



St. Bernard Parish Council

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

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

#19

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, MARCH 6, 2018 AT SEVEN O'CLOCK P.M.

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

RESOLUTION SBPC #1808-03-18

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN AMENDMENT NO. 3 TO THE COOPERATIVE ENDEAVOR AGREEMENT WITH THE OFFICE OF COMMUNITY DEVELOPMENT DISASTER RECOVERY UNIT, FOR THE FISHERIES INFRASTRUCTURE ASSISTANCE PROGRAM- YSCLOSKEY ICE PLANT PROJECT.

WHEREAS, in order to facilitate compliance with applicable CDBG and HUD requirements, it is necessary to amend the Cooperative Endeavor Agreement with the Office of Community Development, Disaster Recovery Group to reduce the grant award by \$18,500 to pay for grant management expenses through another agreement with Pan American Engineers and also to revise clauses to comply with HUD requirements and to more accurately describe the present scope of work,

WHEREAS, the St. Bernard Parish Council decrees the attached Exhibit "A" is a proper and fair Amendment to the Cooperative Endeavor Agreement.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support and authorize the Parish President to execute Amendment No. 3 to the Cooperative Endeavor Agreement with the Office of Community Development Disaster Recovery Unit, for the Fisheries Infrastructure Assistance Program- Yscloskey Ice Plant, which is attached as Exhibit "A".

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



St. Bernard Parish Council

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Kerri Callais
*Councilmember
at Large*

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Extract #19 continued
March 6, 2018

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Lewis

NAYS: None

Nathan Gorbaty
*Councilmember
District B*

ABSENT: None

Howard Luna
*Councilmember
District C*

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

And the motion was declared **adopted** on the 6th day of March, 2018.

Wanda Alcon
*Councilmember
District D*

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

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, March 6, 2018.

Witness my hand and the seal
of the Parish of St. Bernard on
the 6th day of March, 2018.

ROXANNE ADAMS
CLERK OF COUNCIL

PO# 2000130449
Office of Contractual Review # 107-901329
CFMS # 678512
DUNS # 612127423
CFDA 14.228
Grant # B-06-DG-22-0001
Year 2006
Amendment # 3

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

St. Bernard Parish Government
Fisheries Infrastructure Assistance Program
Yscloskey Ice Plant

Effective Date: November 1, 2017

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 One Million, Fifty Five Thousand and no/100 (\$1,055,000.00) Dollars ("the Grant Funds") for the purpose of funding the implementation of the selected fisheries infrastructure recovery project-Yscloskey Ice House (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 One Million, Thirty Six Thousand, Five hundred and no/100 (\$1,036,500.00) Dollars ("the Grant Funds") for the purpose of funding the implementation of the selected fisheries infrastructure recovery project-Yscloskey Ice House (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, as now in effect and as may be amended from time to time. 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 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

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 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 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 \$18,500 to pay for grant management expenses through another agreement with Pan American Engineers and also to revise clauses to comply with HUD requirements.

Balance of this page left blank intentionally.

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, but effective as of the date above:

OFFICE OF COMMUNITY
DEVELOPMENT

By: _____
Name: _____
Title: _____
Date: _____

DIVISION OF ADMINISTRATION

By: _____
Name: Desireé Honoré Thomas
Title: Assistant Commissioner
Date: _____

GRANTEE

By: _____
Name: _____
Title: _____
Date: _____