

1 Introduced June 10, 2008, by Councilman  
2 Canada, seconded by Councilman Hursey  
3 (by request of Administration)

4 **RESOLUTION R08-37**

5  
6 A resolution authorizing the Mayor to enter into the required Cooperative  
7 Endeavor Agreement with the LA Division of Administration, Office of Community  
8 Development - Disaster Recovery Unit to secure Community Development Block Grant  
9 (CDBG) Disaster Recovery Funds; to utilize the State's Administrative Consultant, Hunt,  
10 Guillot & Associates, LLC, to administer the program on behalf of the City of Slidell; and to  
11 authorize the Mayor to sign any and all documents required in the submission of the  
12 required application and subsequent administration of the program.

13 WHEREAS, the City of Slidell will submit the required application to the  
14 Louisiana Division of Administration, Office of Community Development - Disaster  
15 Recovery Unit to secure its appropriation of Community Development Block Grant (CDBG)  
16 Disaster Recovery funding; and  
17

18 WHEREAS, implementation of the program requires completion of the  
19 required application and subsequent administration of the grant program in accordance  
20 with all CDBG regulations; and  
21

22 WHEREAS, utilization of the State's administrative consultant, Hunt, Guillot,  
23 & Associates, LLC, allows the Slidell City Council to allocate 100% of its funding to the  
24 project, as opposed to funding administrative services from its allocation, if another  
25 administrator is selected; and  
26

27 WHEREAS, submission of the application and subsequent administration of  
28 the grant program requires the execution of numerous forms and documents.  
29

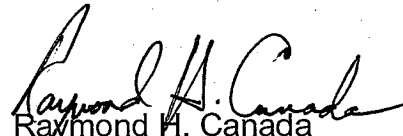
30 NOW THEREFORE BE IT RESOLVED by the Slidell City Council, that Mayor  
31 Ben Morris be hereby authorized to enter into the required Cooperative Endeavor  
32 Agreement with the LA Division of Administration, Office of Community Development -  
33  
34  
35  
36  
37  
38  
39

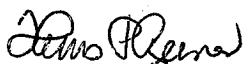
1 **RESOLUTION R08-37**  
2 **PAGE 2**  
3

4 Disaster Recovery Unit to secure Community Development Block Grant (CDBG) Disaster  
5 Recovery funds and to sign any and all documents required in the submission of the  
6 required application and subsequent administration of the program.  
7  
8

9 BE IT FINALLY RESOLVED that the City of Slidell will utilize the State's  
10 administrative consultant, Hunt, Guillot & Associates, LLC, to administer the program on  
11 behalf of the City of Slidell.  
12  
13

14 **ADOPTED** this 10th day of June, 2008.  
15

16   
17 Raymond H. Canada  
18 President of the Council  
19 Councilman, District E  
20

21   
22 Thomas P. Reeves  
23 Council Administrator  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

OCD/DRU Format #1(LTCR)

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 LOUISIANA  
LONG TERM COMMUNITY RECOVERY PROGRAM

This Cooperative Endeavor Agreement (“Agreement”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008 (effective date), by and between City of Slidell (“Grantee”), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD”). Grantee and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

**I. PREAMBLES**

- A. 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
- B. In the aftermath of Hurricane Katrina and Hurricane Rita, the United States Congress, through Public Law 109-148 and through Public Law 109-234, appropriated funds to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program for use through the State of Louisiana for disaster recovery; and
- C. OCD, on behalf of the State of Louisiana, administers the State’s CDBG disaster recovery program, which is subject to the Federal statutes and regulations governing the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and
- D. The State submitted to HUD Louisiana’s Action Plan Amendment Number 12, (Long Term Community Recovery Program), which proposed using \$200 million of the CDBG disaster recovery allocation within the Infrastructure Program for the purpose of providing funding for the implementation of local long-term recovery plans in the most heavily impacted areas of the state. On August 17, 2007, HUD approved Louisiana’s Action Plan Amendment Number 12; and
- E. Grantee is the unit of local government responsible for the rebuilding and recovery of City of Slidell. Recovery and rebuilding efforts of Grantee involve

projects designed to address long-lasting problems caused by Hurricanes Katrina and/or Rita, including damage to the local economy, environment, housing stock, public safety, education, health care, and transportation, among others; and

