

Reso.

2010-0130

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)**

RESOLUTION NO. 5735

A resolution authorizing the execution of the First Amendment to the Cooperative Endeavor Agreement between the State of Louisiana, Division of Administration, Office of Community Development – Disaster Recovery Unit and St. Charles Parish, CFMS# 684276, to secure additional Community Development Block Grant (CDBG) Disaster Recovery funds allocated to St. Charles Parish in the amount of \$2,291,848.00 for the purpose of funding recovery projects in St. Charles Parish.

WHEREAS, the St. Charles Parish Council approved Resolution 5642 authorizing the Parish President to enter into the required Cooperative Endeavor Agreement, CFMS# 684276, with the State of Louisiana, Division of Administration, Office of Community Development – Disaster Recovery Unit to secure \$2,642,418.00 in Disaster Recovery funding allocated to the Parish; and,

WHEREAS, St. Charles Parish has been advised that, pursuant to the U.S. Department of Housing and Urban Development's approval on December 1, 2009, of Action Plan Amendment Number 2 to Louisiana's Action Plan for the Utilization of CDBG Funds in Response to Hurricanes Gustav and Ike, that additional funding has been allocated to the Parish in the amount of \$2,291,848.00, resulting in a total funding allocation to the Parish of \$4,934,266.00, for the purpose of funding the implementation of recovery projects in St. Charles Parish; and,

WHEREAS, formal acceptance of the additional funding necessitates that the Parish President execute the First Amendment to said Cooperative Endeavor Agreement that the State has prepared.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, on behalf of St. Charles Parish do hereby authorize Parish President V.J. St. Pierre, Jr., to execute the First Amendment to the Cooperative Endeavor Agreement with the State of Louisiana, Division of Administration, Office of Community Development – Disaster Recovery Unit to secure additional Community Development Block Grant (CDBG) Disaster Recovery funds allocated to St. Charles Parish as a result of Hurricanes Gustav and Ike, and to sign any and all documents required in the submission of the required application and subsequent administration of the program.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 5th day of April, 2010, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Billy Raymond, Sr.
SECRETARY: Burton J. Tucker
DLVD/PARISH PRESIDENT: April 6, 2010
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: April 6, 2010
AT: 4:52pm RECD BY: [Signature]

OCR # 107-901362
CFMS # 684276
AMENDMENT #1

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

FIRST AMENDMENT TO THE
COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM THROUGH THE
PARISH-IMPLEMENTED RECOVERY PROGRAM

ST. CHARLES PARISH

This First Amendment to the Agreement (the “First Amendment”) is made and entered into on this 1st day of December, 2009 by and between ST. CHARLES PARISH (“Grantee”), represented herein by V.J. St. Pierre, Jr., Parish President, and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD”), represented herein by Robin Keegan, Executive Director of the Office of Community Development. Grantee and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

PREAMBLES

WHEREAS, Grantee and the OCD entered into an Agreement effective March 19, 2009, which made available to Grantee up to two million, six hundred forty two thousand, four hundred eighteen and 00/100 (\$2,642,418.00) Dollars for the purpose of funding Grantee’s activities under the Parish-Implemented Recovery Program in the Parish (the “Agreement”); and

WHEREAS, pursuant to 74 FR 41146-01, a second allocation of funds was appropriated to the HUD CDBG Program for use through the State of Louisiana for disaster recovery efforts from Hurricanes Gustav and Ike; and

WHEREAS, Action Plan Amendment Number 1 to Louisiana’s initial Action Plan for the Utilization of CDBG Funds in Response to Hurricanes Gustav and Ike, which was approved by HUD on July 24, 2009, details the Parish-Implemented Recovery Program using funds from the first allocation and the anticipated second allocation; and

WHEREAS, Action Plan Amendment Number 2 to Louisiana’s Action Plan for the Utilization of CDBG Funds in Response to Hurricanes Gustav and Ike, which provides for the use of funds from the second allocation within the guidelines originally set forth for the Parish-Implemented Recovery Program in Action Plan Amendment Number 1, was approved by HUD on December 1, 2009; and

