

3rd AMENDMENT TO:

PO# 2000121720
OCR # N/A
CFMS # 727482
AMENDMENT # 3
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 JULY 1, 2015

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 million, one hundred twenty-nine thousand and 00/100 dollars (\$1,129,000.00) (the "Grant Funds") for the purpose of funding Grantee's

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

B. Implementation of Agreement

Grantee's rights and obligations under this Agreement are as a grant recipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the OCD's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances and Certifications (attached hereto as Appendix A) executed by Grantee and made a part hereof. The OCD's providing of Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all program and CDBG regulations, guidelines and standards.

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 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").

B. Implementation of Agreement

Grantee's rights and obligations under this Agreement are as a grant recipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the OCD's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances and Certifications (attached hereto as Revised Appendix A) executed by Grantee and made a part hereof. The OCD's providing of Grant Funds under this Agreement

is specifically conditioned on Grantee's compliance with this provision and all program and CDBG regulations, guidelines and standards.

In the event that Grantee, in the use the Grant Funds, in turn has one or more sub-recipients, Grantee is responsible to ensure that Grantee's policies and program documents are compliant with the all laws, regulations, executive orders and other requirements which apply to the use of the Grant Funds made available through this Agreement.

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. It shall be Grantee's responsibility to require that all of its contractors, and all tiers of their subcontractors, adhere to all applicable state and federal laws and regulations, 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 and Certifications, attached hereto and incorporated herein as 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. 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 6, SECTION I SCOPE OF AGREEMENT

E. Contract Monitor/Performance Measures

The contract monitor for the OCD on this Agreement is the Executive Director of the OCD, or his designee. The performance measures for this Agreement shall include the successful performance and completion of Agency's obligations as provided in this Agreement and any attachments.

Agency shall submit to the OCD, on a schedule and dates to be provided by the OCD, a report of project progress and beneficiary data in a format to be provided by the OCD. Reporting requirements may require Agency to obtain data from third parties (i.e. persons that receive grant funds or other beneficiaries of the program(s) funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Agency's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Change Agreement to:

Page 6, SECTION I SCOPE OF AGREEMENT

E. Contract Monitor/Performance Measures

The contract monitor for the OCD on this Agreement is the Executive Director of the OCD, or his designee. The performance measures for this Agreement shall include the successful performance and completion of Agency's obligations as provided in this Agreement and any attachments. Agency shall submit to the OCD, on a schedule and dates to be provided by the OCD, but not less than every six months, a report of project progress and beneficiary data in a format to be provided by the OCD. Reporting requirements may require Agency to obtain data from third parties (i.e. persons that receive grant funds or other beneficiaries of the program(s) funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Agency's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Change Agreement from:

Page 10, SECTION 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 10, SECTION 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:

Revised (1-2015) Exhibit 1

CHANGE AGREEMENT TO:

Revised (7-2015) Exhibit 1, attached hereto and made a part hereof.

Reason for amendment:

To increase by \$1,009,900 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 (7-2015) 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
Total	\$2,138,900	

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

To Grantee:

Amos Cormier, Jr.
~~William Nungesser~~
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.