- F. Grantee has applied for, or plans to apply for assistance from the CDBG Disaster Recovery Program through the Long Term Community Recovery Program for the long term recovery of City of Slidell; and
- G. The public purpose to be derived from this Agreement is to expeditiously and effectively implement the long term recovery of City of Slidell as part of the CDBG Disaster Recovery Program through the Long Term Community Recovery Program; and
- H. 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 Parties hereby agree as follows:

## **II. SCOPE OF SERVICES**

### **A. Grant Award**

OCD, as administrator of the CDBG Disaster Recovery Program, subject to the terms and conditions of this Agreement, shall make available to Grantee Disaster Recovery funds up to the gross amount of Five Hundred Sixty Thousand, Two Hundred Eighty Four Dollars and 66/100.. (\$560,284.66) ("the Grant Funds") for the purpose of funding the implementation of the long term community recovery plans of City of Slidell (the "Program").

### **B. CDBG Compliance**

Grantee's rights and obligations under this Agreement are as a grant recipient as set forth in 24 CFR 570.501. Grantee is responsible for implementing the Program in a manner satisfactory to OCD and HUD and consistent with any applicable standards that may be required as a condition of OCD's providing the funds. Grantee shall comply with all applicable CDBG Program Administration and Compliance requirements as set forth by this Agreement and the Statement of Assurances executed by Grantee and made a part hereof.

### **C. Goals and Objectives**

The activities of the Program are expected to assist Grantee in the implementation of projects designed to promote the long term recovery of City of Slidell from damage caused by Hurricanes Katrina and/or Rita, including damage to the

economy, environment, housing stock, public safety, education, health care, and transportation, among others.

**D. Statement of Work**

Grantee's obligations with respect to the CDBG funds provided to it by the OCD are as follows:

1. Grantee shall receive and use CDBG funds for reimbursement of Eligible Expenses, as defined herein, applied to projects approved by the Louisiana Recovery Authority ("LRA") and the OCD-Disaster Recovery Unit through the application process described below.
2. Plan Approval and Project Funding Application Process.
  - a. Grantee shall submit a Recovery Plan (the "Plan") and a Prioritized Project List (the "Project List") to the LRA for approval. The Plan and the Project List must comply with all citizen participation requirements, as shown in the most recent applicable Action Plan Amendment (available at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>), and must include projects that:
    1. were selected by Grantee based on local recovery priorities;
    2. demonstrate broad-based support from the local community, as indicated by inclusion in a broadly accepted Recovery Plan, or similar mechanism;
    3. are consistent with regional and state plans, as determined by the LRA; and
    4. include direct benefits to the most affected municipalities and communities or have the agreement from the elected officials of the most impacted municipalities.
  - b. Upon approval of the Plan and the Project List by the LRA, Grantee shall submit individual project applications to the OCD-Disaster Recovery Unit for approval. The OCD-Disaster Recovery Unit shall make individual project approval determinations pursuant to CDBG and HUD guidelines and regulations.
    - i. The individual project applications must include a projected schedule for completion and project budget on a form approved by OCD. Upon approval of the application, the resulting project award shall be implemented through this Agreement and subject to the terms and conditions thereof. The project schedule and budget accepted in writing by OCD for each such project shall be deemed to automatically form a part of this Agreement and may not be amended without the further written consent of OCD.
    - ii. The notice of approval of the project application by OCD shall be accompanied by a monitoring plan for each such project.

compliance and cooperation with such plan by the Grantee shall be deemed a requirement of this Agreement.

