

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

This 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 Towers Building, 520 Old Spanish Trail, Suite 6C, Slidell, Louisiana 70458, 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 (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 provide District with necessary resources to continue to serve the citizens of St. Tammany Parish.

AND NOW THEREFORE the parties desire to enter into this Amendment Agreement to state each party's obligations more fully herein and to amend, restate and/or add the following provisions. This Amendment 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 Amendment Agreement as if fully rewritten and restated herein.
2. Section 4.1 of the Original CEA is amended and restated to read as follows:

4.1. Reimbursement. Parish will fund this agreement in the maximum amount of one-hundred thousand and no/100 (\$100,000.00) Dollars for the Term (the "Parish Funds"). Any unused Parish Funds remaining at expiration of the Term shall be retained and/or reallocated by Parish and shall not be disbursed to District. Term shall be defined as a two (2) year period beginning on November 5, 2015 as stipulated in Section 5.1 of this agreement.

3. Section 5.1 of the Original CEA is amended and restated to read as follows:

5.1 The Term of this agreement shall begin on November 5, 2015 and end on November 5, 2017. No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.

4. Section 9 of the Original CEA is amended to read as follows:

9. **NOTICES**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the District:

Henry I. DiFranco, Jr., Chairman
St. Tammany Levee, Drainage and Conservation District
Towers Building
520 Old Spanish Trail, Suite 6C
Slidell, Louisiana 70458

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

5. 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.
6. 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 November 4, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Anne Borovich
Anne Borovich
Laurene Ojeda
Laurene Ojeda

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
Patricia P. Brister
Parish President

THUS DONE AND SIGNED effective as of November 4, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Erina Campo
Erina Campo
Elizabeth Warren
Elizabeth Warren

ST. TAMMANY LEVEE, DRAINAGE AND CONSERVATION DISTRICT

BY: Henry I. DiFranco, Jr.
Henry I. DiFranco, Jr.
Chairman