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2002-0150

**INTRODUCED BY: ALBERT D. LAQUE
PARISH PRESIDENT**

ORDINANCE NO. 02-4-16

An ordinance to approve and authorize the execution of a contract with the Louisiana Division of Administration for the FY2002 L.C.D.B.G.

WHEREAS, St. Charles Parish was successful in its application to the Louisiana Community Development Block Grant Program and has been awarded a grant in the amount of \$371,378.00 for street improvements; and,

WHEREAS, the Louisiana Office of Community Development has prepared the necessary contract to implement the Grant Program; and,

WHEREAS, it is the desire of the Parish Council to approve said Contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract by and between The Division of Administration and The St. Charles Parish Government is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Contract and any other documents necessary, on behalf of the St. Charles Parish Government.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows.

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MINNICH

NAYS: NONE

ABSENT: MARINO

And the ordinance was declared adopted this 22nd day of April, 2002, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Clayton J. ...*
SECRETARY: *Buddiana J. ...*
DLVD/PARISH PRESIDENT: April 23, 2002
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT *Albert D. Laque*
RETD/SECRETARY: April 23, 2002
AT: 3 35 pm RECD BY: *[Signature]*

CFMS No. 585456

OL
CWS
6-13-02

CONTRACT BY AND BETWEEN
THE DIVISION OF ADMINISTRATION
AND
THE ST. CHARLES PARISH GOVERNMENT

UNITED STATES OF AMERICA
STATE OF LOUISIANA
SOURCE OF FUNDING - FY 2002
TYPE OF CONTRACT - FY 2002 LCDBG
FEDERAL EMPLOYER I.D.# - 72-6001208 - 16
AMOUNT OF CONTRACT - \$371,378.00
CDBG Format #1

THIS AGREEMENT, is made and entered into as of this 1ST day of May

2002 by and between the Division of Administration, hereinafter called "Division" represented by Mark C. Drennen, Commissioner of Administration of said Division and the St. Charles Parish Government, hereinafter called "Contractor" represented by Albert D. Laque, President.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with LCDBG/Division/applicable federal regulations to the establishing of programs and activities. All exhibits or regulations referred to in this contract or attached hereto are by reference made part of this contract.

2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes. Such records will contain the documents as required by laws contained in Exhibit D.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Division

All such books, records and other documents shall be available at the offices of the Contractor (except that books, records, and other documents of a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit and examination at all reasonable times

by any duly authorized representative of the State, HUD or the Comptroller General of the United States. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept for a minimum of four years from the date of final close-out.

4 AUDITS AND INSPECTIONS. The Contractor shall furnish the Division with two (2) copies of all audits covering funds awarded under this contract. Such audits shall be conducted by an independent certified public accountant or the Legislative Auditor of the State of Louisiana. The audit reports shall be sent within thirty (30) days after the completion of the audits, but no later than six (6) months after the end of the audit period (LSA-R S. 24:513A).

The LCDBG Program requires that local governments which expend over \$300,000 or more total federal assistance from all sources during the Contractor's fiscal year shall have an annual audit made in accordance with P.L. 104-156 (OMB Circular A-133, retitled "Audits of States, Local Governments, and Non-Profit Organizations.") Act #610 of the 1991 Regular Session of the Louisiana Legislature exempts Parish Police Juries and all districts, boards, and commissions created by parish police juries from annual audits and requires biennial audits to include transactions of both years. Local governments and Parish Police Juries that expend less than \$300,000 total federal assistance during the Contractor's fiscal year shall be exempt from federal audit requirements. However, this contract does not exempt local governments and parish police juries from the financial and compliance audit requirements established by LSA - R.S. 24:513. In addition, audit engagement agreements for audits of local governmental entities or for federal programs administered by such entities must be approved by the Legislative Auditor prior to commencement of the audits.

