

2004-0178

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 04-6-6

An ordinance to approve and authorize the execution of a contract with the Louisiana Division of Administration for the FY2004 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 \$463,429.00 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: MARINO, HILAIRE, FABRE, RAMCHANDRAN, WALLS, BLACK,  
DUHE, MINNICH  
NAYS: NONE  
ABSENT: FAUCHEUX

And the ordinance was declared adopted this 7th day of June, 2004, to become effective five (5) days after publication in the Official Journal.

LCDBG 2004

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: June 8, 2004

APPROVED: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: 

RETD/SECRETARY: June 8, 2004

AT: 12:05 pm

REC'D BY: BJS

CFMS No. 613703

2004 JUN 15 11:05 AM  
WD 7-13-04

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

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
SOURCE OF FUNDING - FY 2004 \$320,223.65  
FY 2002 \$143,205.35  
TYPE OF CONTRACT - FY 2004 LCDBG  
FEDERAL EMPLOYER I.D. # 72-6001208 - 16  
AMOUNT OF CONTRACT - \$463,429.00  
CDBG Format #1 (revised, 2004)

THIS AGREEMENT, is made and entered into as of this 16<sup>th</sup> day of June, 2004 by and between the Division of Administration, hereinafter called "Division" represented by Jerry Luke LeBlanc, Commissioner of Administration of said Division and the St. Charles Parish Council, 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/or FINANCIAL REPORTS: The Contractor shall furnish the Division with one (1) copy of all audits or applicable financial reports covering funds awarded under this contract. Financial reports shall be prepared by an independent certified public accountant or the Legislative Auditor of the State of Louisiana. The financial report shall be sent within thirty (30) days after completion, but no later than six (6) months after the end of the period (R.S. 24:513A). Contractors whose total federal financial assistance during the Contractor's fiscal year meets the threshold amounts established by OMB Circular A-133 as provided by Title 31 USC Chapter 75 shall have either a single audit (including all required schedules) or a program-specific audit made for such fiscal year in accordance with the requirements of this chapter. Local governments and Parish Police Juries that expend less than the federal threshold shall be exempt from federal requirements. However, state requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by 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.

Failure to comply with all financial report 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 the Division a copy of the most recently completed financial report or 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 from 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., 58.71), 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, 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 \$463,429.00.

14. PROGRAM INCOME: Any income earned as a result of this program must be returned to the Division of Administration as program income.

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 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 the following conditions are met: (a) all environmental conditions of 24 C.F.R. Part 58 have been fully satisfied and the State has issued the environmental releases required by that Part, (b) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (c) written authorization from the State is received to draw 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.

Budget reconciliations must be submitted in accordance with LCDBG program requirements.

IN WITNESS THEREOF, the parties hereto have executed this agreement this 16<sup>th</sup> day of

June, 2004.

WITNESSES:

Madeline Braussard

\_\_\_\_\_

WITNESSES:

Barbara Jacob Tucker

Valerie Berthelet

DIVISION OF ADMINISTRATION

Jerry Luke LeBlanc  
JERRY LUKE LEBLANC, COMMISSIONER

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

APPROVED  
Division of Administration  
Office of Community Development

JUL 12 2004

Susan Elkins  
Susan Elkins, Director



Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

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1. LCDBG CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
\$463,429.00	\$-0-

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3. MAILING ADDRESS OF CONTRACTOR

St. Charles Parish Council  
P.O. Box 302  
Hahnville, LA 70057

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4. CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
Albert D. Laque, President	(985) 783-5000

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6. CONTRACT CONDITIONS

Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State's Office of Community Development.

