

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
THE ST. TAMMANY PARISH GOVERNMENT AND
BUSH FOOD PANTRY
(Nutrition Services)**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 3-01 and 3-09, by and among 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, Parish President, duly authorized (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, Bush Food Pantry operates the “Bush Food Pantry,” providing food assistance and/or personal hygiene products to qualifying low-income families in need of such assistance; and

WHEREAS, Parish now desires to provide funding resources to support the Bush Food Pantry; and

WHEREAS, providing food bank assistance to qualifying low-income families will benefit the health, safety and welfare of citizens in St. Tammany Parish.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE**. The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is for the providing of nutrition services and personal hygiene products to qualified low-income individuals and families in St. Tammany Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. **OBLIGATIONS OF BUSH FOOD PANTRY:**

2.1 Program Delivery:

- 2.1.1** Bush Food Pantry Program. Each family who has qualified for entry to and enrolled in the Bush Food Pantry Program pursuant to the guidelines referenced below will receive food and/or personal hygiene supplies.
- 2.1.2** Program Eligibility Requirements. To meet the entry requirements for the Bush Food Pantry Program, an eligible recipient shall qualify to the current "Second Harvest Food Bank of Greater New Orleans and Acadiana eligibility requirements for distributing donated food to needy households."
- 2.2** Reporting Requirements-Statistical Data. Documentation to be maintained by Bush Food Pantry is to include, but not be limited to:
 - 2.2.1** A list of families who received food, personal hygiene and/or related assistance for a given month, using the Client Reporting Form attached hereto as Exhibit "A." To preserve confidentiality of those families receiving assistance under this program, each family shall be identified to the Parish only by a unique individualized identification number assigned to said family.
 - 2.2.2** Proof of St. Tammany Parish residency for each family (i.e.: driver's license or state-issued identification, Medicaid card, social security identification, utility bill, etc.).
 - 2.2.3** Bush Food Pantry shall provide the following information and documentation to the Parish on a monthly basis as support documentation for payment as set forth in this agreement:
 - 2.2.3.1** The information noted in Section 2.2.1., above;
 - 2.2.3.2** Receipts for food and/or personal hygiene supplies purchased with proof of payment (i.e., cancelled check stubs); and
 - 2.2.4** Satisfactory performance under this Agreement shall be measured by:
 - 2.2.4.1** For each calendar month, Bush Food Pantry shall provide food and/or personal hygiene supplies for at least one-hundred and thirty-five (135) St. Tammany Parish families.
- 2.3** Bush Food Pantry will provide documentation of all monies spent for its obligations under this Agreement, and request payment from Parish, in the form required by the Parish's Department of Finance, and as set forth in this Agreement. All requests for payment must be submitted timely, supported by adequate documentation (i.e.: invoices, cancelled checks and/or other supporting documents required by Parish) and approved

by Parish before payment will be made to Bush Food Pantry. Payment of funds will be made only from approved documentation, in Parish's reasonable discretion.

2.4 Insurance. Bush Food Pantry shall carry in full force and effect at all times during the term of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts.

2.4.1.1 The insurance types and minimum limits of coverage required to be maintained through the duration of this Agreement shall be the following:

2.4.1.1.1 Commercial General Liability policy in the minimum limits of \$1,000,000 per claim;

2.4.1.1.2 Workers' Compensation/Employers' Liability policy, as statutorily required. **However, this coverage is not required if there are no employees.**

2.4.1.2 Insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana.

2.4.1.3 The Commercial General Liability insurance policy shall be endorsed to include St. Tammany Parish Government as an additional insured and also endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government. Any policy of Workers' Compensation/Employers' Liability shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government.

2.4.1.4 The insurances affected by this Agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. Bush Food Pantry shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

2.5 Bush Food Pantry 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.

2.6 While in the performance of services or carrying out obligations herein, Bush Food Pantry shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Bush Food Pantry arising from the performance of its services under this Agreement. The Bush Food Pantry shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

2.7 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 Bush Food Pantry that are related to this Agreement.

2.7.1 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 . . .”

2.7.2 In accordance with LSA R.S. 24:513(H)(2)(a), Bush Food Pantry “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.”

2.7.3 Pursuant to LSA R.S. 24:513(J)(1)(c), *et seq.*, the financial statements of Bush Food Pantry shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$75,000 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000 or less in funds for the fiscal year.
More than \$75,000 but less than \$200,000	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 or more but less than \$500,000	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 or more	Shall obtain an annual audit.

Non-Federal entities that expend seven-hundred and fifty-thousand (\$750,000) 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 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.

3. OBLIGATIONS OF ST. TAMMANY PARISH

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.

3.2 Fees eligible for payment under this Agreement are limited to food and/or personal hygiene purchases. Bush Food Pantry will be paid Fifteen Dollars and Fifty Cents (\$15.50) for each box of food and supplies served to each family, payable at a maximum rate of one-hundred and thirty-five (135) 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.

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 Bush

Food Pantry 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.

3.4 Process and Outcome Monitoring. Process monitoring will focus on program implementation and operations. Monitoring will be conducted by Parish twice during the Term (as defined below).

4. TERMINATION AND BINDING NATURE

4.1 The term of this Agreement shall begin on January 1, 2016 and end on December 31, 2016 (the "Term"). The Term may be renewed upon the consent of both parties for an additional term of one (1) year, under the same terms and conditions, with said renewal contingent upon the appropriation of funds by Parish necessary to fulfill the requirements of the Agreement, as renewed.

4.2 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.

4.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

4.4 Should any party seek to terminate this Agreement for any reason prior to the expiration of the Term, the party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.

4.5 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

5.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

- 5.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 5.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- 5.4 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 5.5 The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
- 5.6 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.
- 5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 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)) in carrying out the provisions of this Agreement.
- 5.9 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.
- 5.10 The parties recognize that circumstances may necessitate staffing changes, which may be implemented at the discretion of the Bush Food Pantry as long as the services described in this Agreement are not adversely affected.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

7. **NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

8. **NOTICES**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to Bush Food Pantry:

Pamela K. Parker, President/Director
P.O. Box 264
Bush, LA 70431

If to the Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(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 effective as of March 20, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Thelma M. [Signature]
Leski Long

ST. TAMMANY PARISH GOVERNMENT

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

THUS DONE AND SIGNED effective as of Feb 20, 2016 in the presence of the undersigned witnesses.

WITNESSES:

X Dorsey Little
X Hal Wood

BUSH FOOD PANTRY

BY: Pamela K. Parker
Pamela K. Parker
President/Director

Exhibit "A"
Monthly Client Reporting Form



The Bush Food Pantry, LA, Inc.
2016-(Nutrition Services)
Client Reporting Form

Program Name: Bush Food Pantry - Nutrition Services

Month:
mm/yy

	Client ID number	Date of Service	Client Zip Code	# of Family Members Served	STP Resident (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					

Reporting Month Food Purchases	525,000 1/12=\$20,833.33 3 Balance
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REPORT TOTALS	
Monthly Total	GOAL
Individual Total	135
Family Total	
Total	135

Expenses:	
Food/PH items	
Total	

Approximate value of one basket