

**AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Lakefront Pump Station Improvements)**

This Amendment to Cooperative Endeavor Agreement (the "Amended CEA") is made and entered into on the dates set forth herein below, 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 by law (hereinafter referred to as "Parish"); and

ST. TAMMANY PARISH DRAINAGE DISTRICT NO. 2, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 2165, Slidell, Louisiana 70461, herein appearing by and through Jeff Vallee, its Chairman, duly authorized by law (hereinafter referred to as "DD#2").

WHEREAS, effective as of June 16, 2016, Parish and DD#2 entered into that Cooperative Endeavor Agreement (the "Original CEA") wherein Parish provided funding and/or other resources to DD#2 to assist DD#2 in the repair and improvement of the Lakefront Pump Station, plus other obligations as more fully described in the Original CEA; and

WHEREAS, the parties have identified a need to amend the original CEA to extend the Term and/or provide DD#2 with necessary resources to continue to serve the citizens of St. Tammany Parish.

AND NOW THEREFORE the parties desire to enter into this Amended CEA to state each party's obligations more fully herein and to amend, restate 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, restate and/or add certain provisions to the Original CEA.

1. The foregoing recitals are hereby incorporated into the body of this Amended CEA as if fully rewritten and restated herein.
2. The Original CEA is amended to add new **Sections 2.6** and **3.6**, as follows:
 - 2.6 DD#2 shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
 - 3.6 Parish shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.

3. **Section 2.2** of the Original CEA is amended to read as follows:

2.2. DD#2 shall reimburse Parish for funding paid by Parish to DD#2 and/or its contractor for work at the Lakefront Pump Station pursuant to this Agreement, as follows:

2.2.1 **Grant Funding.** For any and all funds expended by the Parish towards DD#2's GOHSEP/FEMA grant funding award and match obligation pursuant to this Agreement, DD#2 shall authorize Parish to submit, *via* LAPA, to GOHSEP/FEMA any such expenditures paid by Parish for reimbursement thereof, or shall otherwise pay directly to Parish any such GOHSEP/FEMA funding received by DD#2 pursuant to this Agreement.

2.2.2 **Non-Grant Funding.** In addition to those funds expended by Parish pursuant to **Section 2.2.1** of this Agreement, DD#2 shall reimburse Parish in full for any and all additional expenditures advanced by Parish to or on behalf of DD#2 in excess of DD#2's GOHSEP/FEMA granting funding award and match obligation, whether originating from Parish's drainage tax and/or other available sources.

4. **Section 2.5** of the Original CEA is amended to read as follows:

2.5 Any GOHSEP/FEMA funding received by or on behalf of DD#2 shall be remitted to Parish until Parish is reimbursed for its expenditures towards DD#2's grant funding match obligation pursuant to the GOHSEP/FEMA grant award. DD#2 is further obligated under this Agreement to reimburse Parish from other available sources in addition to funds received through GOHSEP/FEMA funding, until such time that Parish is fully reimbursed for all expenses and costs, of any kind or nature, paid by Parish to or on behalf of DD#2 and/or its contractor for work at the Lakefront Pump Station pursuant to this Agreement.

5. **Section 3.1** of the Original CEA is amended to read as follows:

3.1 Parish shall assist DD#2 in obtaining and/or preparing the design drawings and specifications for the repair, refurbishment, improvement, demolition and/or replacement to/of the Lakefront Pump Station (collectively, the "Plans"), as same may be mutually agreed upon between Parish and DD#2 and as approved and funded by GOHSEP/FEMA and/or other entities and sources.

6. **Section 3.2** of the Original CEA is amended to read as follows:

3.2 Parish's funding obligation herein shall include the match required by GOHSEP/FEMA's grant award, as well as all additional funding necessary for completion of the work at the Lakefront Pump Station pursuant to this Agreement, all of which shall thereafter be reimbursed to Parish by DD#2 as provided by this Agreement.

7. **Section 3.4** of the Original CEA is amended to read as follows:

3.4 Parish shall be reimbursed for all funds expended for the repair, refurbishment, improvement, demolition and/or replacement contemplated by this Agreement from GOHSEP/FEMA grant funds and/or other pertinent sources. As related to the foregoing, the parties agree and acknowledge as follows:

3.4.1 DD#2 shall request reimbursement from GOSHEP/FEMA, and/or authorize the Parish to request reimbursement for, any and all funds expended by the Parish towards DD#2's GOHSEP/FEMA grant funding award and match obligation for the repair, refurbishment, improvement, demolition and/or replacement contemplated by this Agreement.

3.4.2 DD#2 shall separately reimburse Parish for any and all additional expenditures advanced by Parish to or on behalf of DD#2 in excess of DD#2's GOHSEP/FEMA granting funding award and match obligation, pursuant to a timeline and process as agreed to by all parties hereto.

8 **Section 5.1** of the Original CEA is amended to read as follows:

5.1 The term of this Agreement shall begin on full execution of this Agreement by both parties and end upon the later to occur of (a) completion of the work to repair, refurbish, improve, demolish and/or replace the Lakefront Pump Station and (b) full reimbursement to Parish of the match required by GOHSEP/FEMA's grant award, as well as any and all additional funding expended by Parish as provided in this Agreement (the "Term").

9 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.

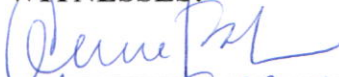
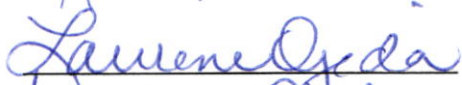
10 All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.

(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.

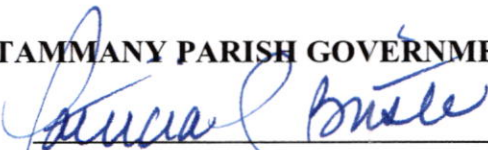
THUS DONE AND SIGNED on this 31st day of October, 2018 in the presence of the undersigned witnesses.

WITNESSES:


Anne P. Brister

Laurene Ojeda

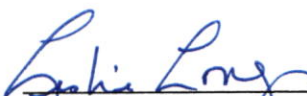
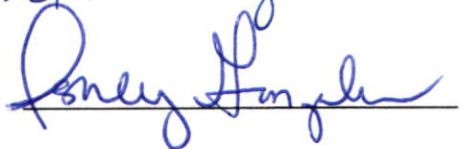
ST. TAMMANY PARISH GOVERNMENT

BY:


Patricia P. Brister
Parish President

THUS DONE AND SIGNED on this 26th day of October, 2018 in the presence of the undersigned witnesses.

WITNESSES:


Leticia Long

Ronny Hample

**ST. TAMMANY PARISH DRAINAGE
DISTRICT NO. 2**

BY:


Jeff Vallee
Chairman