PO # 2000594269
CFMS # NA
AMENDMENT #4
Grant # B-18-DP-22-0001
Year 2018
AL # 14.228

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—Disaster Recovery

And

University Lakes, LLC

Effective July 1, 2026

Amendment Provisions:

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III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence April 23, 2021 and terminate July 31, 2026 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

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III. Term of Agreement; Termination or Suspension of Agreement

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence April 23, 2021 and terminate July 1, 2027 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

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V. HUD/CDBG COMPLIANCE PROVISIONS

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

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V. HUD/CDBG Compliance Provisions

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<u>Subrecipient</u> and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order <u>14173</u>, as amended; <u>Executive Order 14218: Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA);</u> the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form

HUD-4010), as well as all applicable Federal and State Civil Rights laws, regulations, and provisions not mentioned are deemed inserted herein.

Subrecipient and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, gender, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Subrecipient or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

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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, 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.

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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. <u>Subrecipient</u> 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. <u>Subsequent to meeting the national objective requirement and completion of the eligible activity,</u> immovable property under <u>Subrecipient's</u> 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). <u>If OCD consents to a change of use of the property other than for which the CDBG funds were expended, subrecipient must comply with the requirements of 24 CFR 570.505</u>. If Subrecipient fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, <u>Subrecipient</u> 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. <u>Subrecipient</u> 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 Subrecipient for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Subrecipient 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 Subrecipient is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Subrecipient 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. Subrecipient 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 Subrecipient to a third party, Subrecipient shall contractually ensure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

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I. Scope of Agreement

D. Statement of Work

9. Waste, Fraud, Abuse, and Whistleblower Protections

In accordance with 2 CFR 200.113, Subrecipient shall promptly inform in writing the OIG, HUD, and LOCD-DR, when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities, or a violation of the civil False Claims Act that could potentially affect the Federal award at https://www.hudoig.gov/hotline/report-fraud and https://www.lla.la.gov/report-fraud.

Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee/subrecipient, and subgrantee--as well as a personal services contractor-who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant. Subrecipient must comply with 41U.S.C. § 4712, which includes informing its employees in writing of their rights and remedies, in the predominant native language of the workforce.

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VI. General Conditions

Z. Interchangeability of Funds

LOCD may, to the extent authorized by law and consistent with CPD Notice 2023-06 (August 24, 2023), CDBG-DR Policy Bulletin 2023-02 (November 2023), and any subsequent HUD guidance, exercise interchangeability in administering its grants. All funds remain subject to the requirements applicable to their source, including, without limitation, the terms, conditions, waivers, and alternative requirements of the grant under which the funds were provided. Interchangeability shall not be used to circumvent any statutory, regulatory, or grant-specific limitations

Reason for Amendment:

The purpose of this amendment is to extend the end date and include required HUD and DOA clauses.

BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

Louisiana Office of Community Development—Disaster Recovery

DocuSigned by:

By: Gina Campo

871B315A00054D4...

Name: Gina Campo

Title: Executive Director

Date: 7/29/2026

Subrecipient

DocuSigned by:

By: Leu Anne Greco

C6DD07ECCE5743B...

Name: Leu Anne Greco

Title: Manager

Date: 7/24/2026

Board of Supervisors of Louisiana State University and Mechanical and Agricultural College

Signed by:

By: Wade Rousse

66B77546C6FB470...

Name: Wade Rousse

Title: President

Date: 7/27/2026

City of Baton Rouge- Parish of East Baton Rouge

Signed by:

By: E Edwards

ECE021D8AA35411...

Name: Emile "Sid" Edwards

Title: Mayor-President

Date: 7/29/2026