3. Eligible Expenses for CDBG funds under this Agreement include those applied to eligible activities, as defined in the program-applicable Action Plan Amendment (refer to <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>), that are recovery-related, are part of the Recovery Plan of Grantee and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth above, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the LRA. Activities eligible for CDBG funds under this Agreement include, but are not limited to:

- a. acquisition of real property;
- b. acquisition, construction, reconstruction, and/or installation of public facilities and improvements;
- c. clearance, rehabilitation, reconstruction and construction of buildings;
- d. removal of architectural barriers to provide access for the elderly and handicapped;
- e. disposition of real property, including costs associated with maintenance and transfer of acquired properties;
- f. provision of public services, such as job training;
- g. payment of the non-federal share of other federal matching grant programs;
- h. relocation associated with projects that utilize one or more of the other eligible activities listed here;
- i. activities carried out through nonprofit organizations;
- j. assistance to neighborhood-based organizations, local development corporations, and nonprofit organizations that serve the development needs of communities; and
- k. implementation of energy efficiency/conservation programs.

4. Grantee is responsible for ensuring that each approved project considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

5. Grantee shall adopt and enforce the latest available flood elevations of the FEMA Flood Recovery Guidance, unless exceptions are granted by the OCD and the LRA based on reasonable alternatives where safety is not minimized.

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

7. Grantee shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations. It shall be Grantee's responsibility to require that all of its contractors, and all tiers of their

subcontractors, adhere to all applicable state and federal laws and regulations, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee shall execute a Statement of Assurances, attached hereto, 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.

8. As between the Parties to this Agreement, Grantee, as the administrator of the long term recovery efforts for City of Slidell, bears sole responsibility for implementing such recovery efforts.

9. Grantee shall be responsible for conducting the implementation of the 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.

10. Grantee hereby binds itself, certifies, and gives its assurances 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 contract are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. 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 OCD relating to the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by OCD and/or HUD.

In the event costs are disallowed and required to be repaid to the State, 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, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the Office of Community Development.

#### **E. Contract Monitor/Performance Measures**

The contract monitor for OCD on this Agreement is the Infrastructure Manager of the Disaster Recovery Unit or his designee. The performance measures for this contract shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments. Grantee shall

submit to OCD quarterly, on a schedule and dates to be provided by OCD, a report of project progress and beneficiary data in a format to be provided by OCD.

**F. Duplication of Benefits**

In the event that alternate sources are, or become, available to Grantee for funding of the costs which 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 OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which 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.

If the Grantee reimburses OCD for funding paid under the Agreement due to the availability of funds from an alternate source, the reimbursed funds shall be available in the general Grant Fund of Grantee and may be re-issued to Grantee for approved projects by the method set forth herein.

**III. PAYMENT PROCESS**

A. Not more than two times per month per project, Grantee may submit a request for payment of the funding provided hereunder.

For reimbursement of Eligible Expenses on approved projects payable under this Agreement, Grantee shall submit its request to OCD on a draw request form as provided by OCD. The draw request shall include a report with such data as cost type, cost amount, vendor names and payment amounts, and percentage of project completion. The report shall also contain a summary (by project activity) of all project costs and all costs payable under this Agreement since the previous request by program activity. Grantee shall transmit the draw request, report and required supporting documentation, as defined by the OCD, to the Infrastructure Manager of the OCD-Disaster Recovery Unit or his designee for approval. Following review of the Infrastructure Manager or his designee, draw requests shall be submitted to the Financial Manager or his designee for approval of payment.

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



C. Grant Funds shall not be drawn in advance. Indirect costs are not reimbursable under this Agreement.

D. In the event of non-compliance with this Agreement, OCD may withhold payment to the Grantee until OCD deems the Grantee has brought each project within compliance. Noncompliance on one project funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

#### IV. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Grantee and OCD hereby agree that the term of this Agreement shall begin on the Effective Date and continue for a period of thirty six (36) months from the Effective Date. It is expressly understood between the parties that construction projects commenced and/or completed prior to the execution of this Agreement are eligible for grant funding under the terms of this Agreement.

B. Termination/Suspension for Cause:

OCD may, after giving reasonable written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include but not be limited to:

1. failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;

2. submission by Grantee of reports to 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

3. 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, 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:

OCD may terminate the Agreement at any time by giving at least ninety (90) 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 funds by 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.

**V. HUD/CDBG COMPLIANCE PROVISIONS**

**A. Discrimination**

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.

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, sexual orientation, 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.

