

OCR # 107-901362
CFMS # 684276
AMENDMENT #2

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT

SECOND AMENDMENT TO THE
COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM THROUGH THE
PARISH-IMPLEMENTED RECOVERY PROGRAM

ST. CHARLES PARISH

This Second Amendment to the Agreement (the “Second Amendment”) is effective the 1st day of December, 2009 and is entered into by and between ST. CHARLES PARISH (“Grantee”) and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD”), each represented herein by their undersigned authorized representatives. Grantee and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

PREAMBLES

WHEREAS, Grantee and the OCD entered into an Agreement effective March 19, 2009, which made available to Grantee up to two million, six hundred forty-two thousand, four hundred eighteen and 00/100 (\$2,642,418.00) Dollars for the purpose of funding Grantee’s activities under the Parish-Implemented Recovery Program in the Parish (the “Agreement”); and

WHEREAS, on December 1, 2009, Grantee and the OCD entered into the First Amendment to the Agreement, which, among other things, amended the Agreement to make available to Grantee up to four million, nine hundred thirty-four thousand, two hundred sixty-six and 00/100 dollars (\$4,934,266.00) for the purpose of funding Grantee’s activities under the Parish-Implemented Recovery Program and the Sustainable Coastal Communities Program in the Parish; and

WHEREAS, Action Plan Amendment Number 3, approved by HUD on December 30, 2009, proposed using funds from the Statewide Unmet Needs Initiative for the Economic Revitalization Program (the “Economic Revitalization Program”). Action Plan Amendment Number 8, approved by HUD on February 16, 2011, allocates additional funds from the Disaster Recovery Enhancement Fund (DREF) to the Economic Revitalization Program through the Statewide Unmet Needs Initiative; and

WHEREAS, Grantee has or will apply for assistance from the CDBG Disaster Recovery Program through the Economic Revitalization Program for recovery assistance; and

WHEREAS, an additional public purposes to be derived from this Agreement is to provide for Louisiana's near and long-term capital needs through the Economic Revitalization Program; and

WHEREAS, the Parties now wish to enter into this Second Amendment to further amend the Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. Section "I (A): Grant Award" is deleted in its entirety and the following is substituted in lieu thereof:

- 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 gross amount of seven million, nine hundred thirty four thousand, two hundred sixty six and 00/100 (\$7,934,266.00) Dollars (the "Grant Funds") for the purpose of funding Grantee's activities under the Parish-Implemented Recovery Program, the Sustainable Coastal Communities Program¹ and the Economic Revitalization Program² (the "Program").

Grantee may elect, in a writing signed by Grantee and the OCD, to direct all or a portion of the Grant Funds to the State for use within the Parish through the "State-Implemented Recovery Program," as defined by the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (available at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>). If Grantee makes such an election, the Grant Funds available to Grantee under this Agreement shall be reduced by the amount directed to the State for use through the State-Implemented Recovery Program within the Parish. The OCD may require this Agreement to be amended to reflect the redirection of Grantee's Grant Funds

¹ One hundred twenty five thousand and 00/100 (\$125,000.00) Dollars of Grantee's Grant Funds are for specific use under the Sustainable Coastal Communities Program and cannot be used by Grantee for any other program.

² Three million and 00/100 (\$3,000,000) Dollars of Grantee's Grant Funds are for specific use under the Economic Revitalization Program and cannot be used by Grantee for any other program (the "Economic Revitalization Grant Funds").

from the Parish-Implemented Recovery Program to the State-Implemented Recovery Program.

- II. Section "I(C): Goals and Objectives" is deleted in its entirety and the following is substituted in lieu thereof:

C. Goals and Objectives

The activities of the Program are expected to assist Grantee in the execution of the Parish-Implemented Recovery Program and the Economic Revitalization Program within the Parish, which are designed to promote the housing, infrastructure and economic recovery of the Parish and the State with regard to damage caused by Hurricanes Gustav and Ike.

- III. Section "I(D)(1): The Proposal" is deleted in its entirety and the following is substituted in lieu thereof:

1. The Proposal

Grantee shall submit to the OCD for approval a Recovery Proposal (the "Proposal") designed to address the housing, infrastructure, economic recovery and revitalization, and/or affordable rental housing needs of the Parish. The Proposal shall be submitted to the OCD on a form provided by the OCD and shall include the percentage of Grant Funds that will be used by the Parish for (1) the Housing Program, (2) the Infrastructure Program, (3) the Economic Development Program, and (4) for administration and planning. The Proposal must comply with all requirements of the Parish-Implemented Recovery Program, as set forth in the Action Plan and all current, pending and future application Action Plan Amendment(s) (available at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>). The OCD shall make an approval determination of the Proposal pursuant to current OCD program guidelines (hereinafter "OCD policy"), HUD guidelines and regulations, and other applicable state and federal laws and regulations. If the Proposal is approved, the OCD shall provide Grantee with written notice of approval.

