

AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Nutrition Services)

This Amendment to Cooperative Endeavor Agreement (the “Amended CEA” or “Amended Agreement”) is made and entered into effective January 1, 2016, 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

THE FOOD BANK OF COVINGTON, LA, INC., a Louisiana non-profit corporation whose mailing address is 840 North Columbia Street, Covington, LA 70433, herein represented by its Executive Director, Terri Turner-Marse (hereinafter referred to as “Food Bank”).

WHEREAS, effective as of January 1, 2015, Parish and Food Bank entered into that Cooperative Endeavor Agreement (the “Original CEA”) wherein Food Bank agreed to provide food assistance to qualifying low-income individuals and/or families residing 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 extend the Term and provide the Food Bank 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 CEA to state each parties’ 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 or add certain provisions to that Agreement:

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 4.5 and 5.10, as follows:
 - 4.5 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

5.10 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

2.2 Reporting Requirements-Statistical Data. Documentation to be maintained by Food Bank is to include, but not be limited to:

2.2.1 A list of individual and/or families who received food and/or related assistance for a given month, using the Client Reporting Form attached hereto as Exhibit "A." To preserve confidentiality of those persons receiving assistance under this program, each individual and/or family shall be identified to the Parish only by a unique individualized identification number assigned to him/her

2.2.2 Proof of St. Tammany Parish residency for each individual or family (i.e.: driver's license or state-issued identification, Medicaid card, social security identification, etc.). For families of two (2) persons or more, it will be sufficient that the required identification of (only) one family member per family is maintained by Food Bank.

2.2.3 Food Bank shall provide the following information and documentation to the Parish on a monthly basis as support documentation for payment.

2.2.3.1 The information noted in Section 2.2.1., above;

2.2.3.2 Receipts for food and/or related supplies purchased with proof of payment (i.e., cancelled check stubs); and

4. Section 2.4 of the Original CEA is amended to read as follows:

2.4 Auditing. It is hereby agreed that the legislative auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of Food Bank that are related to this Agreement.

2.4.1 LSA R.S. 24:513(A)(1)(b)(iv) defines a quasi-public agency or body as "[a]ny not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds . . ."

- 2.4.2 In accordance with LSA R.S. 24:513(H)(2)(a), Food Bank “shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.”
- 2.4.3 Pursuant to LSA R.S. 24:513(J)(1)(c), *et seq.*, the financial statements of Food Bank shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$75,000.00 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000.00 or less in funds for the fiscal year.
More than \$75,000.00 but less than \$200,000.00	Shall obtain an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of the books and accounts.
\$200,000.00 or more but less than \$500,000.00	Shall obtain an annual review of its financial statements to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of books and accounts.
\$500,000.00 or more	Shall obtain an annual audit.

Non-Federal entities that expend seven-hundred and fifty-thousand (\$750,000.00) Dollars or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 USC 7504-7507 and 2 CFR Part 200, Subpart F). Non-Federal entities that expend less than \$750,000.00 for a fiscal year in Federal awards are exempt from federal audit requirements for that year, but records must be available for review or appropriate officials of the Federal agency, State and General Accounting Office.

5. Section 2.6 of the Original CEA is amended to read as follows:
 - 2.6 Food Bank agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of either party's performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.
6. Section 3.1 of the Original CEA is amended to add the sum of Fifty Thousand and No/100 (\$50,000.00) Dollars as the maximum amount to be invoiced by Food Bank to Parish for the 2016 calendar year.
7. 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 purchases. Food Bank will be paid twenty and No/100 (\$20.00) Dollars for each box of food served to each individual and/or family, payable at a maximum rate of two-hundred and nine (209) 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 be made only from approved documentation, in Parish's reasonable discretion.
8. Section 3.3 of the Original CEA is amended to read as follows:
 - 3.3 Payment Schedule; Limitations. Notwithstanding anything in this Agreement to the contrary, no drawdown for any calendar month shall exceed one-twelfth (1/12) of the funds to be contributed by Parish for a calendar year. However, in the event that Food Bank does not obtain contribution for a full one-twelfth (1/12) of funds payable in any calendar month, such amount can be applied forward to a future calendar month.
9. 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, 2016 and ending on December 31, 2016. 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.

10. Section 5.8 of the Original CEA is amended to read as follows:

5.8 Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, *et seq.*) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A(1)(b)(iv), *et seq.*) in carrying out the provisions of this Agreement.



11. 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.


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

(Signature page follows.)


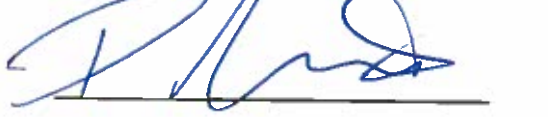
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED on the 24th day of February, 2016 in the presence of the undersigned witnesses.

WITNESSES:



ST. TAMMANY PARISH GOVERNMENT
BY: 
PATRICIA P. BRISTER
PARISH PRESIDENT

THUS DONE AND SIGNED on the 4th day of February, 2016 in the presence of the undersigned witnesses.

WITNESSES:
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THE FOOD BANK OF COVINGTON, LA,
BY: 
TERRI TURNER-MARSE
EXECUTIVE DIRECTOR

Exhibit "A"

Monthly Client Reporting Form



The Food Bank of Covington, LA, Inc.
2016-(Nutrition Services)
Client Reporting Form

Program Name: Food Bank - Nutrition Services

Month: _____
mm/yy

	Name/Client #	Date of Service	Client Zip Code	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	\$54,880 1/12=4166.67 Balance
	\$50,000.00

REPORT TOTALS	
Monthly Total	GOAL
Family Total	0 209
Individual Total	
Total	0

Expenses:	
Food \$20.00 x 209	\$4,180.00
Total	\$4,180.00

Approximate value of one basket