



Attachment A: Partnership Documentation

AtchA_PartnershipDoc_LA.pdf

State of Louisiana

Division of Administration
Office of Community Development
Disaster Recovery Unit





OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P. O. Box 6097
HOUMA, LOUISIANA 70361-6097



MICHEL H. CLAUDET
PARISH PRESIDENT

(985) 873-6401
FAX: (985) 873-6409
E-MAIL: mhclaudet@tpcg.org

February 6, 2015

Mr. Pat Forbes
Assistant Commissioner
State of Louisiana
Division of Administration
Office of Community Development
617 N. 3rd Street, 6th Floor
Baton Rouge, Louisiana 70804

Re: Intent to Participate

Dear Mr. Forbes:

This letter is to confirm the mutual intent of both the State of Louisiana, Office of Community Development, Disaster Recovery Unit (OCD-DRU) and Terrebonne Parish Consolidated Government to collaborate and enter into a partner agreement contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the OCD-DRU CDBG-NDR application.

Terrebonne Parish is a consolidated government near the Gulf of Mexico. The Parish is an entitlement community managing HUD funds to repair storm damaged housing and provide safe, affordable housing to the low to moderate income residents. This professional staff has decades of experience. The Parish is also managing \$135M in CDBG disaster related funds with a professional staff dedicated to that effort. The Finance Division has all of the appropriate policies and procedures in place for CDBG entitlement and disaster funding. We have been fortunate to have a good partner in the state to assist in the development of both the staff capacity and the grant specific knowledge base.

The loss of sediment from the Mississippi River has created land loss exacerbated by extreme weather events to erode our coastline. The land loss has been significant and the Parish has responded with a multifaceted planning approach to adapt. These efforts include building levees, elevating houses, providing housing on higher ground, and acquisitions. Staff, including the Recovery Planner, the Building Code Official/Assistant Director, and the Director of the Department of Planning and Zoning are cooperating with the state and nonprofits in assessing the situation and recommended endorsing projects for this funding. These individuals would provide similar technical assistance should a project be funded. The Parish recovery and finance staff will monitor the activities for concurrence with OCD/HUD guidance.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Michel H. Claudet', with a long, sweeping horizontal stroke extending to the right.

Michel H. Claudet
Parish President

CC: Council Reading File

Appendix D
PARTNERHSIP AGREEMENT
BETWEEN
STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
AND
TERREBONNE PARISH
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 22nd day of October, 2015 by and between the STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT (herein called the “Applicant”) and TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

- Activity #1 *Living Mitigation Program* - The TPCG Department of Planning and Zoning staff, will provide oversight and planning guidance for the projects awarded to Terrebonne Parish as fiscal agent. Following all procurement procedures, the Parish will enter into contracts with an engineering firm or other qualified party if necessary to complete the plans provided by the United States Army Corps of Engineers, a coastal engineering specialist or otherwise qualified party to assist in the planning, and monitoring, and oversight of the construction of the project; the construction firm; and other professionals as necessary to implement the project. Grant management, financial tracking, and record keeping will be provided by TPCG staff. The geographic target area is Tracts 11, 12.02, 13, and 14.

- Activity #2 *Oyster Bed Surge Protection* - The TPCG Department of Planning and Zoning staff will provide oversight and planning guidance for the projects awarded to TPCG as fiscal agent. Following all procurement procedures, the TPCG will enter into contracts or a partnership agreement with a restoration specialist or otherwise qualified party to assist in the planning, and monitoring, and oversight of the construction of the project; the construction firm, and other professionals as necessary to implement the project. Subject matter experts will also be engaged to perform monitoring of the project for 5 years. Grant management, financial tracking, and record keeping will be provided by TPCG staff. The geographic target area is Tracts 11, 12.02, 13, and 14.

- Activity #3 *Storm harbor of refuge* - Construction of a storm harbor of refuge for fishing vessels within Terrebonne Parish. Following all procurement procedures, TPCG will enter into contracts for design, engineering, and construction. Grant management, financial tracking, and record keeping will be provided by TPCG staff. The geographic target area is Tracts 11, 12.02, 13, and 14.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months, unless extended or modified by HUD.

The Partner agrees to implement the following:

	<u>Days in pre-development</u>	<u>Days in construction</u>	<u>Days in close-out</u>
<i>Activity #1: Living mitigation</i>	365	540	90
<i>Activity #2: Oyster bed protection</i>	365	540	90
<i>Activity #3: Storm harbor</i>	365	365	90

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

II. BUDGET

	<u>Pre-development</u>	<u>Construction</u>	<u>Close-out</u>	<u>Total</u>
<i>Activity #1: Living mitigation</i>				
leverage		\$3,640,000		\$3,640,000
CDBG-NDR	\$1,074,667	\$5,692,667	\$762,667	\$7,800,000
				\$11,440,000
<i>Activity #2: Oyster bed protection</i>				
leverage		\$2,608,380		\$2,608,380
CDBG-NDR	\$787,644	\$3,131,264	\$905,228	\$4,824,136
				\$7,432,516
<i>Activity #3: Storm harbor</i>				
CDBG-NDR	\$950,000	\$2,750,000	\$200,000	\$3,900,000
				\$3,900,000
			CDBG-NDR Total	\$16,524,1136
			Total:	\$22,772,516

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

I. SPECIAL CONDITIONS

A. Notwithstanding the provision in Sections II and III, above, the budget and scope of work contained in this Agreement are preliminary in anticipation of an award of CDBG-NDR funds. In the event that Applicant is awarded only a portion of the CDBG-NDR funds requested by Applicant, Applicant may in its discretion adjust the budget and scope of work in the written agreement to hereinafter to be entered with the Partner.

B. In the event that Applicant deems appropriate in the administration of the CDBG-NDR grant it may decline to enter a written agreement with the Partner or terminate the written agreement with the Partner.

C. Notwithstanding the use of the terms "Partnership Agreement" and "Partner", in this Agreement, this Agreement shall not be construed to create a legal partnership between the Applicant and the Partner. The terminology is utilized solely to be consistent with the verbiage contained in the NOFA under which Applicant is seeking an award of CDBG-NDR funds. The relationship of the parties under this Agreement shall be determined by the nature of the type of written agreement which Applicant would enter with the Partner in connection with an award of

CDBG-NDR funds as determined by Applicant, be that customer-vendor; grantor-subrecipient, grantor-grantee, lender-borrower, or similar relationship.

D. Applicable Law, Venue and Controversies: Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

II. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

III. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IV. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

V. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The Parties 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.

OFFICE OF COMMUNITY DEVELOPMENT



Name: Patrick W. Forbes
Executive Director
Title: _____
Date: 10.27.15

TERREBONNE PARISH



Name: Michel H. Claudet
Title: Parish President
Date: 10-22-2015



NATALIE ROBOTOM
PARISH PRESIDENT

ST. JOHN

THE BAPTIST PARISH

OFFICE OF THE PARISH PRESIDENT

1801 WEST AIRLINE HIGHWAY • LAPLACE, LOUISIANA 70068

February 6, 2015

Mr. Pat Forbes
Assistant Commissioner
State of Louisiana
Division of Administration
Office of Community Development
617 N. 3rd Street, 6th Floor
Baton Rouge, Louisiana 70804

Re: Intent to Participate

Dear Mr. Forbes:

This letter is to confirm the mutual intent of both the State of Louisiana, Office of Community Development, Disaster Recovery Unit (OCD-DRU) and St John the Baptist Parish to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the OCD-DRU CDBG-NDR application.

St John the Baptist Parish experienced Hurricane Isaac first hand which affected our entire Parish. Laplace which is our largest community lost potable water for four days as well as flooding seven thousand homes. It is imperative that the Parish improve the reliability of our water system.

As a sub recipient the Parish would work closely with the Office of Community Development and make available the staff, materials and other resources to accomplish the task at hand. These funds are necessary to meet the unmet needs of our residents.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

Natalie Robottom
Parish President

**PARTNERSHIP AGREEMENT
BETWEEN
STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION,
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
AND
ST. JOHN THE BAPTIST PARISH
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)**

THIS AGREEMENT, entered this 22 day of October, 2015 by and between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT (DRU) (herein called the “Applicant”) AND ST. JOHN THE BAPTIST PARISH GOVERNMENT (SJBPG) (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable as determined by Applicant, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application. The written agreement must be compliant with Louisiana Law and contain the terms and conditions customarily contained by Applicant’s agreements in connection with the CDBG funds, consistent with the sample agreement attached as Exhibit A.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

- Activity #1 St. John Multimodal transit – Development of a multi-modal transportation center and public transportation plan for St. John the Baptist Parish. SJBPG will provide oversight of contractor activities, including, but not limited to, procurement, grants management, design, plan, outreach, site selection, acquisition, and construction. SJBPG will maintain all necessary financial documentation. Geographic target area is to be determined during planning.
- Activity #2 Pontchartrain Breakwaters – Construction of breakwaters along the western shore of Lake Pontchartrain in St. John the Baptist Parish. SJBPG will provide oversight of contractor activities, including but not limited to procurement, grants management, engineering, and construction. SJBPG will maintain all necessary financial documentation. Geographic target area is ALL tracts on the East Bank of St. John the Baptist Parish.
- Activity #3 St. John Water works – Development of an alternative water source for LaPlace, with a new water intake pump station on the Mississippi River. SJBPG will provide oversight of contractor activities including, but not limited to, procurement, grants management, and construction. SJBPG will maintain all necessary financial documentation. Geographic target area is ALL tracts on the East Bank of St. John the Baptist Parish.
- Activity #4 St. John Resilient Housing – Redevelopment of affordable housing in LaPlace. SJBPG will work with St. John Baptist Parish Housing Authority and Columbia Residential on design and construction of the new development. SJBPG will provide oversight of contractor activities, including but not limited to grants management, design, financing, and construction. Geographic target area is ALL census tracts in LaPlace.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months, unless extended or modified by HUD.

