



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbp.net

#20

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel "Monty"
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, APRIL 17, 2018 AT THREE O'CLOCK P.M.

On motion of Mr. Gorbaty, seconded by Mrs. Alcon it was moved to adopt the following resolution:

RESOLUTION SBPC #1828-04-18

A RESOLUTION SUPPORTING THE PARISH PRESIDENT TO SIGN AMENDMENT NO. 5 TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN ST. BERNARD PARISH GOVERNMENT and LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT, TO EXTEND THE AGREEMENT TO REDUCE, THE MAXIMUM AMOUNT TO ALLOW THE STATE TO PAY GRANT MANAGEMENT SERVICES AND TO REVISE CLAUSES IN ACCORDANCE WITH HUD AND OCD GUIDELINES.

WHEREAS, St. Bernard Parish Government, the St. Bernard Parish Tax Assessor, and Louisiana Office of Community Development entered into a Cooperative Endeavor Agreement (hereinafter "CEA") regarding the expenditure of CDBG funds in St. Bernard Parish; and,

WHEREAS, it is in the best interest of the citizens of St. Bernard to amend the CEA to extend the end date of the CEA by three years, to reduce the overall grant amount by \$225,000.00 to allow the state to pay grant management services and to revise the CEA in accordance with HUD and OCD guidelines; and,

WHEREAS, the St. Bernard Parish Council decrees that Amendment No 5, attached hereto as Exhibit "A", is a proper and fair Amendment to the CEA.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support the efforts of the Parish President in executing Amendment No. 5, attached hereto as Exhibit "A".



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpq.net

Kerri Callais
*Councilmember
at Large*

Page -2-
Extract #20 continued
April 17, 2018

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

Nathan Gorbaty
*Councilmember
District B*

YEAS: Gorbaty, Luna, Alcon

Howard Luna
*Councilmember
District C*

NAYS: None

Wanda Alcon
*Councilmember
District D*

ABSENT: McCloskey, Montelongo, Lewis

The Council Chair, Ms. Callais, cast her vote as **YEA**.

**Manuel "Monty"
Montelongo III**
*Councilmember
District E*

And the motion was declared **adopted** on the 17th day of April, 2018.

Roxanne Adams
Clerk of Council

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, April 17, 2018.

Witness my hand and the seal
of the Parish of St. Bernard on
this 17th day of April, 2018.

ROXANNE ADAMS
CLERK OF COUNCIL

**Resolution SBPC # 1828-04-18
Exhibit "A"**

PO # 2000121417
Office of Contractual Review # 107-801211
CFMS # 668266
Amendment # 5
DUNS # 612127423
CFDA # 14.228
Grant # B-06-DG-22-0001
Year 2006

Amendment to Agreement between State of Louisiana
(Division of Administration)
(Office of Community Development)
AND

St. Bernard Parish Government
Long Term Community Development

Effective Date: February 1, 2018

Amendment Provisions

Change Agreement from:

Page 2, II. SCOPE OF SERVICES

A. Grant Award

OCD, as administrator of the CDBG Disaster Recovery Program, subject to the terms and conditions of this Agreement, shall make available to Grantee Disaster Recovery funds up to the gross amount of Ninety Million, Eight Hundred Thirty Thousand, Nine Hundred Sixty Nine and no/100 (\$90,830,969.00) Dollars ("the Grant Funds") for the purpose of funding the implementation of the long term community recovery plans of St. Bernard Parish (the "Program").

Resolution SBPC # 1828-04-18
Exhibit "A"

Change Agreement to:

Page 2, II. SCOPE OF SERVICES

A. Grant Award

OCD, as administrator of the CDBG Disaster Recovery Program, subject to the terms and conditions of this Agreement, shall make available to Grantee Disaster Recovery funds up to the gross amount of Ninety Million, Six Hundred Five Thousand, Nine Hundred Sixty Nine and no/100 (\$90,605,969.00) Dollars ("the Grant Funds") for the purpose of funding the implementation of the long term community recovery plans of St. Bernard Parish (the "Program").

Change Agreement from:

Page 7, SECTION IV TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Grantee and OCD hereby agree that the term of this Agreement shall begin on June 5, 2008 and continue for a period of one hundred twenty (120) months from June 5, 2008. It is expressly understood between the parties that construction projects commenced and/or completed prior to the execution of this Agreement are eligible for grant funding under the terms of this Agreement.

:
:

Change Agreement to:

Page 7, SECTION IV TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Grantee and OCD hereby agree that the term of this Agreement shall begin on June 5, 2008 and end on June 4, 2021 unless otherwise terminated prior to such time in accordance with the terms and conditions of this Agreement. It is expressly understood between the parties that construction projects commenced and/or completed prior to

Resolution SBPC # 1828-04-18
Exhibit "A"

the execution of this Agreement are eligible for grant funding under the terms of this Agreement.

⋮

Change Agreement from:

Page 10. SECTION V. HUD/CDBG COMPLIANCE PROVISIONS: F. Use and Reversion of Assets

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 expiration of this Agreement (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, 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.

Resolution SBPC # 1828-04-18
Exhibit "A"

Change Agreement to:

Page 10, SECTION V. HUD/CDBG COMPLIANCE PROVISIONS; F. Use and Reversion of Assets

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 expiration of this Agreement (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, 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.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that

Resolution SBPC # 1828-04-18
Exhibit "A"

the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

Add:

Page 11, SECTION V. HUD/CDBG COMPLIANCE PROVISIONS;

L. Documentation and Record-Keeping

4. 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 the final closeout of the OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

Purpose of amendment:

To extend the Agreement to June 4, 2021 to finish the program and to reduce the Agreement by \$225,000 to pay for associated grant management costs through a separate contract with Pan American Engineers. Also to revise the contract language to conform to latest requirements.

BALANCE OF RTHIS PAGE LEFT BLANK INTENTIONALLY.

**Resolution SBPC # 1828-04-18
Exhibit "A"**

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:

OFFICE OF COMMUNITY DEVELOPMENT

By: _____

Name: _____

Title: _____

Date: _____

DIVISION OF ADMINISTRATION

By: _____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner, DOA

Date: _____

GRANTEE

By: _____

Name: _____

Title: _____

Date: _____