

4th AMENDMENT TO:

PO# 2000121720
OCR # N/A
CFMS # 727482
AMENDMENT # 4
CFDA # 14.228
Grant # B-13-DS-22-0001
Year 2013
DUNS # 072625080

COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM
HURRICANE ISAAC

BY AND BETWEEN
STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT (OCD)

AND

PLAQUEMINES PARISH (GRANTEE)

EFFECTIVE January 1, 2016

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 2:

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Program, shall make available to Grantee disaster recovery funds up to the maximum amount of two million, one hundred thirty eight thousand, nine hundred and 00/100 dollars (\$2,138,900.00) (the "Grant Funds") for the purpose of funding

Grantee's activities under the Hurricane Isaac Parish Implemented Program (the "Program").

CHANGE AGREEMENT TO:

Page 2:

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Program, shall make available to Grantee disaster recovery funds up to the maximum amount of five million, one hundred thirty eight thousand, nine hundred and 00/100 dollars (\$5,138,900.00) (the "Grant Funds") for the purpose of funding Grantee's activities under the Hurricane Isaac Parish Implemented Program (the "Program").

CHANGE AGREEMENT FROM:

Revised (7-2015) Exhibit 1

CHANGE AGREEMENT TO:

Revised (1-2016) Exhibit 1, attached hereto and made a part hereof.

Reason for amendment:

To increase by \$3,000,000 for housing programs to pay for the cost of housing rehabilitations/elevations for LMI-families whose homes were damaged by Hurricane Isaac and revise per HUD requirements.

BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY.

**REVISED (1-2016) EXHIBIT 1
BUDGET**

The Proposed "Budget" for this Agreement is as follows:

Activity	Funding	Applicable Action Plan
Administrative Expenses	\$29,000	Initial Action Plan
Infrastructure Projects		
Housing Projects	\$800,000	Partial Action Plan 3
Housing Projects	\$300,000	Initial Action Plan
Housing Projects	\$1,009,900	Grant Agreement #7
Housing Projects	\$3,000,000	Grant Agreement #9
Total	\$5,138,900	

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement.

Funds must be expended within two years of the date that HUD obligates the funds to the State through the corresponding Action Plan or Partial Action Plan, as set forth above in the column entitled "Applicable Action Plan" in the Budget. Grantee shall comply with all program requirements, as determined by the OCD, designed to meet this deadline. Failure by Grantee to timely spend funds may result in the reallocation of funds by the State. It is Grantee's responsibility to require that all of its contractors, and all tiers of their subcontractors, adhere to this deadline.

Office of Community Development
P.O. Box 94095
Eaton Rouge, Louisiana 70804-9095
Facsimile: 225-342-1947

To Grantee:

Amos Cormier, Jr.
~~William Nurgesser~~
Parish President
Plaquemines Parish Government
8056 Highway 23
Suite 200
Belle Chase, La 70037

R. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

S. Prohibited Activity

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

T. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Part 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.