WHEREAS, the Action Plan also proposed using CDBG disaster recovery funds for the repair and rebuilding of Louisiana's commercial and recreational fishing industries (the "Fisheries Recovery Program"). Action Plan Amendments Number 1, 2 and 3 further detail the specific framework for the Fisheries Recovery Program using both the first and second allocations; and

WHEREAS, within the Fisheries Recovery Program, the "Sustainable Coastal Communities Program" is designed to provide funds to the parishes most heavily impacted by Hurricanes Gustav and Ike for fisheries-related projects; and

WHEREAS, Grantee has applied for, or plans to apply for, assistance from the CDBG Disaster Recovery Program through the Sustainable Coastal Communities Program within the Fisheries Recovery Program for damages suffered to the commercial and recreational fishing industries in the Parish of St. Charles as a result of Hurricanes Gustav and/or Ike; and

WHEREAS, an additional public purpose to be derived from this Agreement is the expeditious and effective recovery of Louisiana's commercial and recreational fishing industries as part of the CDBG Disaster Recovery Program through the Sustainable Coastal Communities Program within the Fisheries Recovery Program; and

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. Section "I (A): Grant Award" is deleted in its entirety and the following is substituted in lieu thereof:

- A. Grant Award**

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Program, shall make available to Grantee disaster recovery funds up to the gross amount of four million, nine hundred thirty four thousand, two hundred sixty six and 00/100 (\$4,934,266.00) Dollars (the "Grant Funds") for the purpose of funding Grantee's activities under the Parish-Implemented Recovery Program and the Sustainable Coastal Communities Program¹ (the "Program").

Grantee may elect, in a writing signed by Grantee and the OCD, to direct all or a portion of the Grant Funds to the State for use within the Parish through the "State-Implemented Recovery Program," as defined by the Action Plan and all

¹ One hundred twenty five thousand and 00/100 (\$125,000.00) Dollars of Grantee's Grant Funds are for specific use under the Sustainable Coastal Communities Program and cannot be used by Grantee for any other program.

current, pending and future applicable Action Plan Amendment(s) (available at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>). If Grantee makes such an election, the Grant Funds available to Grantee under this Agreement shall be reduced by the amount directed to the State for use through the State-Implemented Recovery Program within the Parish. The OCD may require this Agreement to be amended to reflect the redirection of Grantee's Grant Funds from the Parish-Implemented Recovery Program to the State-Implemented Recovery Program.

- II.** Section "I(C): Goals and Objectives" is deleted in its entirety and the following is substituted in lieu thereof:

C. Goals and Objectives

The activities of the Program are expected to assist Grantee in the execution of the Parish-Implemented Recovery Program and the Sustainable Coastal Communities Program within the Parish, which are designed to promote the housing, infrastructure, fisheries and economic recovery of the Parish and the State with regard to damage caused by Hurricanes Gustav and Ike.

- III.** Section "I(D)(1): The Proposal" is deleted in its entirety and the following is substituted in lieu thereof:

1. The Proposal

Grantee shall submit to the OCD for approval a Recovery Proposal (the "Proposal") designed to address the housing, infrastructure, economic recovery and revitalization, and/or affordable rental housing needs of the Parish. The Proposal shall be submitted to the OCD on a form provided by the OCD and shall include the percentage of Grant Funds that will be used by the Parish for (1) the Housing Program, (2) the Infrastructure Program, (3) the Economic Development Program, and (4) for administration and planning. The Proposal must comply with all requirements of the Parish-Implemented Recovery Program, as set forth in the Action Plan and all current, pending and future application Action Plan Amendment(s) (available at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>). The OCD shall make an approval determination of the Proposal pursuant to current OCD program guidelines (hereinafter "OCD policy"), HUD guidelines and regulations, and other applicable state and federal laws and regulations. If the Proposal is approved, the OCD shall provide Grantee with written notice of approval.

The approved Proposal may be amended in a writing signed by both parties.

