

2nd AMENDMENT TO:

AMENDMENT # 2
DUNS# 965237944
CFDA 14.218
Grant # B-16-MC-22-2002 D12
Year 2016

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN

CITY OF BATON ROUGE-PARISH OF EAST BATON ROUGE

AND

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

EFFECTIVE November 1, 2019

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 1:

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in the utilization of such funds, the Grantee allocates to the Subrecipient an amount of \$10,512,278.20 (the "grant funds" or "CDBG funds"); and

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WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in the utilization of such funds, the Grantee allocates to the Subrecipient an amount of \$10,712,278.20 (the "grant funds" or "CDBG funds"); and

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SECTION I. STATEMENT OF WORK

The Subrecipient will deliver the eligible activities as identified below in a manner satisfactory to Grantee and HUD and consistent with any requirements imposed by HUD as a condition of providing these funds and in accordance with the action plan published at <http://www.brgov.com/dept/ocd/plansreports.htm> and as generally described below:

The following programs as described in the Grantee's action plan amendment will be implemented by the Subrecipient under this program:

Housing Rehabilitation and Reconstruction Program: The State will work with the Grantee to define the program policies and implement this program. The Grantee has proposed to assist homeowners who have damages from the flood event based on FEMA data and who either are currently served by the Grantee (through mortgage loans that were underwritten by the Grantee) or who had been previously on the waiting list for the Grantee's Single Family Owner Occupied Rehabilitation Program (SFOOR). The Grantee will work closely with the State to ensure there is no duplication of efforts in order to address the increased need between both Grantee and State homeowner rehabilitation programs. Only low to moderate income homeowners at or below 80% LMI will be served.

Rental Housing Repairs/Lease: The State will work with the Grantee to define the program policies and implement the rental program(s) on behalf of the Grantee. The Grantee proposes to rehabilitate rental housing units to increase housing options and available rental stock. The Grantee proposes to do this in a way that ensures economic and physical viability and achieves additional affordability within the marketplace. The program(s) will support the repair of residential rental properties containing seven (7) or fewer units. Developers and small rental property owners are eligible for assistance under the program. In return for the assistance, landlords and developers will be required to sign an affordability commitment agreement.

Homeless Assistance: The Grantee proposes to allocate monies to assist the homeless by increasing, extending or restoring the number of shelter beds available for the homeless and those at risk of becoming homeless.

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Section I. STATEMENT OF WORK

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The following programs as described in the Grantee's action plan amendment will be implemented by the Subrecipient under this program:

Housing Rehabilitation and Reconstruction Program: The State will work with the Grantee to define the program policies and implement this program. The Grantee has proposed to assist homeowners who have damages from the flood event based on FEMA data and who either are currently served by the Grantee (through mortgage loans that were underwritten by the Grantee) or who had been previously on the waiting list for the Grantee's Single Family Owner Occupied Rehabilitation Program (SFOOR). The Grantee will work closely with the State to ensure there is no duplication of efforts in order to address the increased need between both Grantee and State homeowner rehabilitation programs. Only low to moderate income homeowners at or below 80% LMI will be served.

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SECTION I. STATEMENT OF WORK

A. Performance:

1. Performance Period: Activities performed under this Agreement will commence on January 24, 2017 and shall be completed no later than January 23, 2023, unless extended by mutual agreement of the Parties. Pre-award expenses in accordance with 24 CFR 570.200 (h) will be payable under this Agreement. The terms of his Agreement herein shall remain in effect after the performance period has expired to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, which include but are not limited to program income.

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SECTION I. STATEMENT OF WORK

A. Performance:

1. Performance Period: Activities performed under this Agreement will commence on January 24, 2017 and shall be completed no later than July 31, 2023, unless extended by mutual agreement of the Parties. Pre-award expenses in accordance with 24 CFR 570.200 (h) will be payable under this Agreement. The terms of his Agreement herein shall remain in effect after the performance period has expired to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, which include but are not limited to program income.

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Section I. STATEMENT OF WORK

3. *Performance Goals:* Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the follow Activities as described with the following schedule.

Activity Description	Measure	Total # of Beneficiaries (Approximate)¹	Target Date
DDRF-Housing Repairs/Reconstruction	# of households assisted	43	09/30/2019
DDRF-Rental Housing Repairs/Lease	# of rental units repaired	70	09/30/2019
DDRF-Homeless Prevention	# shelter beds assisted	86	09/30/2019

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Section I. STATEMENT OF WORK

3. *Performance Goals:* Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the follow Activities as described with the following schedule.

Activity Description	Measure	Total # of Beneficiaries (Approximate)¹	Target Date
DDRF-Housing Repairs/Reconstruction	# of households assisted	43	09/30/2019
DDRF-Rental Housing Repairs/Lease	# of rental units repaired	<u>110</u>	<u>5/31/2022</u>
DDRF-Homeless Prevention	# shelter beds assisted	86	09/30/2019

¹ Reference to an approximate number of beneficiaries is not a guarantee that the funds will be sufficient to service that number of beneficiaries.

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Section I. STATEMENT OF WORK

C. BUDGET – The maximum amount of this Subrecipient Agreement shall not exceed \$10,512,278.20. In addition, the Subrecipient further agrees that activities will be provided within the dollar amount allocated for each line item in the attached **Revised Appendix A, Budget**. Project Budgets for Project Numbers 28-31 include program delivery costs incurred by the Subrecipient. Any adjustments to individual line items must be requested in writing by the Subrecipient and are subject to the written approval of the Grantee, but shall not require an amendment of this Agreement.

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Section I. STATEMENT OF WORK

B. BUDGET – The maximum amount of this Subrecipient Agreement shall not exceed \$10,712,278.20. In addition, the Subrecipient further agrees that activities will be provided within the dollar amount allocated for each line item in the attached **Revised (11-2019) Appendix A, Budget**. Project Budgets for Project Numbers 28-31 include program delivery costs incurred by the Subrecipient. Any adjustments to individual line items must be requested in writing by the Subrecipient and are subject to the written approval of the Grantee, but shall not require an amendment of this Agreement.

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CHANGE AGREEMENT FROM:

Revised Appendix A, Budget

CHANGE AGREEMENT TO:

Revised (11-2019) Appendix A, Budget, attached which is incorporated herein and made a part hereof.)

(Balance of this page left blank intentionally.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE**

By: _____
SHARON WESTON BROOME
MAYOR-PRESIDENT

Date: _____

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

By: _____
PATRICK FORBES
EXECUTIVE DIRECTOR

Date: _____

DIVISION OF ADMINISTRATION

By: _____

DESIREÉ HONORÉ THOMAS
ASSISTANT COMMISSIONER, DOA

Date: _____

**REVISED (11-2019) APPENDIX A
BUDGET**

Project Number	Project Name	Project Budget
28	DDRF -Housing Repairs/Reconstruction	\$48,393.58
29	DDRF-Rental Housing Repairs/Lease	\$9,179,295.70
31	DDRF-Homeless Prevention	\$1,200,000
33	DDRF-State General Administration	\$284,588.92
TOTAL		\$10,712,278.20