

A-35: INTERGOVERNMENTAL COOPERATIVE AGREEMENT
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BY AND BETWEEN THE

AND STATE OF LOUISIANA

(Name of Police Jury/Local Government)

PARISH OF _____

AND

(Political Subdivision/Special District)

THIS AGREEMENT is entered into on this _____ day of _____, 20_____, by and between the (name of UGLG), a political subdivision of the State of Louisiana existing under the laws of the State of Louisiana, and as a unit of general local government is an eligible applicant/recipient of CDBG funds [24 CFR 570.480(g)] from the Office of Community Development–Division of Administration, and accordingly is authorized to exercise all necessary powers to carry out this program;

And the [name of the special district] a political subdivision of the State that:

- (a) is not an eligible applicant/recipient of LCDBG funds from OCD/DOA,
- (b) does have jurisdiction over the service area of (the UGLG) CDBG project,
- (c) will provide all assistance to the [name of UGLG] necessary for their compliance with the LCDBG program including the provisions of 24 CFR 570.483.

The parties do hereby mutually agree to cooperate in the carrying out the eligible LCDBG activity as proposed through this agreement concerning:

RS: 33 §1324.

(2) Public utility services, such as water, electricity, gas, roads, bridges, causeways, tunnels, ferries and other highway facilities, and public transportation.

(3) Sewers, drains and garbage and other refuse collection and disposal.

(5) Recreational and educational facilities, such as playgrounds, recreation centers, parks and libraries.

For such activities above as eligible under the LCDBG program

1. The (name of UGLG) has applied for/received a Louisiana Community Development Block Grant to (describe project) for a service area under the jurisdiction of the special district. All of the said project is in the jurisdiction of the (UGLG).

2. The (name of UGLG) as the eligible recipient of CDBG funds does hereby assume responsibility for the proper administration, implementation and payment for the said project in conformity with and under the authority of the Louisiana Division of Administration, Community Development Block Grant Program.

3. The (special district) does hereby agree and authorize the (UGLG) to (construct/purchase) said project in accordance with the plans and specifications prepared by (engineering firm) and to use the available land and rights of way as owned by (special district).

If the UGLG will operate and maintain the improvements, use the following sentence, otherwise use 4 through 6 below (delete the unneeded portion and this instruction):

The (UGLG) hereby agrees to operate and maintain the project for a minimum of fifteen (15) years from the date of this agreement or for the useful life of the improvements, whichever is greater.

4. The (UGLG) shall transfer ownership of the project to (special district) only on the condition that said (special district) shall agree to properly operate and maintain said project in accordance with the terms and geographical boundaries of the service area as specified in the application approved on behalf of (UGLG).

5. Specifically, the transfer of ownership shall be limited to the following property and items, to wit: (here the buildings, public facility system, etc. shall be legally described).

6. The (special district) also agrees that the items or property listed above will not be transferred between districts or disposed of without LCDBG permission and complying with Federal Regulations concerning disposition of property purchased with LCDBG Funds. (24 CFR, 570.489)

THUS DONE AND SIGNED by authority granted as per attached resolutions of the above respective bodies through the undersigned duly authorized officers.

WITNESSES:

(name of UGLG)

PRESIDENT/MAYOR

(name of special district)
