

AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT

(Nutrition Services)

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, LA, 70434, herein appearing by and through Patricia P. Brister, its Parish President, duly authorized by law (hereinafter referred to as "Parish"); and

BUSH FOOD PANTRY, a Louisiana non-profit corporation whose mailing address is P.O. Box 264, Bush, LA 70431, represented by and through its President/Director, Pamela K. Parker, duly authorized (hereinafter referred to as "Bush Food Pantry").

WHEREAS, effective as of March 2, 2016, as amended by the Amendment to Cooperative Endeavor Agreement dated effective May 1, 2016, Parish and Bush Food Pantry entered into that Cooperative Endeavor Agreement (the "Original CEA") wherein Bush Food Pantry agreed to provide nutrition services and personal hygiene products to qualified low-income individuals and families in St. Tammany Parish, 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 provide the Bush Food Pantry with necessary funding to operate its food bank and serve the citizens of St. Tammany Parish.

AND NOW THEREFORE, the parties desire to enter into this Amended Agreement to state each parties' obligations more fully herein and to amend, supplement, 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 or add certain provisions in said Agreement:

1. The foregoing recitals are hereby incorporated into the body of this Amended Agreement as if fully rewritten and restated herein.
2. Section 2.2.4.1 of the Original CEA is amended to read as follows:
 - 2.2.4.1. For each calendar month, Bush Food Pantry shall provide food and/or personal hygiene supplies for at least seventy-five (75) St. Tammany Parish families.

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

3.1 Parish agrees to contribute funds in the maximum amount of twenty-five thousand (\$25,000.00) Dollars, payable upon approved invoices submitted monthly in furtherance of the above-referenced initiatives. Final monthly invoices for obligations performed pursuant to this Agreement shall be submitted to Parish on or before the fifteenth (15th) day of each calendar month during the Term (as defined below). Any unused funds remaining at expiration of the Term (as defined below) shall be retained and/or reallocated by Parish and shall not be disbursed to Bush Food Pantry.

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

3.2 Fees eligible for payment under this Agreement are limited to food and/or personal hygiene purchases. Bush Food Pantry will be paid Twenty Eight and No/100 (\$28.00) Dollars for each box of food and supplies served to each family, payable at a maximum rate of seventy-five (75) boxes per month. Monthly invoices shall have supporting documentation attached evidencing (a) costs and (b) receipts/proofs of payment. Said monthly invoices shall also include the Exhibit "A" Monthly Client Reporting Form and shall be submitted to Parish's Department of Health and Human Services and approved by Parish before payment will be made. Payments will only be made from approved documentation, in Parish's reasonable discretion.

5. Section 4.1 of the Original CEA is amended and restated so that the Term of the Original CEA is extended for one (1) calendar year, with said Term beginning on January 1, 2017 and having a new expiration date of December 31, 2017. The aforementioned Term may be renewed, in the Parish's sole discretion, for one (1) additional year, under the same terms and conditions as in the Original CEA, with said renewal contingent upon the appropriation of funds by Parish necessary to fulfill the requirements of the Agreement, as renewed.

6. Exhibit "A" to the Original Agreement is hereby replaced with the new Exhibit "A," attached hereto and made a part hereof.

7. 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.

8. 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, after diligent reading of the whole, in various counterparts.

(Signature page follows.)

THUS DONE AND SIGNED on the 17th day of February, 2017 in the presence of the undersigned witnesses.

WITNESSES:

Melissa M. M...
Anna Pastorek

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
PATRICIA P. BRISTER
PARISH PRESIDENT

THUS DONE AND SIGNED on the 13 day of February, 2017 in the presence of the undersigned witnesses.

WITNESSES:

Kathy Mount
Amanda Bouleau

BUSH FOOD PANTRY

BY: Pamela K. Parker
PAMELA K. PARKER
PRESIDENT/DIRECTOR

Exhibit "A"



The Bush Food Pantry, LA, Inc.
 2017-(Nutrition Services)
 Client Reporting Form

Program Name:	Bush Food Pantry - Nutrition Services	Month:	mm/yy
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	Client ID number	Date of Service	Served past 6 months	Client Zip Code	# of Family Members Served	STP Resident ?
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

Reporting Month Food Purchases	\$25,000 1/12=\$2,083.33 3 Balance
	\$0.00

REPORT TOTALS	
Monthly Total	GOAL
Individual Total	0 75
Family Total	0
Total	0

Expenses:	
Food/PH items	
28 00 X 75 boxes	\$2,100.00
**Total	\$2,100.00

Approximate value of one basket