1. Environmental Review Record
2. Three-year Community Development Plan
3. Section 504 Assurance
4. Residential Antidisplacement and Relocation Plan and Certification
5. Revisions to the application, if requested
6. Project Plans and Specifications, and Final Cost Estimate (not applicable for housing grants)
7. Previous audits/financial reports and financial questionnaire, if requested
8. If applicable, a certification from engineer that plans and specifications are complete and have been submitted to DHH
9. Firm commitments for other project funds, if applicable
10. Operation and Maintenance (O & M) information, if required
11. Any other documentation, if requested

Exhibit B

LCDBG Line Item Budget

A.	Acquisition of Real Property	\$
B.	Public Works, Facilities, Site Improvements	
	1. Sewer	\$
	2. Streets	\$463,429.00
	3. Water (Potable Water)	\$
	4. Water (Fire Protection)	\$
	5. Multi-purpose Community Centers	\$
	6. Other	\$
C.	Clearance, Demolition	\$
D.	Rehabilitation Loans and Grants (Hook-ups)	\$
E.	Provision of Public Services	\$
F.	Relocation Payments and Assistance	\$
G.	Economic Development	
	1. Acquisition: Land Building	\$
	2. Infrastructure Improvements	\$
	3. Building Construction/Improvements	\$
	4. Industrial and Commercial Facilities	\$
	5. Inventory	\$
	6. Working Capital	\$
	7. Capital Equipment	\$
	8. Other	\$
	9. Other	\$
H.	Planning and Management Development	\$
I.	Administration:	
	1. Pre-Agreement Costs	\$
	2. Rehabilitation	\$
	3. Public Facilities and Economic Development	\$
J.	Other	\$
K.	Other	\$
L.	TOTAL	\$463,429.00

## EXHIBIT C

### General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended.
2. "Application" means the Application for LCDBG Assistance.
3. "Budget Reconciliation" means a report prepared to compare actual project expenditures to amounts budgeted and requested by line item.
4. "Contract Funds" means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
5. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
6. "Contractor Activities" means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
7. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs (a) are not incurred in connection with any activity which, under 24 C.F.R. 570.207, as may be from time to time amended, are ineligible under the LCDBG Program, and (b) conform to the requirements of OMB Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be from time to time amended.
8. "Environmental Conditions" means the conditions imposed by law, particularly 24 C.F.R. Part 58, and the provisions of this contract which prohibit or limit the commitment and use of contract funds until certain procedural requirements have been completed.
9. "Environmental Requirements" means the requirements described in 24 C.F.R. Part 58.
10. "Environmental Studies" means all eligible activities necessary to produce an "Environmental Document," as that term is defined at Section 1508.10 of 40 C.F.R. Part 1508, or to comply with the requirements of 24 C.F.R. Part 58.
11. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibits A have been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
12. "HUD" means the United States Department of Housing and Urban Development.
13. "Incurred Cost" – Any monies expended on allowable expenditures relating to the application and/or contract.
14. "LCDBG Program" means the Louisiana Community Development Block Grant Program, established by the State pursuant to 24 C.F.R. Part 570, Subpart I (April 8, 1982, Federal Register)
15. "LCDBG Regulations" means the regulations set forth in 24 C.F.R. Part 570, Subpart I, as the same may, from time to time, be amended and the regulations described in the LCDBG Grantee Handbook.

16. "Program Income" means any income earned by Contractor, or an agent or agency of Contractor (a) from the disposition of real or personal property acquired in whole or in part with grant funds; (b) the repayment proceeds "including principals and interest of any loan made in whole or in part with grant funds; (c) any other revenues defined as program income in 24 C.F.R. Part 570, Subpart I and J and; (d) any income from an activity where it is specifically declared in Exhibit A of this Contract Agreement that the income from such activity shall be deemed to be Program Income.
17. "Project" means the activities described in the Application and in Exhibit A and B of this contract which are to be carried out to meet the objectives of the LCDBG Program.
18. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
19. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.
20. "OMB Circular A-102, Revised" refers to Circular A-102, with Attachments A-P, as it existed prior to its publication in revised form in the March 11, 1988, Federal Register, Vol. 53, No. 48.