The Partner agrees to implement the following:

	<u>Days in pre-development</u>	<u>Days in construction</u>	<u>Days in close-out</u>
<u>Activity #1: Multimodal Transit</u>	730	365	90
<u>Activity #2: Pontchartrain Breakwaters</u>	365	365	90
<u>Activity #3: Water works</u>	365	730	90
<u>Activity #4: Resilient Housing</u>	365	730	90

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

	<u>Pre-development</u>	<u>Construction</u>	<u>Close-out</u>	<u>Total</u>
<i>Activity #1: Multimodal transit</i>				
CDBG-NDR	\$3,064,110	\$6,709,485	\$361,985	\$10,135,580
				\$10,135,580
<i>Activity #2: Pontchartrain Breakwater</i>				
leverage		\$1,200,000		\$1,200,000
CDBG-NDR	\$753,141	\$2,636,962	\$208,641	\$3,598,744
				\$4,798,744
<i>Activity #3: Water works</i>				
leverage		\$33,455,531		\$33,455,531
CDBG-NDR	\$8,930,601	\$40,187,708	\$2,232,650	\$51,350,959
				\$84,806,490
<i>Activity #4: Resilient Housing</i>				
leverage		\$7,703,016		\$7,703,016
CDBG-NDR	\$3,072,119	\$8,811,215	\$191,667	\$12,075,001
				\$19,778,017
			CDBG-NDR Total:	\$77,160,284
			Projects Total:	\$119,518,831

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

A. Notwithstanding the provision in Sections II and III, above, the budget and scope of work contained in this Agreement are preliminary in anticipation of an award of CDBG-NDR funds. In the event that Applicant is awarded only a portion of the CDBG-NDR funds requested by Applicant, Applicant may in its discretion adjust the budget and scope of work in the written agreement to hereinafter to be entered with the Partner.

B. In the event that Applicant deems appropriate in the administration of the CDBG-NDR grant it may decline to enter a written agreement with the Partner or terminate the written agreement with the Partner.

C. Notwithstanding the use of the terms "Partnership Agreement" and "Partner", in this Agreement, this Agreement shall not be construed to create a legal partnership between the Applicant and the Partner. The terminology is utilized solely to be consistent with the verbiage

contained in the NOFA under which Applicant is seeking an award of CDBG-NDR funds. The relationship of the parties under this Agreement shall be determined by the nature of the type of written agreement which Applicant would enter with the Partner in connection with an award of CDBG-NDR funds as determined by Applicant, be that customer-vendor; grantor-subrecipient, grantor-grantee, lender-borrower, or similar relationship.

D. Applicable Law, Venue and Controversies: Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

V. SEVERABILITY

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VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

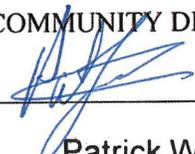
The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

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The Parties 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.

OFFICE OF COMMUNITY DEVELOPMENT



Name: Patrick W. Forbes
Title: Executive Director
Date: 10.27.15

ST JOHN THE BAPTIST PARISH GOVERNMENT



Name: Natalie Robottom
Title: Parish President
Date: 10/22/15

Plaquemines Parish Government

Directors

Administration - Ed Theriot
Public Service - Orbon M. Tinson, Sr.
Operations - Stanley Wallace

February 3, 2015

Mr. Pat Forbes
Assistant Commissioner
State of Louisiana
Division of Administration
Office of Community Development
617 N. 3rd Street, 6th Floor
Baton Rouge, Louisiana 70804

Re: Intent to Participate

Dear Mr. Forbes:

This letter is to confirm the mutual intent of both the State of Louisiana, Office of Community Development, Disaster Recovery Unit (OCD-DRU) and Plaquemines Parish Government to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the OCD-DRU CDBG-NDR application.

Plaquemines Parish, within the past 14 years, has faced a number of substantial and unique challenges. We have been the victim of Hurricanes Katrina, Rita, Gustav, and Isaac. In 2010 the Deepwater Horizon oil rig exploded south of Venice and dumped hundreds of millions of gallons of oil into the Gulf of Mexico, with devastating impact to Plaquemines' extensive coastline. Recovery in Plaquemines has been significantly complicated by this man-made disaster as well natural disasters. In order for Plaquemines Parish to survive in a sustainable manner, we must address housing elevation issues, rebuilding lost coastline and levee enhancement, in conjunction increased capacity of pump stations.

As a subrecipient of NDRC funding, Plaquemines Parish staff would work with OCD-DRU, or its designated agent, to accomplish the combined goals of both the parish and state. There is a documented need within the parish for affordable, sustainable housing, levee enhancement, environmental restoration and infrastructure augmentation and improvement.

PARISH PRESIDENT

Amos Cormier Jr.

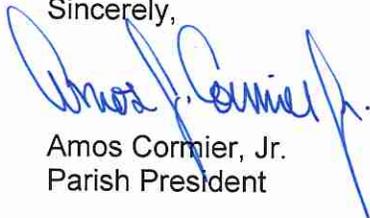
8056 Hwy. 23, Suite 200
Belle Chasse, Louisiana 70037
(504) 274-2462
Fax (504) 274-2463
eMail: acormier@ppgov.net

Council Members

District 1 - John L Barthelemy Jr.
District 2 - William "Beau" Black
District 3 - Kirk M Lepine
District 4 - Irvin Juneau Jr.
District 5 - Benedict "Benny" Rousselle
District 6 - Charlie Burt
District 7 - Audrey T Salvant
District 8 - Jeff E Edgecombe
District 9 - Nicole Smith Williams

It is understood that this is letter is only an expression of our intent, and a binding partner or CEA detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amos Cormier, Jr.", written over the typed name.

Amos Cormier, Jr.
Parish President

**PARTNERSHIP AGREEMENT
BETWEEN
STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION,
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
AND
PLAQUEMINES PARISH
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)**

THIS AGREEMENT, entered this 23 day of October, 2015 by and between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT (DRU) (herein called the “Applicant”) AND PLAQUEMINES PARISH GOVERNMENT (PPG) (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable as determined by Applicant, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application. The written agreement must be compliant with Louisiana Law and contain the terms and conditions customarily contained by Applicant’s agreements in connection with the CDBG funds, consistent with the sample agreement attached as Exhibit A.-

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 Storm harbor of refuge – Construction of a storm harbor of refuge for fishing vessels within Plaquemines Parish. PPG will provide oversight of contractor activities, including, but not limited to, procurement, grants management, design, plan, outreach, site selection, acquisition, and construction. PPG will maintain all necessary financial documentation. Geographic target area is ALL census tracts in Plaquemines Parish.

Activity #2 Plaquemines Polder – Construction of a polder and compartmentalized flood protection system. PPG will provide oversight of contractor activities, including, but not limited to, procurement, grants management, design, plan, outreach, engineering, and construction. PPG will maintain all necessary financial documentation. Geographic target area is ALL census tracts in Plaquemines Parish.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months, unless extended or modified by HUD.

The Partner agrees to implement the following:

	<u>Days in pre-development</u>	<u>Days in construction</u>	<u>Days in close-out</u>
<i>Activity #1: Storm harbor</i>	365	365	90
<i>Activity #2: Polder</i>	820	365	90

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

	<u>Pre-development</u>	<u>Construction</u>	<u>Close-out</u>	<u>Total</u>
<i>Activity #1: Storm harbor</i>				
CDBG-NDR	\$950,000	\$2,750,000	\$200,000	\$3,900,000
				\$3,900,000
<i>Activity #2: Polder</i>				
leverage		\$17,500,000		\$17,500,000
CDBG-NDR	\$3,478,786	\$25,984,825		\$29,463,611
				\$46,963,611
			CDBG-NDR Total:	\$33,363,611
			Projects Total:	\$50,863,611

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

A. Notwithstanding the provision in Sections II and III, above, the budget and scope of work contained in this Agreement are preliminary in anticipation of an award of CDBG-NDR funds. In the event that Applicant is awarded only a portion of the CDBG-NDR funds requested by Applicant, Applicant may in its discretion adjust the budget and scope of work in the written agreement to hereinafter to be entered with the Partner.

B. In the event that Applicant deems appropriate in the administration of the CDBG-NDR grant it may decline to enter a written agreement with the Partner or terminate the written agreement with the Partner.

C. Notwithstanding the use of the terms "Partnership Agreement" and "Partner", in this Agreement, this Agreement shall not be construed to create a legal partnership between the Applicant and the Partner. The terminology is utilized solely to be consistent with the verbiage contained in the NOFA under which Applicant is seeking an award of CDBG-NDR funds. The relationship of the parties under this Agreement shall be determined by the nature of the type of written agreement which Applicant would enter with the Partner in connection with an award of CDBG-NDR funds as determined by Applicant, be that customer-vendor; grantor-subrecipient, grantor-grantee, lender-borrower, or similar relationship.

D. Applicable Law, Venue and Controversies: Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The Parties 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.

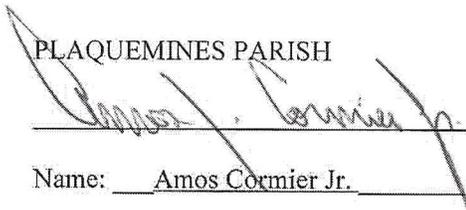
OFFICE OF COMMUNITY DEVELOPMENT


Name: Patrick W. Forbes
Executive Director

Title: _____

Date: 10.23.15

PLAQUEMINES PARISH


Name: Amos Cormier Jr.

