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DISASTER RECOVERY UNIT

2nd AMENDMENT TO:

PO# 2000129749
OCR # N/A
CFMS # 731680
AMENDMENT # 2
DUNS# 051572113
CFDA 14.228
Grant # B-13-DS-22-0001
Year 2013

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

BY AND BETWEEN
STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

LIVINGSTON PARISH

EFFECTIVE APRIL 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 one hundred thirty seven thousand, one hundred fifteen and 58/100 dollars (\$137,115.58) (the "Grant Funds") for the purpose of funding Grantee's activities under the Hurricane Isaac Parish Hazard Mitigation Assistance LMI Cost Share 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 two hundred thirty four thousand, seven hundred eighty seven and 07/100 dollars (\$234,787.07) (the "Grant Funds") for the purpose of funding Grantee's activities under the Hurricane Isaac Parish Hazard Mitigation Assistance LMI Cost Share Program (the "Program").

CHANGE AGREEMENT FROM:

PAGE 4:

I. SCOPE OF AGREEMENT

D. Statement of Work

8. Assurances

Grantee shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations and all Program requirements. It shall be Grantee's responsibility to require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto and incorporated herein as Revised Appendix A, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the administrator of the recovery efforts of the Parish, bears sole responsibility for implementing such recovery efforts.

Grantee shall be responsible for implementation of infrastructure improvements in compliance with any applicable federal and state procurement and bid laws and regulations and in adherence with the Louisiana Public Works Act.

CHANGE AGREEMENT TO:

PAGE 4:

I. SCOPE OF AGREEMENT

D. Statement of Work

8. Assurances

Grantee shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee's responsibility to require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto and incorporated herein as Revised Appendix A, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the administrator of the recovery efforts of the Parish, bears sole responsibility for implementing such recovery efforts.

Grantee shall be responsible for implementation of infrastructure improvements in compliance with any applicable federal and state procurement and bid laws and regulations and in adherence with the Louisiana Public Works Act.

CHANGE AGREEMENT FROM:

PAGE 9:

IV. ADMINISTRATIVE REQUIREMENTS

C. Documentation and Record-Keeping

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

CHANGE AGREEMENT TO:

PAGE 9:

IV. ADMINISTRATIVE REQUIREMENTS

C. Documentation and Record-Keeping

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

CHANGE AGREEMENT FROM:

PAGE 12:

V. HUD/CDBG COMPLIANCE PROVISIONS

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's

Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

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PAGE 12:

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Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

CHANGE AGREEMENT FROM:

Revised Exhibit 1, Budget

CHANGE AGREEMENT TO:

Revised Exhibit 1(4-2016), Budget (See attached which is incorporated herein and made a part hereof.)

(Balance of this page left blank intentionally.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Livingston Parish and the State of Louisiana, Division of Administration, Office of Community Development have caused this Amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

Signed:  Date 10-26-16

Name: Patrick W. Forbes

Executive Director

Title: _____

Office of Community Development

Signed:  Date 10/3/2016

Name: Desiree Honore Thomas

Title: Assistant Commissioner, DOA

Division Of Administration

Signed:  Date _____

Name: Layton Ricks

Title: Parish President

Grantee

**REVISED EXHIBIT 1(4-2016)
BUDGET**

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

Activity	Funding	Applicable Action Plan
HMA LMI Cost Share	\$137,115.58	First Partial Action Plan
HMA LMI Cost Share	\$598.35	Grant Agreement #10
HMA LMI Cost Share	\$97,073.14	Grant Agreement #12
Total	\$234,787.07	

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.

To Grantee:
Mark Harrell
Director
Livingston Parish Office of Homeland Security and Emergency Preparedness
P.O. Box 1060
Livingston, LA 70754
225-686-3066
225-686-7280 fax
Lehsepl@lpgov.com

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.

U. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall

