

**SECOND AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT**  
(Economic Development Funding)

This Second Amendment to Cooperative Endeavor Agreement (“Second Amendment”) is made and entered into effective as of July 1, 2014, by and between the following parties:

**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, its Parish President, duly authorized by law (“Parish”); and

**ST. TAMMANY PARISH DEVELOPMENT DISTRICT**, a political subdivision of the State of Louisiana, whose mailing address is 21489 Koop Drive, Suite 8, Mandeville, LA 70471, herein represented by Brenda Bertus, its Executive Director, duly authorized (“District”); and

**WHEREAS**, effective as of July 1, 2012, Parish and District entered into that Cooperative Endeavor Agreement, as amended by the Amendment to Cooperative endeavor Agreement dated effective July 1, 2012 (collectively, the “Original Agreement”) wherein the District agreed to provide a portion of the District’s Allocation to Parish; and

**WHEREAS**, the parties have identified a need to amend the Agreement to acknowledge an increase in the amount of the District’s Allocation under LSA R.S. 47.302.26 C(2) effective July 1, 2014 as a result of an increase in Hotel/Motel Tax collections, and

**AND NOW THEREFORE** the parties desire to enter into this Second Amendment in order to amend and/or add the following provisions. This Second Amendment is not intended to release any party from the obligations stated in the Original Agreement, but is intended only to amend certain provisions to the Original Agreement:

1. The foregoing recitals are hereby incorporated into the body of this Second Amendment as if fully rewritten and restated herein.
2. Section 1.1 of the Original Agreement is deleted and replaced with the following:
  - 1.1 The St. Tammany Economic Development Foundation (hereafter “EDF”) provides space, personnel and services (hereafter referred to as “Services”) to the District. By way of a contract, the District pays the EDF for these Services. District’s Allocation funds the Services performed by the EDF for the District. The District in order to pay for the Services and to perform its economic development mission and purpose will retain fifty eight and one-half percent (58.5%) of the District’s Allocation. District shall transfer to Parish the balance of the District’s Allocation (hereafter “Parish Allocation”). District shall perform

the Parish Allocation transfer within fifteen (15) days of District's receipt of each District's Allocation received from the State of Louisiana, with each Parish Allocation representing forty one and one-half percent (41.5%) of the District's Allocation received. It is understood and acknowledged by the parties that the State of Louisiana presently transfers the District's Allocation to District thirty (30) to forty-five (45) days after the close of each calendar quarter.

3. Section 1.2 of the Original Agreement is deleted and replaced with the following:
  - 1.2 In the event that the Parish Allocation is less or more than three hundred fifty-four thousand eight hundred twenty-five and no/100 (\$354,825.00) dollars, then, upon notice from either party, the parties shall meet to discuss and to determine if an amendment to this Agreement can be made to revise the allocations provided for in this Agreement, the District's Allocation and the Parish Allocation in such a manner so as to avoid an adverse impact to Parish's annual budget and to the District's Services and budget.
4. This Second Amendment supersedes the Original Agreement only where there exists any conflict. This Second Amendment controls any conflicts of any terms or conditions. Except as amended hereby, the Original Agreement remains unmodified and in full force and effect.
5. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Agreement.

(Signature page follows.)

THUS DONE AND SIGNED on the 9<sup>th</sup> day of January, 201~~4~~<sup>15</sup> in the presence of the undersigned witnesses.

WITNESSES:

Peter Shaw

Thelma M. Mello

ST. TAMMANY PARISH

BY: Patricia P. Brister

PATRICIA P. BRISTER  
PARISH PRESIDENT

THUS DONE AND SIGNED on the 9<sup>th</sup> day of January, 201~~4~~<sup>15</sup> in the presence of the undersigned witnesses.

WITNESSES:

Peter Shaw

Thelma M. Mello

ST. TAMMANY PARISH DEVELOPMENT DISTRICT

BY: Brenda Bertus

BRENDA BERTUS  
EXECUTIVE DIRECTOR