Title: Parish President

Date: 10/23/15



402 Green Street • Thibodaux, LA 70302
Telephone 985.446.8427 • Fax 985.446.3528
www.lafourchegov.org

Charlotte A. Randolph, Parish President

Executive

January 29, 2015

Mr. Pat Forbes
Assistant Commissioner
State of Louisiana
Division of Administration
Office of Community Development
617 N. 3rd Street, 6th Floor
Baton Rouge, Louisiana 70804

RECEIVED
OFFICE OF
COMMUNITY DEVELOPMENT
2015 FEB -2 PM 12: 21
DISASTER RECOVERY UNIT

Re: Intent to Participate

Dear Mr. Forbes:

This letter is to confirm the mutual intent of both the State of Louisiana, Office of Community Development, Disaster Recovery Unit (OCD-DRU) and Lafourche Parish Government to collaborate and enter into a partner agreement [or other agreement], contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the OCD-DRU CDBG-NDR application.

Lafourche Parish Government has for the last 12 years concentrated our efforts on making our communities more resilient by utilizing parish dollars, in combination with federal and state funds, to construct public works projects. We have over the years acquired 10 repetitive flood loss homes. These project allowed us to move homeowners to less flood-prone areas of our parish while opening up green space to allow expanded drainage opportunities. We have also elevated 15 homes allowing homeowners to be above the new Digital Flood Insurance Rate Map (DFIRM) elevations. This allowed them to get better rates on their flood insurance while allowing them to not worry about flooding. We have invested more than \$15 million in upgrading and constructing new pump stations. This has provided extra pumping capacity to allow water to evacuate neighborhoods faster. We have also invested in expanding seawalls and raising levees to provide expanded flood protection for our parish.

We would propose that this partnership be a sub-recipient relationship. The parish can provide in-house project management and administrative services that would allow the project to move at a

Charlotte A. Randolph	Parish President	John Arnold	District 5
Jerry Jones	District 1	Lindel Toups	District 6
Michael Delatte	District 2	Phillip Gouaux	District 7
Aaron Caillouet	District 3	Jerry Lafont	District 8
Joseph "Joe" Fertitta	District 4	Daniel Lorraine	District 9

timely pace. This would also allow us to place more money into construction rather than administrative services.

While we have invested an extensive amount of parish funds, human capital and other resources, there is still more work to do. This partnership would allow us to expand the resiliency efforts we have made while opening up the opportunity to continue to move our parish forward.

It is understood that this letter is only an expression of our intent and that a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Charlotte A. Randolph

Lafourche Parish President

**PARTNERSHIP AGREEMENT
BETWEEN
STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION,
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
AND
LAFOURCHE PARISH GOVERNMENT
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)**

THIS AGREEMENT, entered this 22nd day of October, 2015 by and between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT (DRU) (herein called the “Applicant”) AND LAFOURCHE PARISH GOVERNMENT (LPG) (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable as determined by Applicant, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application. The written agreement must be compliant with Louisiana Law and contain the terms and conditions customarily contained by Applicant’s agreements in connection with the CDBG funds, consistent with the sample agreement attached as Exhibit A.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the

Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 Storm harbor of refuge – Construction of a storm harbor of refuge for fishing vessels within Lafourche Parish. LPG will provide oversight of contractor activities, including, but not limited to, procurement, grants management, design, plan, outreach, site selection, acquisition, and construction. LPG will maintain all necessary financial documentation. Geographic target area is Tracts 209, 210, 211, 212, 213.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months, unless extended or modified by HUD.

The Partner agrees to implement the following:

	<u>Days in pre-development</u>	<u>Days in construction</u>	<u>Days in close-out</u>
<i>Activity #1: Storm harbor</i>	365	365	90

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

	<u>Pre-development</u>	<u>Construction</u>	<u>Close-out</u>	<u>Total</u>
<i>Activity #1: Storm harbor</i>				
CDBG-NDR	\$950,000	\$2,750,000	\$200,000	\$3,900,000
				\$3,900,000

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

A. Notwithstanding the provision in Sections II and III, above, the budget and scope of work contained in this Agreement are preliminary in anticipation of an award of CDBG-NDR funds. In the event that Applicant is awarded only a portion of the CDBG-NDR funds requested by

Applicant. Applicant may in its discretion adjust the budget and scope of work in the written agreement to hereinafter to be entered with the Partner.

B. In the event that Applicant deems appropriate in the administration of the CDBG-NDR grant it may decline to enter a written agreement with the Partner or terminate the written agreement with the Partner.

C. Notwithstanding the use of the terms "Partnership Agreement" and "Partner", in this Agreement, this Agreement shall not be construed to create a legal partnership between the Applicant and the Partner. The terminology is utilized solely to be consistent with the verbiage contained in the NOFA under which Applicant is seeking an award of CDBG-NDR funds. The relationship of the parties under this Agreement shall be determined by the nature of the type of written agreement which Applicant would enter with the Partner in connection with an award of CDBG-NDR funds as determined by Applicant, be that customer-vendor; grantor-subrecipient, grantor-grantee, lender-borrower, or similar relationship.

D. Applicable Law, Venue and Controversies: Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

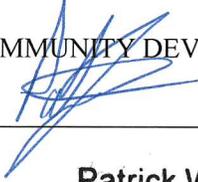
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This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The Parties 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.

OFFICE OF COMMUNITY DEVELOPMENT


Name: Patrick W. Forbes

Title: Executive Director

Date: 10.22.15

LAFOURCHE PARISH GOVERNMENT


Name: Charlotte A. Randolph

Title: Parish President

Date: October 22, 2015

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

COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT NATIONAL DISASTER RESILIENCY PROGRAM

This Cooperative Endeavor Agreement (“Agreement”) is entered into by and between _____ (“Grantee”), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD”), each represented herein by their undersigned authorized representatives. Grantee and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

PREAMBLES

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, the OCD on behalf of the State of Louisiana (the “State”), administers the State’s CDBG-National Disaster Resiliency Program (the “CDBG-NDR Program”), which is subject to the Federal statutes and regulations governing CDBG-NDR grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

WHEREAS, Grantee is the unit of local government of the State of Louisiana responsible for the recovery of the Parish of _____ and has been identified as a “Partner” in the State’s application to HUD for the CDBG-NDR grant for the projects identified in the Scope of Work of this Agreement. and

WHEREAS, the public purpose to be derived from this Agreement is the expeditious and effective implementation of resiliency efforts as part of the CDBG-NDR Program; and

WHEREAS, the actions of the OCD and Grantee will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG-NDR, shall make available to Grantee disaster recovery funds up to the maximum amount of _____00/100 dollars (\$_____) (the "Grant Funds") for the purpose of funding Grantee's activities under the NDRC Parish Implemented Program (the "Program"). [NOTE: IN THE EVENT THAT THE AWARD TO THE STATE BY HUD IS LESS THAN APPLIED FOR, THE GRANT AWARD MAY BE LESS THEN LISTED IN THE PARTNERSHIP AGREEMENT AT THE DISCRETION OF OCD]

B. Implementation of Agreement

Grantee's rights and obligations under this Agreement are as a grant recipient as forth in 24 CFR 57.501. Grantee is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the OCD's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurance and Certifications (attached hereto as Appendix A) executed by Grantee and made a part hereof. The OCD's providing of Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all program and CDBG regulations, guidelines and standards.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that Grantee's policies and program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

C. Goals and Objectives

The activities of the Program are expected to assist Grantee in the execution of the Hurricane Isaac Parish Implemented Program within the Parish, which is designed to promote the housing, infrastructure, and economic recovery of the Parish with regard to damage caused by Hurricane Isaac.

D. Statement of Work

[NOTE: THE STATEMENT OF WORK SHALL BE THE SAME AS CONTAINED IN THE PARTNERSHIP AGREEMENT. IN THE EVENT THAT HUD DOES NOT AWARD THE ENTIRE AMOUNT FUNDING REQUESTED BY THE STATE FOR THE PROJECT, THE STATEMENT OF WORK MAY BE MODIFIED AT OCD'S DISCRETION].

2. Project Schedule

[NOTE: THE PROJECT SCHEDULE SHALL BE THE SAME AS CONTAINED IN THE PARTNERSHIP AGREEMENT. IN THE EVENT THAT HUD DOES NOT AWARD THE ENTIRE AMOUNT FUNDING REQUESTED BY THE STATE FOR THE PROJECT, THE PROJECT SCHEDULE MAY BE MODIFIED AT OCD'S DISCRETION].

3. The Budget

The Budget is attached hereto as Exhibit 1 and is incorporated herein in its entirety.

Exhibit

[NOTE: THE BUDGET SHALL BE THE SAME AS CONTAINED IN THE PARTNERSHIP AGREEMENT. IN THE EVENT THAT HUD DOES NOT AWARD THE ENTIRE AMOUNT FUNDING REQUESTED BY THE STATE FOR THE PROJECT, THE BUDGET MAY BE REVISED AT OCD'S DISCRETION].

4. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities as set forth in the State's final application to HUD in response to the NDRC NOFA (refer to <http://www.doa.la.gov/Pages/ocd-dru/Isaac/NDRC.aspx>), that are in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD.

5. Procedures to Detect and Prevent Fraud, Abuse and Mismanagement

In order to minimize fraud, waste, and abuse in CDBG-NDR programs, Grantee is required to demonstrate that it has procedures and/or systems in place to identify and report potential fraud, waste, and abuse in their CDBG-NDR program(s) prior to the release of funds. If suspected fraud is identified, Grantee is required to immediately report the information to the OCD Executive Director. Grantee shall

comply with monitoring requirements of the OCD designed to identify any fraud, waste, abuse or mismanagement.

5. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements as applicable to the CDBG-NDR program.

6. Mitigation Plan

Grantee is responsible for ensuring that the Program and all projects implemented therein considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

7. Assurances

Grantee shall be responsible for implementing the 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 all 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 has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto and incorporated herein as Appendix A, 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.

