

**AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Safe Haven Group Homes Operation)**

This Amendment to Cooperative Endeavor Agreement (the "Amended Agreement") is made and entered into as of the dates hereinafter set forth, 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, its Parish President, duly authorized by law (hereinafter referred to as "Parish"); and

NAMI ST. TAMMANY, INC., a Louisiana non-profit corporation and autonomous 501(c)(3) chartered affiliate of the National Alliance on Mental Illness, whose mailing address is P.O. Box 2055, Mandeville, Louisiana 70470, herein represented by its Treasurer, David J. Mancina (hereinafter referred to as "NAMI"); and

WHEREAS, effective as of January 1, 2016, as amended by the Amendment to Cooperative Endeavor Agreement last dated August 24, 2016, by the Amendment to Cooperative Endeavor Agreement last dated January 11, 2017, and further by the Amendment to Cooperative Endeavor Agreement last dated May 22, 2017, Parish and NAMI entered into that Cooperative Endeavor Agreement (the "Original Agreement") wherein NAMI agreed to operate the Group Homes on the former campus of the Southeast Louisiana Hospital, plus other obligations as more fully described in the Original Agreement; and

WHEREAS, the parties have identified the need to amend the Original Agreement to modify Parish's funding obligations for the calendar year 2017 to add \$128,000.00 of additional funding for the current Term, and/or other obligations as set forth in the Agreement.

AND NOW THEREFORE, the parties desire to enter into this Amended Agreement in order 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 3.1 of the Original Agreement is amended to read as follows:

3.1 Parish agrees to contribute funds in the maximum amount of Two Hundred Eight Thousand and No/100 (\$208,000.00) Dollars payable upon approved invoices submitted monthly in furtherance of the above-referenced initiatives. The maximum

reimbursable amount for each specific category is: (a) One Hundred Fifty Five Thousand and No/100 (\$155,000.00) Dollars for salaries, benefits and taxes; (b) Six Thousand and No/100 (\$6,000.00) Dollars for utilities; (c) Six Thousand and No/100 (\$6,000.00) Dollars for transportation and vehicle maintenance; (d) Five Thousand and No/100 (\$5,000.00) Dollars for equipment purchases; (e) Seventeen Thousand and No/100 (\$17,000.00) Dollars for repairs and maintenance; (f) One Thousand Two Hundred and No/100 (\$1,200.00) Dollars for other expenses; and (g) Seventeen Thousand Eight Hundred and No/100 (\$17,800.00) Dollars for administrative and indirect expenses. Any unused funds remaining at the expiration of the Term (as defined below) shall be retained and/or reallocated by Parish and shall not be disbursed to NAMI. NAMI acknowledges that Parish's Allocation for calendar year 2017 shall not exceed the sum of Two Hundred Eight Thousand and No/100 (\$208,000.00) Dollars in total.

3. Section 3.3 of the Original Agreement is hereby deleted in its entirety.
4. 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.
5. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Agreement.

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.

(Signature page follows.)

THUS DONE AND SIGNED on September 18, 2017 in the presence of the undersigned witnesses.

WITNESSES:

Laurene Ojeda
Laurene Ojeda
Amy M Labadie
Amy M Labadie

ST. TAMMANY PARISH GOVERNMENT

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

THUS DONE AND SIGNED on September 14, 2017 in the presence of the undersigned witnesses.

WITNESSES:

[Signature]
[Signature]

NAMI ST. TAMMANY, INC.

BY: [Signature]
David J. Mancina
Treasurer