

5th AMENDMENT TO:

OCR # N/A  
CFMS # 727354  
AMENDMENT # 5  
CFDA # 14.228  
Grant # B-13-DS-22-0001  
Year 2013  
DUNS # 039961065  
PO # 2000112261

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, DISASTER RECOVERY UNIT (OCD)

AND

ST. JOHN THE BAPTIST 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 ten million, twenty two thousand, five hundred forty four and 99/100 dollars (\$10,022,544.99) (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 ten million, four hundred forty nine thousand, one hundred ninety five and 73/100 dollars (\$10,449,195.73) (the "Grant Funds") for the purpose of funding Grantee's activities under the Hurricane Isaac Parish Implemented Program (the "Program").

CHANGE AGREEMENT FROM:

Page 6:

**I. SCOPE OF AGREEMENT**

**E. Contract Monitor/Performance Measures**

The contract monitor for the OCD on this Agreement shall be 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:

**I. SCOPE OF AGREEMENT**

**E. Contract Monitor/Performance Measures**

The contract monitor for the OCD on this Agreement shall be 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, including, but not limited to, the grantee's duty of monitoring and enforcement of its contracts and sub-recipient agreements. 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:

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 \$500,000 for a small business loan and grant program for businesses damaged by Hurricane Isaac and reduce \$73,349.26 in administrative expenses for a net increase of \$426,650.74.

BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY.



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

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

<b>Activity</b>	<b>Funding</b>	<b>Applicable Action Plan</b>
Administrative Expenses	\$55,000.00	Initial Action Plan
Infrastructure Projects		
Rehabilitation/Elevation/ Demolition/Homebuyer Assistance programs	\$1,083,398.00	Partial Action Plan #4
Rehabilitation/Elevation/ Demolition/Homebuyer Assistance programs	\$617,627.00	Partial Action Plan #4
Rehabilitation/Elevation/ Demolition/Homebuyer Assistance programs	\$740,925.99	Partial Action Plan #1
Rehabilitation/Elevation/ Demolition/Homebuyer Assistance programs	\$7,452,244.74	Grant Agreement #6
Small Business Loan and Grant program	\$500,000.00	Grant Agreement #10
<b>Total</b>	<b>\$10,449,195.73</b>	

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.

Because of this two year expenditure deadline, TIME IS OF THE ESSENCE for grantee to comply with its obligations under this Agreement.

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

**To Grantee:**

Natalie Robottom  
Parish President  
St. John the Baptist Parish  
1801 W. Airline Hwy  
LaPlace, LA 70068  
985-652-9569 ext 1149  
[parishpres@sjbparish.com](mailto:parishpres@sjbparish.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.