## EXHIBIT D

### Applicable Laws

1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d) under Title VI of the Civil Rights Act of 1964 no person shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq) (Fair Housing Act)  
It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. The Act makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. In addition, Executive Order 12259, directs HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex, national origin, familial status, or handicap in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal government.
3. Section 109 of the Housing and Community Development Act of 1974, as amended (as further defined in 24 CFR 570.602)  
No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such programs or activities.
4. Davis-Bacon and Related Acts  
In accordance with 42 USC 5310, all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended. This applies to any construction contract in excess of \$2,000, except in the case of residential property designed for the use of eight or more families.
5. Contract Work Hours and Safety Standard Act (40 USC Chapter 5)  
Each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements apply to the rehabilitation of residential property only if such property is designed for the residential use of eight or more families.
6. Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701u and further defined in 24 CFR Part 135)  
Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
7. Lead Based Paint – This contract is subject to the current HUD lead-based paint requirements under 24 C.F.R. Part 35, "Lead-Based Paint Poisoning Prevention in Certain Residential Structures." The requirements of Subparts B through R have been promulgated to implement the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) Subpart B, "General Lead-Based Paint Requirements and Definitions for all Programs", applies to all target housing receiving federal assistance and includes details on compliance requirements with Federal laws and authorities (24 C.F.R. Part 35, Subpart B, 35.145).

8. Executive Order 11246, As Amended (Equal Employment Opportunity)  
The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
9. Hatch Act (5 USC 1502)  
No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member of the governing body of the Municipality or Parish and no other officer, employee, or agent of the Municipality or Parish who exercises any function or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the contract; and the contractor shall take appropriate steps to assure compliance.
10. Access to Records (42 USC 5304(f))  
The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
11. Uniform Real Property Acquisition Policy (42 USC 4601)  
To the greatest extent practicable under State law contractors must comply with the Uniform Real Property Acquisition Policy (42 USC 4651 - 4654), HUD's implementing instructions at 24 CFR Part 42 and inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 570.606(b).
12. Uniform Relocation Assistance  
All contractors receiving assistance must:
- (1) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 C.F.R. Part 42 and 570.606(a);
  - (2) 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 Community Development Block Grant Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures 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;
  - (3) 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 are available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - (4) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 570.606(a).
13. OMB Circulars A-102 and A-87  
These circulars govern the areas of financial management, procurement and overall management control. All contractors must comply with the regulations, policies, guidelines and requirements of Circular A-102, Revised, (as defined in Exhibit C), and A-87 as they relate to the application, acceptance and use of federal funds.
14. Executive Orders 11296 and 11288, as superseded  
These Executive Orders relate to evaluation of flood hazards and to the prevention, control and abatement of water pollution.

15. Architectural Barriers Act of 1968 (42 USC 4151 et seq.)  
This requires every building or facility (other than privately owned residential structures) designed, constructed or altered with funds provided through this Part be accessible to and usable by physically handicapped individuals, subject to the exemptions contained in 41 C.F.R. 101-19.604. The contractor will be responsible for conducting inspections to insure compliance with these specifications by sub-contractors.
16. Flood Disaster Protection Act of 1973  
Contractor must comply with the flood insurance purchase requirement of Section 103(a) of said Act. Section 103(a) required, on and after March 2, 1974, 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 purposed for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development 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/indirect Federal assistance.
17. EPA's Listing of Violating Facilities  
The contractor will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
18. National Environmental Policy Act of 1969 (42 USC 4321 et seq)  
The contractor's chief executive officer or other officer of the applicant approved by State consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. 58.1 (a)(3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such federal laws apply to this Part. The contractor 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 Historic Data Act of 1966 (16 U.S.C. 469a-1, et.seq.) by:
  - (1) 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 affects (see 36 C.F.R. Part 800) by the proposed activity; and
  - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. Contractor will comply with all requirements imposed by the State concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB Circular A-102, Revised, (as defined in Exhibit C).
20. Contractor will comply with the conflict of interest provisions delineated in 24 CFR 570.611, "Conflict of Interest."
21. Excessive Force, 42 USC, 5304(l)  
Each local government must adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations, and must adopt and enforce State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such demonstrations.
22. Restrictions on Lobbying, Appendix B, 24 CFR, Part 24  
Provides that no federal funds may be used for any lobbying purposes regardless of the level of government.
23. Debarment and Suspension - 24 CFR, Part 24  
Local governments must comply with the provisions relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

24. Antidisplacement (42 USC 5304(d))

Local governments must comply with the provisions relating to residential antidisplacement and relocation assistance as further defined in 24 CFR 570.606.

25. Americans With Disabilities Act of 1990

The ADA is a civil rights law that prohibits discrimination against qualified people with disabilities in employment, public services and transportation, public accommodations, and telecommunications services.