Grantee shall be responsible for implementation of infrastructure improvements in compliance with any applicable federal and state procurement and bid laws and regulations and in adherence with the Louisiana Public Works Act.

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG-NDR administered by HUD, which by its nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee

agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Program described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for the OCD on this Agreement shall be the Executive Director of the OCD, or his designee. The performance measures for this Agreement shall include the successful performance and completion of Agency's obligations as provided in this Agreement and any attachments. Agency shall submit to the OCD, on a schedule and dates to be provided by the OCD, but no less than every six months, a report of project progress and beneficiary data in a format to be provided by the OCD. Reporting requirements may require Agency to obtain data from third parties (i.e. persons that receive grant funds or other beneficiaries of the program(s) funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement) to fulfill the Agency's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Exhibit

F. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

- A. Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of the OCD, or his designee, for approval.

Following review and approval of the draw requests by the Executive Director of the OCD, or his designee, approved draw requests shall be submitted to the OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of the OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

- B. Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.

- C. Grant Funds shall not be drawn in advance. No indirect costs will be reimbursed.

- D. Eligible travel costs shall be reimbursed in accordance with PPM49 if provided for in the Budget.

- F. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until the OCD deems the Grantee has brought the Program into compliance. Non-compliance on one individual project funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under the Agreement.

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 on [DATE IS A FUNCTION OF DATE OF NDR GRANT] and terminate on the earlier of [DATE IS A FUNCTION OF PROJECT COMPLETION / CLOSEOUT PER ON PROJECT SCHEDULE] or the completion of all requirements under this Agreement in accordance with, and subject to, the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the execution of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

Exhibit

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements or regulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall

constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award), except that) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Financial Management

Grantee shall administer its program in accordance with 24 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied to all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502(a)(15);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

2. 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 closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD/DIC.

3. Access to Records

The OCD, the Division of Administration (DOA), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representative or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.



5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current state policy concerning Grantee and contractor's audits, OIG Circulars A-133 and A-128, and 24 CFR 85.36.

A quasi public agency or body as defined in LA R.S. 24:511(1)(b) shall comply with the provisions of LA R.S. 24:513. HUD (a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

D. Procurement

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200 and Public Law 110-329 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by the Grantee.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award), except that) Grantee does not assume the OCD's responsibility for initiating the review process under the

provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and
6. Certification by Grantee’s contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24.

Exhibit

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; 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, national origin, veteran status, political affiliation, 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.

C. Covenant Against Contingent Fees and Conflicts of Interest

Exhibit
Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedy as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, the Program or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics, as applicable.

D. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted

projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date work shall begin.

Exhibit

Grantee agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agree to take appropriate action, as provided in an applicable provision of the subcontract or this section 3 clause, upon finding that the contractor is in violation of the regulations in 24 CFR part 135. Grantee will not subcontract with any subcontractor where Grantee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after Grantee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to

Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD.

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 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.

Exhibit

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.

Exhibit

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless/Indemnity Contractors/Subcontractors

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold GRANTEE and the OCD harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's and/or subcontractor's performance or nonperformance of the services.

C. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Public Communication

OCD and Grantee shall coordinate all public communications regarding activities within the Program funded under this Agreement.

G. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

H. No Assignment

Exhibit

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

I. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

J. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertaking between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated here that is not expressly contained in this Agreement.

Exhibit

K. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

L. Applicable Law, Venue and Controversies

Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4.

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement and/or the Commissioner of Administration.

O. Taxes

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Grantee's federal tax identification number is: DUN

Exhibit

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:
Executive Director
Disaster Recovery Unit
State of Louisiana

Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-342-1947

To Grantee:

Q. No Third Party Beneficiary

Nothing herein is intended, and nothing herein may be deemed to create or confer any right, title, or benefit in, or on the part of any person not party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CD/G funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

Exhibit

R. Prohibited Activity

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

S. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Part 1926, shall be

observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

T. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Exhibit

U. Subcontractors

Grantee may enter into subcontracts with third parties for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's or any subcontractor's duties.

V. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

W. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR Part 21. Further, any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, et seq, and 48 CFR 52.223-6.

(Balance of this page left blank intentionally.)

Exhibit

The Parties 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.

OFFICE OF COMMUNITY DEVELOPMENT

Name: _____

Title: _____

Date: _____

GRANTEE

Exhibit

Name

Title

Date:

**EXHIBIT 1
BUDGET**

The Proposed “Budget” for this Agreement is as follows:

Activity	Funding	
Administrative Expenses		
Infrastructure Projects		
Housing Projects		
Economic Development Projects		
Total		

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided, however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement.

Exhibit

APPENDIX A

CDBG-NDR

GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the “Notice”).
2. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application. The Grantee certifies that it has followed a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).
4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

Exhibit

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:

- a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient in the case of any transfer of such property to any transferee, during the period during which the property or structure is used for any other purpose involving the provision of similar services or benefits.

- b. Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (42 U.S.C.A. §3601, et seq.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age

Exhibit

Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. The work to be performed by Grantee is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 (section 3)). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Grantee agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. Grantee also certifies that there are under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which the Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every subrecipient agreement and contract subject to compliance with regulations in 24 CFR part 135, and agrees to take

appropriate action, as provided in an applicable provision of such contract or in this section 3 clause, upon a finding that the subrecipient or contractor is in violation of the regulations in 24 CFR part 135. Grantee will not contract with any subrecipient or contractor where the contractor has notice or knowledge that the subrecipient or contractor has been found in violation of the regulations in 24 CFR part 135.

The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 7(b) agree to comply with section 7(b) to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Exhibit

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.
 - b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG

Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and

- e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (1) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
- g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

- 13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
- 14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
- 15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
- 16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities

indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.

17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

Exhibit

accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant funds by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) master recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).

No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.

23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for the area that has been identified by the Secretary of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect federal funding. It will comply with 42 U.S.C. § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) (or “100-year”) floodplain). However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and

maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.)
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
 - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:

- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
 - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.
34. It will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within its jurisdiction and take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in that regard. See 24 CFR 570.487(b)(2) and 570.601(a)(2).
35. Its activities to be administered with CDBG funds are consistent with the applicable Louisiana Action Plan, as amended.
36. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most distressed areas for which the President declared major disasters in the aftermath of Hurricane Isaac, pursuant to the Stafford Act.
37. It has the capacity to carry out disaster recovery activities in a timely manner.
38. It will not use any Grant Funds for any activity in an area delineated as a special flood hazard area or equivalent in FEMA's most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source of this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.
39. It will comply with applicable laws.
40. It has reviewed the requirements of the Notice and requirements of Public Law 113-2 applicable to the funds allocated by the Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud and abuse of funds.
41. As required by the Notice, Grantee must incorporate performance requirements and penalties into each procured contract or agreement.

Exhibit

42. It will comply with all applicable building standards.

All new construction of residential buildings or replacement and/or reconstruction of substantially damaged buildings must incorporate Green Building Standards, and rehabilitation of non-substantially damaged residential buildings must follow guidelines in the HUD CPD Green Building Retrofit Checklist. Any construction subject to the Green Building Standards must meet an industry-recognized standard and achieve certification under at least one of the following programs: ENERGYSTAR; Enterprise Green Communities, LEED, ICC-700 National Building Standard, and/or any other equivalent comprehensive green building program approved by the OCD. Grantee will comply with any requirements designed to verify these requirements.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

GRANTEE

By: _____

Title _____

This _____ day of _____, 20____.

Exhibit



February 13, 2015

Lowlander Center
106 Sandalwood Dr.
Gray, LA 70359

Re: Intent to Participate with State in NDR

This letter is to confirm the mutual intent of both the Louisiana Office of Community Development and the Lowlander Center to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the La. Office of Community Development's CDBG-NDR application.

The Lowlander Center is a 501-c-3 non-profit organization supporting lowland people and places through education, research and advocacy. It is a Center that is based on community participatory principles and methods. Problem solving begins at the community level. The work of the Lowlander Center is to help create solutions to living with an ever-changing coastline and land loss while visioning a future that builds capacity and resilience for place and people.

The Lowlander Center will continue to work collaboratively with the State, as a partner, and will support the planning, outreach and development of proposed projects in Phase II.

It is understood that this letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership will be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

Kristina Peterson, PhD

Facilitator- Director
Lowlander Center

Appendix D
PARTNERHSIP AGREEMENT
BETWEEN
STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
AND
LOWLANDER CENTER
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 26 day of October, 2015 by and between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT (OCD-DRU) (herein called the “Applicant”) and LOWLANDER CENTER (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable as determined by Applicant, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application. The written agreement must be compliant with Louisiana Law and contain the terms and conditions customarily contained by Applicant’s agreements in connection with the CDBG funds, consistent with the sample agreement attached as Exhibit A..

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the

Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1: Resettlement

Lowlander Center will work with OCD-DRU, Louisiana Housing Corporation (LHC), and the Isle de Jean Charles community to design and coordinate the resettlement process. This includes, but is not limited to, site acquisition, site planning and design, development of financing structure, outreach and engagement, inclusion of cultural principles, and, participation during construction for adherence to plans and modifications of plans where necessary or requested by the stakeholders. Target area is Tract 13 of Terrebonne Parish.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months, unless extended or modified by HUD.

	<u>Days in pre-development</u>	<u>Days in construction and close-out</u>
<u>Activity #1: Resettlement</u>	365	820

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee. The Planning Team for this agreement consists of Lowlander Center staff: Director, Kristina Peterson; Associate Director, Shirley Laska; Chief Financial Officer, OPES Consilia, LLC (Darren Diamond); Risk and Continuity Manager, Alessandra Jerolleman; Quality Control Manager, Fourth Root, LLC (Kevin Krejci); Green Infrastructure and Sustainability Manager, OPES Consilia, LLC (Tony Laska); as well as Landscape Architect, Evans + Lighter Landscape Architecture (Barney Lighter); Architects, EnivronMental Design(Eddie Cazayoux), and Jenken Architecture (Bill Wong).

