

FIFTH AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Janitorial Services at Towers Building)

This Fifth Amendment to Cooperative Endeavor Agreement (the "Amended CEA") is made and entered into effective as of January 1, 2018, by and between the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, 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

STARC OF LOUISIANA, INC. (f/k/a St. Tammany Association For Retarded Citizens, Inc.), a non-profit corporation of the State of Louisiana, whose mailing address is 1541 St. Ann Place, Slidell, Louisiana 70460, represented by and through Mark Baham, Assistant Director, duly authorized (hereinafter referred to as "STARC").

WHEREAS, effective as of January 1, 2013, Parish and STARC entered into that Cooperative Endeavor Agreement, as amended by the Amendment to Cooperative Endeavor Agreement dated effective January 1, 2014, the Second Amendment to Cooperative Endeavor Agreement dated effective January 1, 2015, and the Third Amendment to Cooperative Endeavor Agreement dated effective January 1, 2016, and the Fourth Amendment to Cooperative Endeavor Agreement dated effective January 1, 2017 (collectively, the "Original CEA"), wherein STARC agreed to provide janitorial services in the Parish's Towers Building (the "Project"); and

WHEREAS, the parties have identified a need to amend the Original CEA to acknowledge an extension of the Term for the 2018 calendar year; and

NOW THEREFORE the parties desire to enter into this Amended CEA in order to state each party's obligations more fully herein and desire to amend 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 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. Section 2.3 of the Original CEA is amended and restated to add the sum of forty eight thousand nine hundred thirty two and 16/100 (\$48,932.16) dollars as the maximum amount to be invoiced by STARC to Parish for the 2018 calendar year, to be invoiced in equal monthly installments of four thousand seventy seven and 68/100 (\$4,077.68) dollars.

3. Section 3.1 of the Original CEA is amended and restated to extend the Term of the Original CEA for one (1) additional calendar year, commencing on January 1, 2018 and expiring on December 31, 2018.
4. 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.
5. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.

THUS DONE AND SIGNED in multiple original counterparts, to be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

(Signature Page to Follow).

WITNESSES:

Ann Pak

Melvin M. Hall

WITNESSES:

Diane Newbley

Munich

ST. TAMMANY PARISH
GOVERNMENT

BY: Patricia P. Brister

Patricia P. Brister, Parish President

Date: 12-5-17

STARCO OF LOUISIANA, INC.

BY: Mark Baham

Print Name: MARK BAHAM

Its: ASSISTANT DIRECTOR

Date: 12-1-2017