AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT (Safe Haven Investment)

This Amendment to Cooperative Endeavor Agreement (the "Amended Agreement") is made and entered into effective January 1, 2020, by and between the following parties:

- ST. TAMMANY PARISH GOVERNMENT, also referenced as THE PARISH OF ST. TAMMANY, 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 by law (hereinafter referred to as "Parish"); and
- ST. TAMMANY PARISH CORONER'S OFFICE, a political subdivision of the State of Louisiana, represented by Charles Preston, M.D., Coroner, whose mailing address is 65278 Highway 434, Lacombe, Louisiana 70445, duly authorized (hereinafter referred to as the "Coroner"); and
- WHEREAS, effective February 7, 2019, Parish and Coroner entered into that certain Cooperative Endeavor Agreement (the "Original Agreement") wherein Coroner agreed to provide certain funding support towards Parish's operation of Safe Haven; and
- **WHEREAS**, the parties have identified a need to amend the Original Agreement to revise Coroner's funding support and to amend the term of the Original Agreement.
- NOW, THEREFORE, the parties desire to enter into this Amended Agreement to state each parties' 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 Agreement, but is intended only to amend, restate or add certain provisions to that Agreement.
- 1. The foregoing recitals are hereby incorporated into the body of this Amended Agreement as if fully rewritten and restated herein.
- 2. Section 2.1 of the Original Agreement is hereby amended and restated as follows:
 - **2.1** As authorized by the Coroner pursuant to **Section 3.1** of this Agreement, Parish has budgeted for calendar year 2020 and/or shall subsequently budget the sum of Three Hundred Thousand and No/100 (\$300,000.00) Dollars for the use and benefit of Safe Haven (the "Coroner Funds"), as agreed upon by the Parties hereto.
- 3. The Original Agreement is hereby amended to add a new Section 2.7 as follows:

- 2.7 Parish shall match the expenditures of Coroner Funds on a dollar-for-dollar basis using Parish's own funding, such that for reimbursement of any authorized expenditure under Section 4 of this Agreement, one-half shall derive from Coroner Funds and one-half shall derive from Parish funds.
- **4.** Section 3.1 of the Original Agreement is hereby amended and restated as follows:
 - **3.1** Coroner agrees and acknowledges that it will contribute the sum of Three Hundred Thousand and No/100 (\$300,000.00) Dollars for the use and benefit of Safe Haven, as defined in **Section 4.1** of this Agreement.
- 5. Section 4 of the Original Agreement is hereby amended to add a new Section 4.3 as follows:
 - **4.3** Notwithstanding the authorized expenditures of the Coroner Funds as provided in Section 4, only expenditures that are not reimbursable from other sources (i.e.: Medicaid/Medicare, private insurance, grant funds, etc.) shall be reimbursed using Coroner Funds.
- 6. Section 5.1 of the Original Agreement is hereby amended and restated as follows:
 - **5.1** This Agreement shall become effective upon the Effective Date and terminate on December 31, 2022. Any unused, unexpended Coroner Funds remaining at expiration of this Agreement shall be refunded to and/or reallocated by Coroner and may not be otherwise disbursed by Parish.
- 7. This Amended Agreement supersedes the Original Agreement only where there exists any conflict. This Amended Agreement controls any conflicts of any terms or conditions. Except as amended hereby, the Original Agreement remains unmodified and in full force and effect.
- **8.** All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of St. Tammany, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole.

WITNESSES

ST. TAMMANY PARISH

GOVERNMENT

Patricia P. Brister, President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of St. Tammany, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole.

WITNESSES:

Print Name: DAVID M. MOREC

ST. TAMMANY PARISH CORONER'S

OFFICE

Charles Preston, M.D., Coroner