III. BUDGET

	<u>Pre-development</u>	<u>Construction</u>	<u>Close-out</u>	<u>Total</u>
<u>Activity #1: Resettlement</u>				
CDBG-NDR	\$3,836,657	\$40,936,685	\$3,605,907	\$48,379,249
				\$48,379,249

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

A. Notwithstanding the provision in Sections II and III, above, the budget and scope of work contained in this Agreement are preliminary in anticipation of an award of CDBG-NDR funds. In the event that Applicant is awarded only a portion of the CDBG-NDR funds requested by Applicant, Applicant may in its discretion adjust the budget and scope of work in the written agreement to hereinafter to be entered with the Partner.

B. In the event that Applicant deems appropriate in the administration of the CDBG-NDR grant it may decline to enter a written agreement with the Partner or terminate the written agreement with the Partner.

C. Notwithstanding the use of the terms "Partnership Agreement" and "Partner", in this Agreement, this Agreement shall not be construed to create a legal partnership between the Applicant and the Partner. The terminology is utilized solely to be consistent with the verbiage contained in the NOFA under which Applicant is seeking an award of CDBG-NDR funds. The relationship of the parties under this Agreement shall be determined by the nature of the type of written agreement which Applicant would enter with the Partner in connection with an award of CDBG-NDR funds as determined by Applicant, be that customer-vendor; grantor-subrecipient, grantor-grantee, lender-borrower, or similar relationship.

D. Applicable Law, Venue and Controversies: Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The Parties 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.

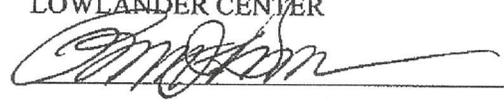
OFFICE OF COMMUNITY DEVELOPMENT


Name: Patrick W. Forbes

Title: Executive Director

Date: 10.26.15

LOWLANDER CENTER


Name: Kristina J. Peterson

Title: Director - facultator

Date: October 26, 2015



Columbia Residential

1718 Peachtree Street NE #684

Atlanta, GA 30309

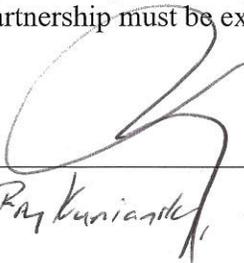
Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of Louisiana, Division of Administration, Office of Community Development and Columbia Residential and its affiliates to collaborate and enter into a partner agreement [or other agreement], contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Louisiana's CDBG-NDR application.

Columbia Residential, and its affiliates, is an integrated development company, comprising master planning, development, project management, construction management, and property management disciplines. Columbia Residential works in locations that are underserved by the affordable housing industry and employs vendors to develop and construct housing that is inspired with purposeful architectural design; sustainable construction and a commitment to the community and surrounding neighborhoods.

New Columbia Residential, LLC will be the developer for the St. John Resilient Housing Development in LaPlace, Louisiana and proposed as a part of the State of Louisiana' NDRC Phase II application.

It is understood that this is letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.



Ray Kuriandy, Chief Development Officer

New Columbia Residential, LLC

**PARTNERHSIP AGREEMENT
BETWEEN
STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION,
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
AND
NEW COLUMBIA RESIDENTIAL, LLC
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)**

THIS AGREEMENT, entered this 23 day of October, 20 15 by and between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT (DRU) (herein called the “Applicant”) AND NEW COLUMBIA RESIDENTIAL, LLC (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable as determined by Applicant, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application. The written agreement must be compliant with Louisiana Law and contain the terms and conditions customarily contained by Applicant’s agreements in connection with the CDBG funds, consistent with the sample agreement attached as Exhibit A.-

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 St. John Resilient Housing – Redevelopment of affordable housing in LaPlace. Columbia Residential will work with St. John Baptist Parish Housing Authority and St John the Baptist Parish Government as developer – performing all pre-construction activities and construction activities, including assembling of financing.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months, unless extended or modified by HUD.

The Partner agrees to implement the following:

	<u>Days in pre-development</u>	<u>Days in construction</u>	<u>Days in close-out</u>
<i>Activity #1: St. John Resilient Housing</i>	365	730	90

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

	<u>Pre-development</u>	<u>Construction</u>	<u>Total</u>
<i>Activity #1: St. John Resilient Housing</i>			
<i>leverage</i>		\$7,703,016	\$7,703,016
<i>CDBG-NDR</i>	\$2,880,452	\$8,619,548	\$11,500,000
			\$19,203,016
		CDBG-NDR Total:	\$12,075,001
		Projects Total:	\$19,203,016

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

A. Notwithstanding the provision in Sections II and III, above, the budget and scope of work contained in this Agreement are preliminary in anticipation of an award of CDBG-NDR funds. In the event that Applicant is awarded only a portion of the CDBG-NDR funds requested by

Applicant, Applicant may in its discretion adjust the budget and scope of work in the written agreement to hereinafter to be entered with the Partner.

B. In the event that Applicant deems appropriate in the administration of the CDBG-NDR grant it may decline to enter a written agreement with the Partner or terminate the written agreement with the Partner.

C. Notwithstanding the use of the terms "Partnership Agreement" and "Partner", in this Agreement, this Agreement shall not be construed to create a legal partnership between the Applicant and the Partner. The terminology is utilized solely to be consistent with the verbiage contained in the NOFA under which Applicant is seeking an award of CDBG-NDR funds. The relationship of the parties under this Agreement shall be determined by the nature of the type of written agreement which Applicant would enter with the Partner in connection with an award of CDBG-NDR funds as determined by Applicant, be that customer-vendor; grantor-subrecipient, grantor-grantee, lender-borrower, or similar relationship.

D. Applicable Law, Venue and Controversies: Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

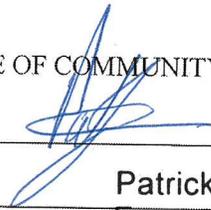
The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The Parties 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.

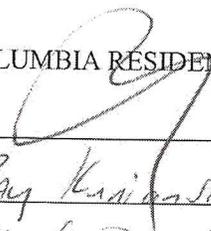
OFFICE OF COMMUNITY DEVELOPMENT


Name: Patrick W. Forbes
Executive Director

Title: _____

Date: 10.23.15

NEW COLUMBIA RESIDENTIAL, LLC


Name: Ray Kinsley

Title: Chief Development Officer

Date: 10/23/15

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

COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM THROUGH THE
NATIONAL DISASTER RESILIENCY PROGRAM

[GRANTEE NAME]

This Cooperative Endeavor Agreement (“Agreement”) is entered into by and between [GRANTEE NAME], the (“Grantee”) and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD”), each represented herein by their undersigned duly authorized representatives. Grantee and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

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Exhibit

WHEREAS, the OCD, on behalf of the State of Louisiana (the “State”), administers the State’s CDBG National Disaster Resiliency Program (the “CDBG-NDR Program”), which is subject to the Federal statutes and regulations governing CDBG-NDR grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

WHEREAS, Grantee is the entity charged with planning for the recovery of _____ and has been identified as a “Partner” in the State’s application to HUD for the CDBG-NDR grant for the projects identified in the Scope of Work of this Agreement. and

WHEREAS, the public purpose to be derived from this Agreement is the expeditious and effective implementation of resiliency efforts as part of the CDBG-NDR Program; and

WHEREAS, the actions of the OCD and Grantee will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement.

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG-NDR, shall make available to Grantee disaster recovery funds up to the maximum amount of _____ and xx/100 Dollars (\$_____.00) (the “Grant Funds”) for the purpose of funding Grantee’s planning activities under the CDBG-NDR (the “Program”).

[NOTE: IN THE EVENT THAT THE AWARD TO THE STATE BY HUD IS LESS THAN APPLIED FOR, THE GRANT AWARD MAY BE LESS THEN LISTED IN THE PARTNERSHIP AGREEMENT AT THE DISCRETION OF OCD]

B. Implementation of Agreement

Grantee’s rights and obligations under this Agreement are as a grant recipient as set forth in 24 CFR 57.501. Grantee is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the OCD’s providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Appendix A) executed by Grantee and made part hereof. The OCD’s providing of Grant Funds under this Agreement is specifically conditioned on Grantee’s compliance with this provision and all program and CDBG regulations, guidelines and standards.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that Grantee’s policies and program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

C. Goals and Objectives

The activities funded by this Agreement are expected to assist in the execution of the Program, which involves activities associated with the development of a plan to _____.

Exhibit

D. The Program

1. Statement of Work

Grantee shall use the Grant Funds for the costs associated with a planning project that _____ has _____ the _____ purpose _____ of _____

The Program shall be conducted by Grantee in accordance with the regulations and limitations of the Program.

2. The Budget

The “Budget” for the Agreement shall be as follows:

Activity/Item	Amount
Planning and design consultant	\$
Analysis and assessment	\$
Project delivery	\$
TOTAL	\$

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation of the Grant Funds under the Agreement.

3. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. “Eligible Expenses” for Grant Funds under this Agreement include those applied to eligible activities as set forth in the State’s final application to HUD in response to the NDRC NOFA (refer to <http://www.doa.la.gov/Pages/ocd-dru/Isaac/NDRC.aspx>), that are in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD.

4. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements as applicable to the CDBG

5. Building Code Standards

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

6. Mitigation Plan

Grantee is responsible for ensuring that the Program and all projects implemented therein considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes

7. Assurances

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, sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all 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 is prior to the execution of this Agreement executed the Statement of Assurances, attached hereto and incorporated herein as Appendix A, regarding 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.

