

2nd AMENDMENT TO:

OCR # N/A
CFMS # 731233
AMENDMENT # 2
DUNS# 075077511
CFDA 14.228
Grant # B-13-DS-22-0001
Year 2013
PO# 2000129977

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

TERREBONNE PARISH

EFFECTIVE NOVEMBER 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 fifty eight thousand, seven hundred ninety six and 25/100 dollars (\$58,796.25) (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 sixteen thousand, three hundred twenty one and 25/100 dollars (\$216,321.25) (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:

Revised Exhibit 1, Budget

CHANGE AGREEMENT TO:

Revised Exhibit 1 (11-2015), 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.

Terrebonne 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 12/16/15

Name: Patrick W. Forbes
Executive Director

Title: _____

Office of Community Development
617 N. Third St., 6th Floor LaSalle Building
Baton Rouge, Louisiana 70802

Signed:  _____ Date _____

Name: Michel H. Claudet

Title: Parish President

Grantee

**REVISED EXHIBIT 1 (11-2015)
BUDGET**

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

Activity	Funding	Applicable Action Plan
HMA LMI Cost Share	\$216,321.25	Grant Agreement #8
Total	\$216,321.25	

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:
Michael H. Claudet
President
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70361
985-873-6565
jgerbasi@tpcg.org

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 such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local

