

**AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT**

(Rural Transit Operations)

This Amendment to Cooperative 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 (hereinafter referred to as "Parish"); and

**ST. TAMMANY COUNCIL ON THE AGING, INC.**, a non-profit corporation of the State of Louisiana, whose mailing address is 72060 Ramos Avenue, Covington, LA 70434, herein appearing by and through Julie Agan, its Executive Director, duly authorized (hereinafter referred to as "COAST"); and

**WHEREAS**, effective as of July 1, 2015, Parish and COAST entered into that Cooperative Endeavor Agreement (the "Original Agreement"), wherein COAST agreed to provide rural public transportation services and Parish agreed to provide funding towards same, plus other obligations of both parties as more fully described in the Original Agreement; and

**WHEREAS**, the parties have identified a need to amend the Original Agreement.

**AND NOW THEREFORE**, the parties desire to enter into this Amended Agreement in order to state each parties' obligations more fully herein and desire to amend 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 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 3.2 of the Original Agreement is amended and restated as follows:

**3.2 Funding.** Parish will fund this project in the maximum amount of four hundred twenty thousand and no/100 (\$420,000.00) dollars for the Term beginning July 1, 2018 and ending June 30, 2019. Parish will fund COAST based on reimbursement of services (not to exceed 650 monthly service hours without Parish approval) including the cost of fuel and less the amount of fares collected. Notwithstanding the foregoing, no sums shall be payable to COAST without an invoice and without the documentation required by this Agreement. Unused funds remaining at expiration of the Term may be retained and/or reallocated by Parish and shall not be disbursed to COAST.

3. 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.
4. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Agreement.

THUS DONE AND SIGNED on the 18<sup>th</sup> day of July, 2018 in the presence of the undersigned witnesses.

**WITNESSES:**

Laurene Ojeda

Amy Melanade

**ST. TAMMANY PARISH GOVERNMENT**

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

THUS DONE AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 in the presence of the undersigned witnesses.

**WITNESSES:**

[Signature]

Didier L. Chen

**ST. TAMMANY COUNCIL ON THE AGING, INC.**

BY: [Signature]  
Julie Agan  
Executive Director