

**SECOND AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Startup Assistance)**

This Second Amendment to Cooperative Endeavor Agreement (the "Amended Agreement") 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, 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

ST. TAMMANY LEVEE, DRAINAGE, AND CONSERVATION DISTRICT, a political subdivision of the State of Louisiana, whose mailing address is 21490 Koop Drive, Mandeville, Louisiana 70471 represented by and through Henry I. DiFranco, Jr., its Chairman, duly authorized as per Board Resolution (hereinafter referred to as "District").

WHEREAS, effective as of November 5, 2015, Parish and District entered into that Cooperative Endeavor Agreement as amended by the Amendment to Cooperative Endeavor Agreement dated effective November 4, 2016 (collectively, the "Original CEA") wherein Parish provided funding, office space and/or other resources to District to assist District operations, 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 NOW THEREFORE the parties desire to enter into this Amended Agreement to state each party's 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 CEA but is intended only to amend, restate and/or add certain provisions to the Original CEA.

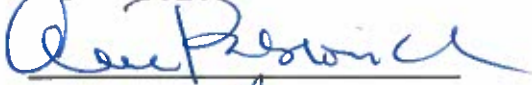
1. The foregoing recitals are hereby incorporated into the body of this Amended Agreement as if fully rewritten and restated herein.
2. Section 5.1 of the Original CEA is amended and restated so that the Term of the Original CEA is extended for one (1) additional calendar year, with said Term now ending on November 5, 2018.
3. This Amended Agreement supersedes the Original CEA only where there exists any conflict. This Amended Agreement controls any conflicts of any terms or conditions. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.


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

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.

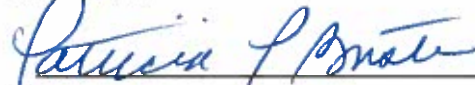
THUS DONE AND SIGNED effective as of 11/2/17, 2017 in the presence of the undersigned witnesses.

WITNESSES:





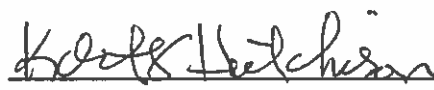
ST. TAMMANY PARISH GOVERNMENT

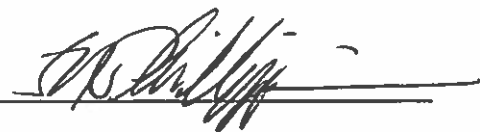
BY: 

Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of OCTOBER 26, 2017 in the presence of the undersigned witnesses.

WITNESSES:





ST. TAMMANY LEVEE, DRAINAGE, AND CONSERVATION DISTRICT

BY: 

Henry I. DiFranco, Jr.
Chairman