**B. Maintenance and Access to Records**

Grantee shall maintain accounts and project records, including 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 OCD to assure proper accounting for all project funds. 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. All records shall be maintained for five (5) years after contract closeout.

**C. Auditors' Clause**

It is hereby agreed that 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 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 Grantee audit conducted in accordance with current State policy concerning Grantee and its contractor's audits and OMB Circular A-133 and OMB Circular A-128.

**D. 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 warrant, OCD shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract 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 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.

However, upon written request of Grantee, the OCD may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Grantee or the person affected by

applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Grantee which would, in any way, permit a violation of State or local law or any or statutory or regulatory provision.

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

The work to be performed under Grantee's contracts 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.

The parties to Grantee's contracts shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by 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.

**F. Reversion of Assets**

Upon expiration of this Agreement, Grantee shall transfer to OCD any CDBG funds in the possession of Grantee on hand at the time of expiration and any accounts receivables attributable to the use of the CDBG funds.

**G. Continuing Compliance With National Objective**

Grantee agrees that in the event that any immovable property improved by Grantee through the use of CDBG funds hereunder in excess of \$25,000 shall be utilized for a period of at least five years following the expiration of this Agreement to satisfy the national objectives for the use of the CDBG funds approved or hereinafter approved by HUD as set forth in the action plans or otherwise. In the event that Grantee fails to utilize the immovable property in compliance with this provision, Grantee shall pay to OCD an amount equal to the current 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.

**H. General Compliance**

Grantee agrees that it 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 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).

5. Uniform administrative requirements. Grantee shall comply with applicable uniform administrative requirements described in 24 CFR 570.502.

6. Eligibility Status: Grantee's contractors, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

7. Energy Efficiency: Grantee's contractors shall recognize and comply with 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.

## **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.

### **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 and Venue**

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.

**D. 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.

**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.

**G. 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 liable 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.

**H. 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.

**I. 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:

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

To Grantee:

---

---

---

---

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

**OFFICE OF COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF SLIDELL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## GRANTEE STATEMENT OF ASSURANCES

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

1. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the CDBG Program.
2. 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.
3. 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.
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 insofar as the provisions of such Act apply to the Louisiana 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: OMB Circular A-87 and A-102, as amended and made part of State regulations; OMB Circular A-133, revised; OMB Circular A-21 (for educational institutions) or A-122 (for non-profit organizations); and 24 CFR 85.36.
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 11296, relating to evaluation of flood hazards, and Executive Order 11288, 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 the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1971, subject to the exceptions contained in 41 CFR 101-19.604. 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 (Pub. L. 88-252), 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, or in the case of any transfer of such property, any transferee, for 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 (Public Law 90-284), 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 the Housing and Community Development Act of 1974, 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 Discrimination Act of 1975.
- d. Executive Order 11063, 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 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.

11. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible, opportunities for training and

employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
  - a. 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, and HUD implementing instructions at 24 CFR Part 42 and 24 CFR 570.606; and
  - b. inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
  - c. 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
  - d. 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
  - e. follow a residential anti-displacement and relocation assistance plan and comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under Section 570.606(a) and HUD implementing regulations at 24 CFR Part 42; the requirements in Section 570.606(b) governing the residential anti-displacement and relocation assistance plan under Section 104(d) of the Housing and Community Development Act of 1974; the relocation requirements of Section 505.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 505.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.
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.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
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. 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. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C.470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et. seq.). This will be done 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 800.8) by the proposed activity; and
  - b. complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
18. It will comply with the provisions in 24 CFR 570.200(c) regarding special assessments to recover capital costs.
19. It will comply with all requirements of Section 504 of the Rehabilitation Act of 1973, as amended.
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 in accordance with Section 519 of Public Law 101-1448 (the 1990 HUD Appropriations Act).
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
22. It will administer and enforce the conflict of interest requirement set forth in 24 CFR 570.611.

Signing these assurances means that Applicant/Grantee/Subrecipient 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/Subrecipient funds to correct deficiencies.

APPLICANT/GRANTEE/SUBRECIPIENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.