PO # 2000773987 CFDA # 14.228 Grant # B-21-DF-22-0001/2021 Grant # B-22-DF-22-0001/2021 AMENDMENT #1

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, (OCD)

AND

ST. CHARLES PARISH

EFFECTIVE: June 1, 2024

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 3:

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 Programs, shall make available to Grantee disaster recovery funds up to the maximum amount of three million, eight hundred ninety-seven thousand, one hundred eighty and 00/100 dollars (\$3,897,180.00) (the "Grant Funds") for the purpose of funding Recovery Programs (Hometown Revitalization Program and Resilient Communities Infrastructure Program) in St. Charles Parish (the "Program"), as identified in Exhibit A to this agreement.

CHANGE AGREEMENT TO:

Page 3:

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 Programs, shall make available to Grantee disaster recovery funds up to the maximum amount of eleven million sixty-six thousand five hundred seventy-six and 98/100 (\$11,066,576.98) (the "Grant Funds") for the purpose of funding Recovery Program, Resilient Communities Infrastructure Program in St. Charles Parish (the "Program"), as identified in Exhibit A to this agreement.

CHANGE AGREEMENT FROM:

Page 7:

D. The Program

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

CHANGE AGREEMENT TO:

Page 7:

D. The Program

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the OCD, the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

CHANGE AGREEMENT FROM:

Exhibit B Budget

CHANGE AGREEMENT TO:

Revised Exhibit B Budget, attached hereto and incorporated herein.

ADD TO PAGE 2:

WHEREAS, on March 4, 2024, HUD approved Louisiana's Action Plan Amendment Number 4 to the Louisiana Office of Community Development's (OCD) Master Action Plan for Hurricanes Laura, Delta and Ida and the May 2021 Severe Storms to revise existing program budgets and consolidate the Hometown Revitalization Program into the Resilient Communities Infrastructure Program.

Reason for Amendment:

To revise required HUD and/or DOA clauses, the preambles and increasing the budget by \$7,169,396.98 to include the additional Ida II allocations for project needs.

(Balance of this page left blank intentionally.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

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OFFICE OF COMMUNITY DEVELOPMENT

By:			
Name: Gina Campo			
Title: Executive Director			
9/6/2024 Date:			

GRANTEE	
By:	DocuSigned by: Matthew _fewell B5AABEC5F77E403
Name:	Matthew Jewell
Title:	Parish President, St.Charles Parish
Date:	9/6/2024

St. Charles Parish RCIP Recovery Program Amend 1

REVISED EXHIBIT B

BUDGET

St. Charles Parish Ida/May I Grant # B-21-DF-22-0001/2021 Ida/May II Grant # B-22-DF-22-0001/2021

Ida/May I

Direct Project Costs	\$3,312,603.00
Planning Costs	\$194,859.00
Activity Deliver Costs	\$389,718.00
	\$3,897,180.00
Ida/May II	
Direct Project Costs	\$6,093,987.43
Planning Costs	\$0.00
Activity Delivery Costs	\$1,075,409.55
	\$7,169,396.98

Total \$11,066,576.98

Eligible expenses include:

- 1. Salaries and benefits
- 2. Third-party contractors to support program activities; such activities must be procured in accordance with 2 CFR 200.318 General Procurement Requirements and any additional applicable federal, state or local requirements.
- 3. Purchasing or leasing of movable equipment.
- 4. Costs associated with training staff. Eligible training costs are limited to salaries and benefits, workshop, seminar and other types of conference fees, professional certification and membership fees, materials and supplies, and travel, subject to PPM49.
- 5. Operational costs.

It is intended that the performance of the work under this Agreement, with the exception of the professional services listed above, shall be provided directly by Agency staff, rather than through third parties. Should Agency desire the use of third party contract support, such support must be approved in writing by OCD in advance. OCD will either require a pre-proposal cost analysis of the third party support or alternatively provide such analysis to the Agency. OCD approval is required for contracts which are inconsistent with the pre-proposal cost analysis. Agency is responsible for properly procuring any third party support in compliance with the OCD and federal requirements. Failure to comply with OCD or federal requirements may render the associated expenses ineligible for reimbursement and/or require repayment from the Agency. Agency must submit a quarterly monitoring report and request for reimbursement of eligible costs

incurred for reimbursement.

The Parties may agree, in writing, to a revision of the Budget or reallocation of funds between categories with 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.

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