Grantee shall be responsible for implementation of infrastructure improvements in compliance with any applicable federal and state procurement and bid laws and regulations and in adherence with the Louisiana Public Works Act.

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG-NDR administered by HUD, which by its nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee

Exhibit

agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Program described in the Statement of Work may constitute a basis for disallowance of costs.

9. Procedures to Detect and Prevent Fraud, Abuse and Mismanagement

In order to minimize fraud, waste, and abuse in CDBG-NDR programs, Grantee is required to demonstrate that it has procedures and/or systems in place to identify and report potential fraud, waste, and abuse in their CDBG-NDR program(s) prior to the release of funds. If suspected fraud is identified, Grantee is required to immediately report the information to the OCD Executive Director. Grantee shall comply with monitoring requirements of the OCD designed to identify any fraud, waste, abuse or mismanagement.

Exhibit

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Program described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for the OCD on this Agreement is the Executive Director of the OCD, or his/her designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all Guidelines for the Program. Grantee shall submit to the OCD, on a schedule and dates to be provided by the OCD, but not less than every six months, a report of project progress and beneficiary data in a format to be provided by the OCD. Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive grant funds or other beneficiaries of the program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this

Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

F. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

Exhibit

- A. Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of the OCD or his designee for approval. Following review and approval of the draw requests by the Executive Director of the OCD, or his designee, approved draw requests shall be submitted to the OCD Finance Manager, or his designee, for approval of payment. Draw requests not approved by the Executive Director of the OCD or the OCD Financial Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.
- B. Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.
- C. Indirect costs are not reimbursable under this Agreement. Eligible travel expenses incurred under this Agreement shall be paid in accordance with PPM 49.
- D. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until the OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on other funds payable under this Agreement.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

This Agreement shall begin on [DATE IS A FUNCTION OF DATE OF NDR GRANT] and shall end on of [DATE IS A FUNCTION OF PROJECT COMPLETION / CLOSEOUT PER ON PROJECT SCHEDULE] unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

Exhibit

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such state regulations, executive orders, and HUD guidelines, policies or directives may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Upon receipt of notice, Grantee shall, unless the notice directs otherwise, immediately discontinue work and placing orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

Grantee may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to OCD, with such written notification setting forth the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the OCD determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the OCD may terminate the award in its entirety under this paragraph or the Termination/Suspension for Cause provision of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authority to approve and provide an adequate budget to the OCD for fulfillment of this Agreement shall constitute a reason for termination of the Agreement by either party. Grantee shall be responsible for all authorized services properly performed prior to termination.

E. Obligations Concerning Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; and (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90)



days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

IV. ADMINISTRATIVE REQUIREMENTS

A. Taxes

Grantee shall be responsible for payment of all applicable taxes from the funds to be received under this Agreement. Grantee's federal tax identification number is _____, DUNS # _____.

A. General Administrative Requirements

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award), (except to the extent Grantee does not assume the CDC's responsibility for initiating the review process under the provisions of 41 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Financial Management

Grantee shall administer its program in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

D. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506 for five years following close out of this agreement, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502(b)(3);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and

Exhibit

2. 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 closeout of OCD’s federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD/DRU.

3. Access to Records

The OCD, the Division of Administration (“DOA”), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of

information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractor and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary to audit, examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or sub-recipient, appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, OMB Circulars A-133 and A-128, and 24 CFR 85.26.

A quasi public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

E. Procurement

If Grantee is a state, local or federally recognized Indian tribal government, Grantee shall comply with the current OCD policy and the requirements of 24 CFR 85.36 and Public Law 110-329 regarding procurement. If Grantee is an institution of higher education, a hospital or a non-profit organization, Grantee shall comply with 24 CFR 84.40 – 84.48 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by the Grantee.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under the Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);

Exhibit

5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502;
6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24; and

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; 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 101-4; 41 CFR 60-2; 24 CFR Part 5; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (found in HUD-4010), as well as all applicable provisions not mentioned are deemed incorporated 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, national origin, veteran status, political affiliation, 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.

C. Covenant Against Contingent Fees and Conflicts of Interest

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics, as applicable.

D. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Exhibit

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Grantee will not subcontract with any subcontractor where

Grantee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Exhibit

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD.

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 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.

Exhibit

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.

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA,

retirement, life and/or medical insurance and Workers' Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless/Indemnity Contractors/Subcontractors

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and the OCD harmless and defend and indemnify Grantee and the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor and/or subcontractor's performance or nonperformance of the services.

C. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

Unless expressly waived in writing by OCD, Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase blanket fidelity bond, or equivalent insurance acceptable to the OCD covering all employees for an amount equal to cash advances from the OCD.

Exhibit

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner of Administration. Such amendments shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause

G. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

H. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible consistent with the intent and purposes of the Agreement, and if such provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

Exhibit

I. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

J. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is

equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

K. Applicable Law and Venue

Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4.

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

L. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

Exhibit

M. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement and/or the Commissioner of Administration.

N. Prohibited Activity

Grantee is prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

O. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

P. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Exhibit

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Q. Subcontractors

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's or any subcontractor's duties.

R. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

S. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

Exhibit

1. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested or delivered by private, commercial carrier, express mail, such as Federal Express or sent by teletype or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Executive Director
Disaster Recovery Unit
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

To Grantee:

U. Applicability of Provisions Included/Excluded from Agreement

Failure to expressly reference any applicable federal or state regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG funds provided herein or to the particular projects performed under this Agreement, except with respect to the citation of LA R.S. §39:1072.2-1072.4 which procedure shall be adopted to apply to this interagency agreement.

Exhibit

V. No Third Party Beneficiary

Nothing herein intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

The Parties 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.

**STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION, OFFICE OF
COMMUNITY DEVELOPMENT**

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

Exhibit

APPENDIX A

CDBG-NDR
GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the “Notice”).
2. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.005 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).
4. Its executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

Exhibit

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

- a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient in the case of any transfer of such property to any transferee, during the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.

- b. Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (42 U.S.C.A. §3601, et seq.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age

Exhibit

Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. The work to be performed by Grantee is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 (section 3)). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Grantee agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. Grantee also certifies that there are under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which the Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every subrecipient agreement and contract subject to compliance with regulations in 24 CFR part 135, and agrees to take

appropriate action, as provided in an applicable provision of such contract or in this section 3 clause, upon a finding that the subrecipient or contractor is in violation of the regulations in 24 CFR part 135. Grantee will not contract with any subrecipient or contractor where the contractor has notice or knowledge that the subrecipient or contractor has been found in violation of the regulations in 24 CFR part 135.

The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 7(b) agree to comply with section 7(b) to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Exhibit

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.
 - b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG

Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and

e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidispacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (1) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities

indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.

17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

Exhibit

accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant funds by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) master recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).

No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.

23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for the area that has been identified by the Secretary of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect federal funding. It will comply with 42 U.S.C. § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) (or “100-year”) floodplain). However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and

maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.)
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
 - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:

- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
 - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.
34. It will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within its jurisdiction and take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in that regard. See 24 CFR 570.487(b)(2) and 570.601(a)(2).
35. Its activities to be administered with CDBG funds are consistent with the applicable Louisiana Action Plan, as amended.
36. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most distressed areas for which the President declared major disasters in the aftermath of Hurricane Isaac, pursuant to the Stafford Act.
37. It has the capacity to carry out disaster recovery activities in a timely manner.
38. It will not use any Grant Funds for any activity in an area delineated as a special flood hazard area or equivalent in FEMA's most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source of this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.
39. It will comply with applicable laws.
40. It has reviewed the requirements of the Notice and requirements of Public Law 113-2 applicable to the funds allocated by the Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud and abuse of funds.
41. As required by the Notice, Grantee must incorporate performance requirements and penalties into each procured contract or agreement.

42. It will comply with all applicable building standards.

All new construction of residential buildings or replacement and/or reconstruction of substantially damaged buildings must incorporate Green Building Standards, and rehabilitation of non-substantially damaged residential buildings must follow guidelines in the HUD CPD Green Building Retrofit Checklist. Any construction subject to the Green Building Standards must meet an industry-recognized standard and achieve certification under at least one of the following programs: ENERGYSTAR; Enterprise Green Communities, LEED, ICC-700 National Building Standard, and/or any other equivalent comprehensive green building program approved by the OCD. Grantee will comply with any requirements designed to verify these requirements.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

GRANTEE

By: _____

Title _____

This _____ day of _____, 20____.

Exhibit



CB&I
4171 Essen Lane
Baton Rouge, Louisiana 70809
Tel: +1 225 932 2782
Cell: +1 225 270 5581
mark.goodson@cbi.com

October 22, 2015

Mr. Patrick Forbes
Executive Director
Disaster Recovery Unit
Office of Community Development
Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

Re: Intent to Participate

Dear Mr. Forbes:

This letter is to confirm the mutual intent of both the State of Louisiana, Division of Administration, Office of Community Development and CB&I Environmental and Infrastructure, Inc. (CB&I) to collaborate and enter into a partner agreement [or other agreement], contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Louisiana's CDBG-NDR application.

CB&I is one of the world's largest energy infrastructure and program management firms with over 54,000 employees. CB&I provides proven and scalable resiliency solutions to help clients survive, adapt, and thrive in the face of environmental, social and economic stresses.

CB&I will be a programmatic consulting advisor to the State of Louisiana on development and implementation of the Louisiana Strategic Adaptations for Future Environments (LA SAFE) Program.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,
CB&I Environmental & Infrastructure, Inc.

