.00	\$ 74,880.00	\$ 2,080.00	\$ 6,240.00	\$ 18,720.00	\$ 2,080.00	\$ 6,240.00	\$ 18,720.00	\$ 2,080.00	\$ 6,240.00	\$ 18,720.00	\$ 56,160.00	\$ -	\$ -
Data Analysis and Presentations (80 hrs/yr @ \$50/hr)	\$ 4,000.00	\$ 12,000.00	\$ 36,000.00	\$ 1,000.00	\$ 3,000.00	\$ 9,000.00	\$ 1,000.00	\$ 3,000.00	\$ 9,000.00	\$ 1,000.00	\$ 3,000.00	\$ 9,000.00	\$ 27,000.00	\$ -	\$ -
Total Direct Project Costs	\$ 12,820.00	\$ 38,460.00	\$ 115,380.00	\$ 3,205.00	\$ 9,615.00	\$ 28,845.00	\$ 3,205.00	\$ 9,615.00	\$ 28,845.00	\$ 3,205.00	\$ 9,615.00	\$ 28,845.00	\$ 86,460.00	\$ -	\$ -
FFY Administration and Overhead (10% of total project costs)	\$ 1,282.00	\$ 3,846.00	\$ 11,538.00	\$ 320.50	\$ 961.50	\$ 2,884.50	\$ 320.50	\$ 961.50	\$ 2,884.50	\$ 320.50	\$ 961.50	\$ 2,884.50	\$ 8,644.50	\$ -	\$ -
TOTAL DATA/QUALITY PORTING	\$ 14,102.00	\$ 42,306.00	\$ 126,918.00	\$ 3,525.50	\$ 10,576.50	\$ 31,729.50	\$ 3,525.50	\$ 10,576.50	\$ 31,729.50	\$ 3,525.50	\$ 10,576.50	\$ 31,729.50	\$ 95,104.50	\$ -	\$ -
TOTAL PROJECT COSTS	\$ 89,400.42	\$ 275,973.14	\$ 839,884.43	\$ 21,971.11	\$ 65,956.61	\$ 199,493.91	\$ 21,971.11	\$ 65,956.61	\$ 199,493.91	\$ 21,971.11	\$ 65,956.61	\$ 199,493.91	\$ 604,603.82	\$ (14,164.82)	\$ (14,164.82)

WATER QUALITY SURVEY PROGRAM
 ST TAMMANY PARISH GOVERNMENT AND THE LAKE PORTCHARTRAIN BASIN FOUNDATION
 (1) YEAR REVISED BUDGET

Chart 1

Item/Analysis	Cost
TPM	\$ 15.00
TP	\$ 15.00
CBOD5	\$ 80.00
NO3-N	\$ 10.00
NO2-N	\$ 8.00
NO3 and NH4-N	\$ 15.00
TOC & TN	\$ 10.00
TSS	\$ 10.00
ES, SU, Arsenic Etc.	\$ 8.24
Total per sample	\$ 113.24

Chart 2

Supplies	Cost
UPB Meters	\$ 510.00
pH replacement annually plus extra for breakage @ \$170/ea. (3 replacements)	\$ 510.00
pH Calibration Solutions 10 of each of 4, 7, 10 solutions @ \$9/ea.	\$ 270.00
Dissolved Oxygen Tissue 562/pack of 6 x 6 packs	\$ 360.00
Conductivity Calibration Solutions 7 @ \$17/ea	\$ 119.00
Storage Solutions 6 bottles @ \$15/ea.	\$ 90.00
HCl, Bleach, other cleaning etc. supplies	\$ 200.00
Batteries	\$ 50.00
21 ounce Sample Containers (undisposable) @ \$10/ea.	\$ 400.00
Ice Chest	\$ 50.00
Ice (over term of project)	\$ 200.00
Flash Gear	\$ 100.00
Map Whiskers	\$ 150.00
TOTAL SUPPLIES	\$ 2,414.00