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2016 JUN 16 AM 9:12

5th AMENDMENT TO:

PO# 2000121720
OCR # N/A
CFMS # 727482
AMENDMENT # 5
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 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 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 eight million, nine hundred thirty eight thousand, nine hundred and 00/100 dollars (\$8,938,900.00) (the "Grant Funds") for the purpose of funding Grantee's activities under the Hurricane Isaac Parish Implemented Program (the "Program").

CHANGE AGREEMENT FROM:

PAGE 5:

I. SCOPE OF AGREEMENT

D. Statement of Work

9. 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 5:

I. SCOPE OF AGREEMENT

D. Statement of Work

9. 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.

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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 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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CHANGE AGREEMENT FROM:

Revised (1-2016) Exhibit 1

CHANGE AGREEMENT TO:

Revised (5-2016) Exhibit 1, attached hereto and made a part hereof.


Reason for amendment:

To increase by \$3,800,000 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 and DOA requirements.

BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY.

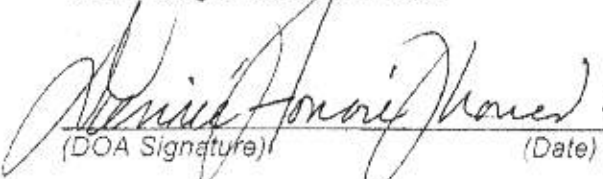
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date set forth above.



(signature) 7.6.16
date

Name: Patrick W. Forbes
Title: Executive Director
Office of Community Development
617 North Third Street, 6th Floor
Baton Rouge, Louisiana 70802



(DOA Signature) 7/8/2016
(Date)


Name: Desiree Honoré Thomas
Title: Assistant Commissioner, DOA




(signature) 6/13/16
date

Name: Amos Cormier Jr.
Title: Parish President
Plaquemines Parish

~~Approved as to form and substance with reservation
as to correctness and enforceability of
PP6 program for purposes of 2nd letter
to all departments by [unclear] MP
that the funds are available unencumbered
Main Bufile # [unclear]~~



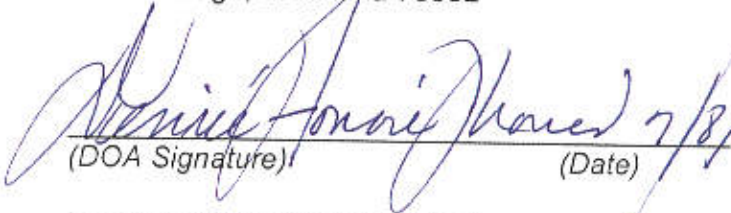
Edward Theriot
Interim Parish President


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 7.6.16
(signature) date

Name: Patrick W. Forbes
Title: Executive Director
Office of Community Development
617 North Third Street, 6th Floor
Baton Rouge, Louisiana 70802

 7/8/2016
(DOA Signature) (Date)

Name: Desiree Honoré Thomas
Title: Assistant Commissioner, DOA

 6/13/16
(signature) date

Name: Amos Cormier Jr.
Title: Parish President
Plaquemines Parish

Approved as to form only, with reservation
as to over breadth and responsibility of
PP6 to guarantee the availability of 2nd party
to all requirements required by MP
that the funds are available unencumbered
Meln Burmaster

Save for proof of
original signatures
only.
Boris B. [Signature]

**REVISED (5-2016) 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
Housing Projects	\$3,800,000	Grant Agreement #12
Total	\$8,938,900	

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
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-342-1947

To Grantee:

~~William Nungesser~~
Interim Parish President
Plaquemines Parish Government
8056 Highway 23
Suite 200
Belle Chase, La 70037

Edward Theriot

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.