Mark Goodson
Director, Resiliency Solutions
Tel: +1 225 932 2782
Cell: +1 225 270 5581
mark.goodson@cbi.com

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN
STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
AND
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 26 day of October, 2019 by and between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT (OCD-DRU) (herein called the “Applicant”) and CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable as determined by Applicant, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application. The written agreement must be compliant with Louisiana Law and contain the terms and conditions customarily contained by Applicant’s agreements in connection with the CDBG funds, consistent with the sample agreement attached as Exhibit A..

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the

Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1: Program refinement

Utilizing community and stakeholder feedback, as well as best practices and the most up-to-date data, CB&I will help OCD-DRU refine the LA SAFE program in order to maximize funding, optimize impact and community benefits, and remain adaptable and responsive to changing risks and threats. Program refinement will begin immediately upon receipt of award by OCD-DRU, and continue thereafter with a formal review and recommendation of changes (if any) by CB&I on a semi-annual basis. ALL geographic target areas within application

Activity #2: Strategic Advisement

On an ongoing and as-needed basis, CB&I will provide strategic advice to OCD-DRU regarding certain projects under consideration for funding, program policy considerations, leveraged funding, and any other program areas, as requested. ALL geographic target areas within application.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months, unless extended or modified by HUD.

	<u>Begin</u>	<u>End</u>	<u>Total</u>
<u>Activity #1: Program Refinement</u>	<u>2/1/2016</u>	<u>9/30/2019</u>	<u>44 months</u>
<u>Activity #2: Strategic Advisement</u>	<u>2/1/2016</u>	<u>9/30/2019</u>	<u>44 months</u>

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

See attached CB&I Organization Chart.

III. BUDGET

<i>Activities #1 and #2</i>	<i>1st 12-mos.</i>	<i>2nd 12-mos.</i>	<i>3rd 12-mos.</i>	<i>4th 8-mos</i>	<i>Total</i>
	\$49,999	\$49,999	\$49,999	\$49,999	\$199,996
					\$199,996

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

A. Notwithstanding the provision in Sections II and III, above, the budget and scope of work contained in this Agreement are preliminary in anticipation of an award of CDBG-NDR funds. In the event that Applicant is awarded only a portion of the CDBG-NDR funds requested by Applicant, Applicant may in its discretion adjust the budget and scope of work in the written agreement to hereinafter to be entered with the Partner.

B. In the event that Applicant deems appropriate in the administration of the CDBG-NDR grant it may decline to enter a written agreement with the Partner or terminate the written agreement with the Partner.

C. Notwithstanding the use of the terms "Partnership Agreement" and "Partner", in this Agreement, this Agreement shall not be construed to create a legal partnership between the Applicant and the Partner. The terminology is utilized solely to be consistent with the verbiage contained in the NOFA under which Applicant is seeking an award of CDBG-NDR funds. The relationship of the parties under this Agreement shall be determined by the nature of the type of written agreement which Applicant would enter with the Partner in connection with an award of CDBG-NDR funds as determined by Applicant, be that customer-vendor; grantor-subrecipient, grantor-grantee, lender-borrower, or similar relationship.

D. Applicable Law, Venue and Controversies: Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The Parties 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.

OFFICE OF COMMUNITY DEVELOPMENT



Name:

Patrick W. Forbes

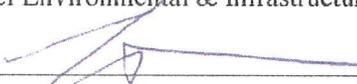
Title:

Executive Director

Date:

10.26.15

CB&I Environmental & Infrastructure, Inc.



Name: Mark Goodson

Title: Director, Resiliency Solutions

Date:

10/26/15

Waggoner & Ball Architects

March 11, 2015

Waggoner & Ball Architects
2200 Prytania St.
New Orleans, LA 70130

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of Louisiana and Waggoner & Ball Architects to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Louisiana's CDBG-NDR application.

Waggoner & Ball is a broad-based architecture and planning firm with 30 years experience. The firm is deeply invested in the future of New Orleans and southeast Louisiana as models for coastal resilience, ecological strength, and equitable development. Known internationally for its leadership in bringing Living with Water® to the forefront of contemporary planning practices, urban design, and public policy, Waggoner & Ball first initiated what became a series of Dutch Dialogues workshops, co-sponsored by the Royal Netherlands Embassy and the American Planning Association, and completed the *Greater New Orleans Urban Water Plan* in 2013. These collective efforts and extended interactions between Dutch and American architects, engineers, urban designers, landscape architects, city planners and soils/hydrology experts grew from the participants' unwavering belief that the Greater New Orleans region can survive, prosper, and grow only with a fundamentally different approach to urban water management.

As a partner, Waggoner & Ball will serve in two capacities:

- advise the State of Louisiana as it develops its approach to building resilience across the state through research, mapping, stakeholder engagement, long-range planning, and design
- provide planning and design services for specific pilot projects that arise during the Phase II development of the State of Louisiana's NDRC proposal.

It is understood that this letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Waggoner & Ball Architects



J. David Waggoner III, FAIA

Appendix D
PARTNERHSIP AGREEMENT
BETWEEN
STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
AND
WAGGONNER & BALL ARCHITECTS
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 23 day of October, 2015 by and between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT (OCD-DRU) (herein called the “Applicant”) and WAGGONNER & BALL ARCHITECTS (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

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II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the

Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1: Program refinement

Utilizing community and stakeholder feedback, as well as best practices and the most up-to-date data, Waggonner and Ball will help OCD-DRU refine the LA SAFE program in order to maximize incorporation of best practices in storm water management and general resilience principles. Develop and refine performance criteria for inclusion in LA SAFE program design, and projects therein. ALL geographic target areas within application

Activity #2: Strategic Advisement

On an ongoing and as-needed basis, Waggonner and Ball will provide strategic advice to OCD-DRU regarding certain projects under consideration for funding and program policy considerations. ALL geographic target areas within application.

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CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months, unless extended or modified by HUD.

	<u>Begin</u>	<u>End</u>	<u>Total</u>
<i>Activity #1: Program Refinement</i>	2/1/2016	9/30/2019	44 months
<i>Activity #2: Strategic Advisement</i>	2/1/2016	9/30/2019	44 months

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee. Key Personnel for this agreement are Principals David Waggonner and Mac Ball.

III. BUDGET

<i>Activities #1 and #2</i>	<u>1st 12-mos.</u>	<u>2nd 12-mos.</u>	<u>3rd 12-mos.</u>	<u>4th 8-mos</u>	<u>Total</u>
	\$49,999	\$49,999	\$49,999	\$49,999	\$199,996
					\$199,996

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IV. SPECIAL CONDITIONS

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B. In the event that Applicant deems appropriate in the administration of the CDBG-NDR grant it may decline to enter a written agreement with the Partner or terminate the written agreement with the Partner.

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D. Applicable Law, Venue and Controversies: Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

V. SEVERABILITY

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VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The Parties 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.

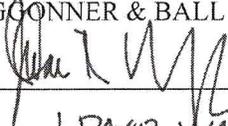
OFFICE OF COMMUNITY DEVELOPMENT


Name: Patrick W. Forbes
Executive Director

Title: _____

Date: 10.23.15

WAGGONER & BALL ARCHITECTS, APC


Name: J DAVID WAGGONER III

Title: PRESIDENT

Date: OCTOBER 22 2015

**CONSULTING SERVICES CONTRACT FOR
LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER
RECOVERY PROGRAM**

**Between the
STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT**

and

This Agreement (hereinafter referred to as the “Agreement” or “Contract”) is entered into by and between _____ (“Consultant”, “Contractor”), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT (“OCD/DRU” or “State”). Consultant and the OCD/DRU may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

I. SCOPE OF SERVICES

Exhibit

Goals and Objectives

B. Statement of Work

DELIVERABLES:

C. Contract Monitor/Performance Measures

The contract monitor for OCD/DRU on this Agreement is the _____ of the Disaster Recovery Unit or designee. The performance measures for this Agreement shall include the successful performance and completion of Consultant’s obligations as provided in this Agreement.

D. Monitoring Plan

The OCD/DRU will monitor the Services provided by Consultant and the expenditures of funds under this Agreement. The OCD/DRU contract monitor or

his designee will be primarily responsible for the routine contact with Consultant and the monitoring of Consultant's performance. Monitoring of performance under this Contract will be conducted through tracking of progress as well as through regular meetings between the OCD/DRU and Consultant.

E. Deliverables

The Contract will be considered complete when Consultant has delivered and the OCD/DRU has accepted all deliverables specified in this Agreement.

F. Substitution of Key Personnel

Consultant's key personnel assigned to this Agreement may not be replaced without the written consent of the OCD/DRU. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any employee of Consultant becomes unavailable due to the resignation, illness, or other factors outside of Consultant's control, Consultant shall be responsible for providing an equally qualified replacement.

II. PAYMENT PROCESS

Exhibit

A. The maximum amount of this Contract is _____ and _____ and 10/100 DOLLARS (\$ _____) (the "Funds"). Invoices shall be submitted using a standard invoice format provided by the OCD/DRU. No travel expenses or indirect costs will be paid under this Contract.

B. Services under this Contract shall be invoiced in accordance with the Exhibit A, Rate Schedule, attached hereto and incorporated herein. Hourly rates shall be inclusive of all expenses. No travel or other expenses will be reimbursed separately.

C. A penalty of \$___ per day for each business day a required deliverable exceeds the agreed upon completion date will be assessed against accounts payable to the Consultant under this Agreement. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Consultant and OCD/DRU, or \$_____, whichever is less. The Consultant shall not be assessed a penalty for delays due to circumstances not subject to its control.

D. Payment of invoices must be approved by the Financial Manager of the Disaster Recovery Unit of OCD/DRU or designee. The State will make every reasonable effort to make payments within 25 work days of approval of invoice.

