



St. Bernard Parish Council

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

#15

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, MAY 21, 2019 AT THREE O'CLOCK P.M.

On motion of Mr. Montelongo, seconded by Mr. McCloskey, it was moved to **adopt** the following resolution:

RESOLUTION SBPC #1946-05-19

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN AN AMENDMENT TO AGREEMENT WITH THE STATE OF LOUISIANA, REPRESENTED BY THE DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT, FOR FISHERIES INFRASTRUCTURE ASSISTANCE PROGRAM, HARBOR OF REFUGE.

WHEREAS, the purpose of the amendment is to reduce by \$38,970 to pay for grant management expenses through another agreement with Pan American Engineers and to revise clauses to comply with HUD and DOA requirements.

WHEREAS, it is in the best interest of the citizens of St. Bernard Parish for St. Bernard Parish Government to sign said amendment to agreement.

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, on behalf of St. Bernard Parish Government, to execute the amendment to agreement for Fisheries Infrastructure Assistance Program, Harbor of Refuge.

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

YEAS: McCloskey, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: Gorbaty

The Council Chair, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 21st day of May, 2019.

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



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*Councilmember
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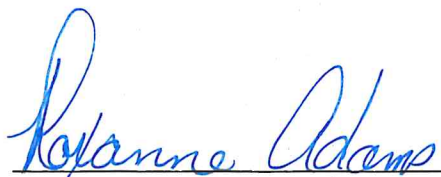
Roxanne Adams
Clerk of Council

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Extract # 15, continued
May 21, 2019

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, May 21, 2019.

Witness my hand and the seal
of the Parish of St. Bernard on
this 21st day of May, 2019.


ROXANNE ADAMS
CLERK OF COUNCIL

PO# 2000130457
Office of Contractual Review # 107-001441
CFMS # 689228
DUNS # 612127423
CFDA 14.228
Grant # B-06-DG-22-0001
Year 2006
Amendment # 4

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

St. Bernard Parish Government
Fisheries Infrastructure Assistance Program
Harbor of Refuge

Effective Date: March 1, 2019

Amendment Provisions

Change Agreement from:

Page 2, SECTION 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 Seven Hundred Ninety Three Thousand, Five Hundred and One and no/100 (\$793,501.00) Dollars ("the Grant Funds") for the purpose of funding the implementation of the selected fisheries infrastructure recovery projects (the "Program").

Change Agreement to:

Page 2, SECTION 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 Seven Hundred Fifty Four Thousand, Five Hundred Thirty One and no/100 (\$754,531.00) Dollars ("the Grant Funds") for the purpose of funding the implementation of the selected fisheries infrastructure recovery projects (the "Program").

Change Agreement from:

Page 4, SECTION II SCOPE OF SERVICES

D. Statement of Work

4. Grantee shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations and all Program requirements. It shall be Grantee's responsibility to require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and Program requirements, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee shall execute a Statement of Assurances, attached hereto and made a part hereof, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

Change Agreement to:

Page 4, SECTION II SCOPE OF SERVICES

D. Statement of Work

4. Grantee shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations and all Program requirements. It shall be Grantee's responsibility to require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and Program requirements, as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee shall execute a Statement of Assurances, attached hereto and made a part hereof, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

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 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.

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 obtain written consent via authentic act from 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. 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 the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

Change Agreement to:

Page 10, SECTION V HUD/CDBG COMPLIANCE PROVISIONS

F. Use and Reversion of Assets

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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.

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, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement.. 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 the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

Purpose of amendment:

To reduce by \$38,970 to pay for grant management expenses through another agreement with Pan American Engineers and also to revise clauses to comply with HUD and DOA requirements.

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:

Date

Name: _____

Title: _____

Office of Community Development

Signature Date

Name: Desiree Honoré Thomas

Title: Assistant Commissioner, DOA

Division of Administration

Date

Name: _____

Title: _____

St. Bernard Parish