The approved Proposal may be amended in a writing signed by both parties.

The "Budget" for the Program shall be as follows:

Parish-Implemented Recovery Program	
Infrastructure Programs	\$4,785,220
Administrative Costs	\$24,046
Sustainable Coastal Communities Program	\$125,000
Economic Revitalization Program	\$3,000,000
TOTAL	\$7,934,266

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, subject to any mandatory expenditure noted in this Agreement.

IV. Section "I(D)(12): Grantee's Activities under the Sustainable Coastal Communities Program" is deleted in its entirety and the following is substituted in lieu thereof:

12. Grantee's Activities under the Sustainable Coastal Communities Program

Grantee shall submit to the OCD for approval an application for project(s) to be funded under the Sustainable Coastal Communities Program within the Parish. The application shall include a detailed final budget and a project schedule. The OCD, at its sole discretion, shall make approval determinations for projects funded under the Sustainable Coastal Communities Program pursuant to current OCD policy and CDBG and HUD guidelines and regulations. If a project is approved, the OCD shall provide Grantee with a written notice of approval. No Grant Funds shall be drawn by Grantee under this Agreement for activities under the Sustainable Coastal Communities Program unless approved by the OCD in writing. If a project is not approved by the OCD, Grantee shall submit a revised application to the OCD for consideration.

Grantee shall conduct all activities under the Sustainable Coastal Communities Program in compliance with current OCD policy, all applicable HUD regulations and guidelines and the Action Plan and all current, pending and future applicable Action Plan Amendments.

- V. Section "I(D)(13): Grantee's Activities under the Economic Revitalization Program" is added after Section "I(D)(12): Grantee's Activities Under the Sustainable Coastal Communities Program":

13. Grantee's Activities under the Economic Revitalization Program

Grantee shall use the Economic Revitalization Grant Funds to construct the St. Charles Parish Community Center (the "Community Center"). Grantee shall conduct all activities under the Economic Revitalization Program in compliance with current OCD policy, all applicable HUD regulations and guidelines and the Action Plan and all current, pending and future applicable Action Plan Amendments.

Before any Grant Funds are drawn under this Agreement, Grantee shall submit an application, with a detailed budget and project schedule, to the OCD for approval. The OCD will make an approval determination pursuant to statutes and regulations governing the use of the Grant Funds. The OCD approval of the application, budget and project schedule is a pre-condition to the expenditure of Economic Revitalization Grant Funds. The application, project schedule and budget accepted in writing by OCD may not be amended without the further written consent of OCD.

It is currently anticipated that the Community Center will cost approximately eleven million, eight hundred eight thousand, eight hundred dollars and 00/100 (\$11,808,800.00). Use of the Grant Funds provided under this Agreement is contingent upon verification by the OCD of the initial and continued availability of additional funding sources. In the event that any portion of the additional funding sources is deemed by the OCD to be unavailable or thereafter become unavailable, the OCD may in its discretion deem as acceptable alternate sources of funding for the Community Center which the Grantee demonstrates are available to it for completion of the Community Center.

Grantee may increase the size of the Community Center with the OCD's written approval without the need to amend this Agreement. Such approval shall not be deemed to entitle Grantee to any additional funds under this Agreement.

- VI. Section "III (A): Term of Agreement" is deleted in its entirety and the following is substituted in lieu thereof:

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence on the date hereof and continue in full force and effect until Grantee has completed all requirements of this Agreement in

accordance with, and subject to, the terms and provision hereof, including the closeout of every project funded in whole or in part by this Agreement.

- VII.** Section “V (F): Use and Reversion of Assets” is deleted in its entirety and the following is substituted in lieu thereof:

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under Grantee’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after the closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems appropriate). If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period described above, or such longer period as the OCD deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

- VIII.** It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

The Parties have executed on the date set forth next to their respective signatures below, but effective as of the date first above written.

OFFICE OF COMMUNITY DEVELOPMENT

Name: _____
Title: _____
Date: _____

ST. CHARLES PARISH, GRANTEE

V. J. St. Pierre, Jr., Parish President
Date: _____