III. TERM OF CONTRACT; TERMINATION OR SUSPENSION OF CONTRACT

A. Contract Term

This Contract shall begin on _____ and end on _____, unless terminated early under the provisions herein. The Contract may be extended by mutual agreement up to the maximum legal time limit, subject to all legally required approvals.

B. Termination/Suspension for Cause

The OCD/DRU may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if Consultant materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Consultant to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Consultant of reports to the OCD/DRU/ HUD that are incorrect or incomplete in any material respect, provided Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time, or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Consultant shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD/DRU shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Consultant shall be paid for all authorized Services properly performed prior to termination.

Exhibit

C. Termination for Convenience

The OCD/DRU may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to Consultant. Consultant shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of funds by the OCD/DRU to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD/DRU for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Consultant shall be paid for all authorized Services properly performed prior to termination.

IV. Indemnification and Limitation of Liability

A. Force Majeure

Neither Party shall be liable in any way or failure in performance beyond its control resulting from Acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Agreement.

B. Indemnity

Consultant shall be fully liable for the negligent acts, errors and omissions of its agents, employees, partners or Sub-consultants and shall fully indemnify and hold the OCD/DRU harmless, including payment of attorney fees and costs, from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by a negligent act, error or omission of Consultant, its agents, employees, partners or sub-consultants; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the OCD/DRU. For all claims for the negligent acts, errors and omissions of its employees, partners or sub-consultants, where liability is not otherwise set forth in the Contract as being “without limitation” and regardless of the basis on which the claim is made, Consultant’s liability for damages shall be the greater of \$100,000, the dollar amount of the Contract, two (2) times the charges rendered by the Contractor under the Contract, or the limits of the insurance specified under this Agreement, provided that the specified insurance maintained and collectible. It is further agreed that the insurance provided will

include contractual liability coverage insuring Consultant for the obligations under this indemnity agreement.

V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS

A. Taxes

Consultant is responsible for payment of all applicable taxes from the Funds to be received under this Contract. Consultant's federal tax identification number is _____, DUNS # _____.

B. State Furnished Resources

The OCD/DRU will provide specific project information to Consultant necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Consultant by the OCD/DRU shall remain the property of the OCD/DRU and shall be returned by Consultant to the OCD/DRU, upon request, at termination, expiration or suspension of this Agreement.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Consultant and all repositories and databases compiled or used by Consultant, regardless of the information included therein, in connection with performance of the Services under this Agreement shall become the property of the OCD/DRU and shall, upon request, be returned by Consultant to the OCD/DRU at termination or expiration of this Agreement. Cost incurred by Consultant to compile and transfer information for return to the OCD/DRU shall be billed on a time basis, subject to the maximum amount of this Agreement. Software and other materials owned by Consultant prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Consultant.

C. Sub-consultants

Consultant may, with prior written permission from the OCD/DRU, enter into subcontracts with third parties ("Sub-consultants") for the performance of any part of Consultant's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Consultant to the OCD/DRU for any breach in the performance of Consultant's duties. Sub-consultants' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Sub-consultants seeking to restrain the ability of the Sub-consultants to perform any services for the OCD/DRU shall be deemed unenforceable, null and void, to the extent of such

non-compete provision, but without invalidating the remaining provisions of the contract with the Sub-consultant.

D. Fund Use

Consultant agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Consultant and all Sub-consultants shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant and each Sub-consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

E. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the OCD/DRU's operation which are designated confidential by the OCD/DRU and made available to Consultant in order to carry out this Contract, or which become available to Consultant in carrying out this Contract, shall be protected by Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD/DRU. The identification of all such confidential data and information as well as the OCD/DRU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD/DRU in writing to Consultant. If the methods and procedures employed by Consultant for the protection of Consultant's data and information are deemed by the OCD/DRU to be adequate for the protection of OCD/DRU's confidential information, such methods and procedures may be used, with the written consent of the OCD/DRU, to carry out the intent of this paragraph. Consultant shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Consultant's possession, is independently developed by Consultant outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

Exhibit

All of the reports, information, data, et cetera, prepared or assembled by Consultant under this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD/DRU. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

In the event that the Consultant is required by or requested pursuant to applicable law, regulation, stock exchange rule or legal process to disclose any confidential information, the Consultant shall, to the extent practical and permitted by law, provide the OCD/DRU with written notice of such demand or requirement for disclosure so that the OCD/DRU may object to the disclosure and see to protect its confidential information and/or waive compliance with the terms of this agreement. In the event that a protective order or other remedy is not obtained, or the OCD/DRU waives compliance with the provisions hereof, the Consultant agrees to furnish only that portion of the confidential information that it reasonably determines, in consultation with its counsel, is legally required to be disclosed, and to exercise all commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the confidential information it discloses.

Exhibit

F. Insurance

Insurance shall be provided with insurers with an A.M. Best rating of no less than A-: VI.

This rating requirement shall be waived for Workers' Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any

class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Professional Liability Insurance. Consultant shall maintain during the life of the Contract such Professional Liability Insurance which shall protect it, the OCD/DRU, and any Sub-consultants during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the professional services provided by Consultant or its Sub-consultants pursuant to this Agreement. In the absence of specified regulations, the amount of coverage shall be as follows: Professional Liability Insurance: Combined single limits of no less than \$1,000,000.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance

Exhibit

policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

G. Audits and Inspections

It is hereby agreed that the OCD/DRU, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Consultant and/or its sub-consultants that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Consultant or sub-consultant, as appropriate, with reasonable advance notice. Consultant and its sub-consultants shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Consultant or sub-consultant, as appropriate.

Failure of Consultant and/or its sub-consultant to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD/DRU's option, result in the withholding of future payments and/or return of funds paid under this Agreement.

Consultant shall retain all financial records, reports, documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the close of this Agreement.

Exhibit

H. Copyright

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD/DRU and all such rights shall belong to the OCD/DRU.

I. Covenant Against Contingent Fees and Conflicts of Interest

Consultant shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD/DRU shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Consultant, or agents, sub-consultant, member of the governing body of Consultant or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Consultant shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. Consultant agrees to immediately notify the OCD/DRU if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

J. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities

The work to be performed under this Contract shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Exhibit

The parties to this Contract shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidence of their execution of this contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Consultant agrees to send to each labor organization or representative of workers with which Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Consultant's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

Consultant agrees to include this section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Sub-

consultant is in violation of the regulations in 24 CFR part 135. Consultant's Sub-consultants will not subcontract with any subcontractors where such Sub-consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Consultant certifies that any vacant employment positions, including training positions, that are filled (1) after such Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Consultant's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Consultant's contracts that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Exhibit

K. Discrimination and Compliance Provisions

Consultant and its sub-consultants shall 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; the Housing and Community Development Act of 1974; 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.

Consultant and its sub-consultants shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement

without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

L. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. Clean Air Act, Clean Water Act and Other Requirements

Exhibit
Consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 109 of the Clean Air Act (42 U.S.C. 1857 (h)) sections 108 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11723, and Environmental Protection Agency regulations (40 CFR part 15). The OCD/DRU recognizes that Consultant is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.

N. Energy Efficiency

Consultant shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Consultant and its Sub-consultants. The OCD/DRU will provide such standards and policies to Consultant as a pre-condition of this stipulation.

O. Eligibility Status

Consultant, and each tier of Sub-consultants, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

P. Drug-Free Workplace Requirement

Consultant hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Consultant and any third parties using funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

VI. MISCELLANEOUS PROVISIONS

A. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns. Nothing in this provision shall prevent Consultant from entering into subcontracts with one or more sub-consultants as provided elsewhere in this Agreement.

B. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

C. Applicable Law, Remedies, and Venue

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Exhibit

D. Entire Agreement

This Agreement and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the Parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

E. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

F. Amendments, Supplements and Modifications

This Agreement may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement or modify this Agreement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties.

The OCD/DRU may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Consultant to execute the written amendment required by the OCD/DRU may constitute, at the OCD/DRU's discretion, a basis for termination of this Agreement for cause.

G. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

Exhibit

H. Legal Authority

Consultant assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Consultant legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Consultant is obligated to perform under this Agreement.

I. Public Communications

Consultant shall not issue any public communications regarding the Program and Consultant's activities under this Agreement without the prior consent of the OCD/DRU.

J. Safety

Consultant shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1910, shall be observed and Consultant shall take no cause to be held on such additional safety and health measures. Consultant may determine to be reasonably necessary.

Exhibit

K. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Agreement shall forthwith be amended to make such insertion or correction.

L. Ownership

All records, reports, documents and other material delivered or transmitted to Consultant by OCD/DRU shall remain the property of OCD/DRU, and shall be returned by Consultant to OCD/DRU, at Consultant's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of OCD/DRU, and shall, upon request, be returned by Consultant to OCD/DRU, at Consultant's expense, at termination or expiration of this

Agreement. Notwithstanding the foregoing and with the exception of any confidential records, Consultant may retain one (1) copy of such materials in accordance with its records retention policy.

M. No Third Party Beneficiaries

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The OCD/DRU and the Consultant are and shall remain the only parties to this Agreement and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Agreement.

N. Waiver of Non-Competition Enforcement

Consultant agrees to waive enforcement of each and every contract provision it may have restraining employees of Consultant, a subcontractor under this Contract, or one or more subcontractors' employees from employment or contracting with the State.

Exhibit

O. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be held personally with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD/DRU:

Executive Director
Disaster Recovery Unit
Office of Community Development
Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

To Consultant:

BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY.

Exhibit

DONE AND SIGNED by the Parties on the dates set forth below:

**OFFICE OF COMMUNITY DEVELOPMENT,
DISASTER RECOVERY UNIT**

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

Exhibit

**EXHIBIT A,
RATE
SCHEDULE**

Position

on Project

Rate***

Rates include all travel and reimbursable expenses***

Exhibit