At a minimum, the audit report shall include:

1. The auditor's report on the financial statements and the schedule of federal financial statements;
2. The auditor's report on the entity's internal control structure as required by Governmental Auditing Standards;
3. The auditor's report on the entity's compliance with laws and regulations as required by

Governmental Auditing Standards:

4. The auditor's report on the entity's internal control structure used in administering federal financial assistance programs;
5. The auditor's report on the entity's compliance with the general requirements applicable to federal financial assistance programs;
6. The auditor's report on the entity's compliance with the specific requirements relating to major federal financial assistance programs (if applicable); and
7. The auditor's report on the entity's compliance with requirements applicable to non-major federal financial assistance transactions (if applicable)

Failure to comply with all audit requirements may cause loss of participation in this program and reimbursement of contract funds.

As a part of this agreement and acceptance of their funds, the Contractor agrees to submit to DOA a copy of the most recently completed audit prior to the receipt of the executed contract.

5. CHANGES. The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE. The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract,
- (4) suspension or termination of the grant from the U. S. Department of HUD to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the

contract has not been resolved by the next payment period

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received by the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds

7. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, the claims for money due or to become due to the Contractor from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division and its Office of Contractual Review.

8. LEGAL AUTHORITY: The Contractor 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 Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all federal and state regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State and Federal and local governments.

The Contractor has obtained, or has reasonable assurances that it will obtain, all Federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6001208

10. NONDISCRIMINATION. Contractor assures that it is in compliance with all applicable Civil Rights Legislation and Executive Orders, both Federal and State.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program and time schedule as described in the grant application, (including any amendments which have occurred), Exhibits A, B, C, and D, the grant conditions and relevant LCDBG directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LCDBG Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the environmental requirements as established by federal regulations (24 C.F.R., Part 58, April 30, 1996), and other contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division 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 the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project 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 there from, which is part of this Project

However, upon written request of the Contractor, the State may agree in writing to waive 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 the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 371,378.00.

14. PROGRAM INCOME: Any program income earned as a result of this program in excess of \$25,000 during any one year period must be returned to the Division of Administration.

15. FISCAL FUNDING: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

16. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S 39.1524 and 1525.

Incurring Cost for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract

funds shall be governed by the following:

(1) No costs incurred prior to the date of authorization to incur costs may be paid out of contract funds other than approved pre-agreement costs.

(2) After the date of authorization to incur costs but before the transmittal of the fully executed contract and release of funds, eligible project costs, including but not limited to costs of Environmental Studies, preparation of architectural and engineering construction drawings, and procurement of professionals may be incurred.

(3) Except as permitted by 24 C.F.R. Part 58, no other costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until all environmental conditions of 24 C.F.R. Part 58 have been fully satisfied and the State has issued the environmental releases required by 24 C.F.R. Part 58, a written approval by the State of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and written authorization from the State to draw contract funds.

All contract conditions must be cleared within six (6) months of the date of authorization to incur costs.

Failure on the part of the Contractor to comply with conditions may result in disallowance by the Division of expenditures under the contract, or termination of the grant

(4) After the Contractor has satisfied all of the environmental and other contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(5) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract, with the exception of administrative closeout procedures and audit requirements, will not be paid for out of the LCDBG funds awarded in this contract unless this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date

Procedures for Requisitioning Payments

There will be only three requisitions per month for housing rehabilitation grants and two per month for all other grants. The amount of each requisition is to be no less than \$3,000 for housing rehabilitation grants and \$5,000 for all other grants, except that the amount of the final requisition may be less.

Unobligated funds remaining at the completion of the contract period specified in page 1, paragraph 2 of this contract shall revert to the State for reuse in other eligible communities.

The Contractor agrees to provide to the Division a reconciliation of LCDBG expenditures every six (6) months from the date of the first requisition.

IN WITNESS THEREOF, the parties hereto have executed this agreement this 1st day of May, 2002.

WITNESSES:

Kim Watts

DIVISION OF ADMINISTRATION

Mark C. Drennen
MARK C. DRENNEN, COMMISSIONER

WITNESSES:

Barbara J. Jacob

Albert D. Laque
ALBERT D. LAQUE, PRESIDENT
CHIEF ELECTED OFFICIAL

APPROVED
Division of Administration
Office of Community Development

JUN 20 2002

Susan Egan
Susan Egan, Director