The "Budget" for the Program shall be as follows:

| | |
|---|--------------------|
| Infrastructure Programs | \$4,784,266 |
| Administrative Costs | \$25,000 |
| Sustainable Coastal Communities Program | \$125,000 |
| TOTAL | \$4,934,266 |

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, subject to any mandatory expenditure noted in this Agreement.

- IV. Section "I(D)(12): Grantee's Activities under the Sustainable Coastal Communities Program" is added after Section "I(D)(11): Cooperation with HUD and the OCD":

12. Grantee's Activities under the Sustainable Coastal Communities Program

Grantee shall submit to the OCD for approval an application for project(s) to be funded under the Sustainable Coastal Communities Program within the Parish. The application shall include a detailed final budget and a project schedule. The OCD, at its sole discretion, shall make approval determinations for projects funded under the Sustainable Coastal Communities Program pursuant to current OCD policy and CDBG and HUD guidelines and regulations. If a project is approved, the OCD shall provide Grantee with a written notice of approval. No Grant Funds shall be drawn by Grantee under this Agreement for activities under the Sustainable Coastal Communities Program unless approved by the OCD in writing. If a project is not approved by the OCD, Grantee shall submit a revised application to the OCD for consideration. If Grantee's application for project(s) under the Sustainable Coastal Communities Program is not approved by the OCD within one year of the Effective Date of this Agreement or if work on approved project(s) is not commenced within two years of the Effective Date of this Agreement, the Grant Funds shall be reduced by the amount available to Grantee under this Agreement for the Sustainable Coastal Communities Program. The OCD may require this Agreement to be amended to reflect the redirection of Grantee's Grant Funds.

Grantee shall conduct all activities under the Sustainable Coastal Communities Program in compliance with current OCD policy, all applicable HUD regulations and guidelines and the Action Plan and all current, pending and future applicable Action Plan Amendments.

- V. Section "V(D): Section 3 Compliance in the Provision of Training, Employment and Business Opportunities" is deleted in its entirety and the following is substituted in lieu thereof:

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

The work to be performed under this contract 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 contract 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.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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.

The contractor 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. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract 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 contract. 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 contract 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).

- VI.** Section “VI(F): Amendments” is deleted in its entirety and the following is substituted in lieu thereof:

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 Contractual Review 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, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the OCD and Grantee.

- VII.** Section “VI(O): Contract Approvals” is deleted in its entirety and the following is substituted in lieu thereof:

O. Contract Approvals

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

- VIII.** The Statement of Assurances referenced in Sections I(B) and I(D)(8) of the Agreement, which is attached to the Agreement as Exhibit A and made a part thereof, is deleted in its entirety and the attached Statement of Assurances, labeled Revised Exhibit A, shall be substituted in lieu thereof.

- IX. It is further agreed and understood that the language in this Amendment shall supersede any language to the contrary contained in the Agreement and that all other terms and conditions of the Agreement shall remain the same, unchanged and in full force and effect.

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

**OFFICE OF COMMUNITY DEVELOPMENT &
LOUISIANA RECOVERY AUTHORITY**

ROBIN KEEGAN, EXECUTIVE DIRECTOR

Date: _____

ST. CHARLES PARISH, GRANTEE



V.J. St. Pierre, Jr., PARISH PRESIDENT

Date: April 6, 2010

REVISED APPENDIX A

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 proposed 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 (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: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A-122 (Cost Principles for Non-Profit Organizations); 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and 24 CFR Part 84 (Uniform Administrative Requirements For Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
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, 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 (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 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. 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.

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 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).

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 (42 U.S.C. Chapter 61), 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. 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) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

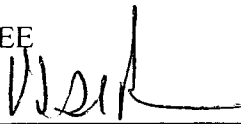
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
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.
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.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42.
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.
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 use in any area that has been identified by the Secretary of the Department 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 any other form of direct or indirect federal funding.
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, supporting in any way, or providing financial assistance for, licensing or permitting, or approving 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:
 - e. 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
 - a. 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).

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: Parish President

This 6th day of April, 2010.