**SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made and entered into effective on the "Effective Date" as defined below, by and between:

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE (herein “CITY/PARISH”) located at 222 St. Louis Street, Baton Rouge, Louisiana, represented herein by Sharon Weston Broome, its Mayor-President, pursuant to Resolution #\_\_\_\_\_\_\_\_, approved by the Metropolitan Council of the City of Baton Rouge and Parish of East Baton Rouge on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2018; and

THE EAST BATON ROUGE REDEVELOPMENT AUTHORITY, (herein, "RDA"), located at 620 Florida Street, Suite 110, Baton Rouge, Louisiana, 70801, represented herein by its President and CEO, Christopher Tyson pursuant to a Resolution approved by unanimous vote of the Board of Directors of the East Baton Rouge Redevelopment, a copy of which is attached hereto or previously recorded;

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, (the "Constitution") provides that for a public purpose, political subdivisions may engage in cooperative endeavors with other political subdivisions, private associations, corporations or individuals; and

WHEREAS, Title 24, Chapter Five, Section 570.503 of the Code of Federal Regulations (herein, "CFR") provides that lead entitlement grantees of the United States Department of Housing and Urban Development (herein, "HUD") may engage in subrecipient agreements with units of government; and

WHEREAS, the RDA was created pursuant to Chapter 134 of Title 33 of the Louisiana Revised Statutes of 1950 (East Baton Rouge Redevelopment Authority) (the "RDA Statute"), for the purpose, among others, of providing a public body with the authority to redevelop, renew, salvage and reconstruct blighted and distressed areas within the Parish of East Baton Rouge (the "Parish"); and

WHEREAS, under the RDA Statute, the RDA is granted powers for public uses, purposes, welfare, and utility for which public money may be expended as necessary and in the public's interest, as determined by the Louisiana State Legislature, and the RDA Statute authorizes the RDA to enter into intergovernmental agreements in order to achieve its purposes; and

WHEREAS, the CITY-PARISH wishes to enter into this Agreement with the RDA for the administration of funds granted to the CITY-PARISH by the Louisiana Recovery Authority ("LRA") through the Community Development Block Grant Disaster Recovery Program (herein, "CDBG") for the purposes of disaster relief, long-term recovery, and restoration of infrastructure directly related to the consequences of hurricanes Gustav and Ike; and

WHEREAS, the City-Parish wishes to make said Disaster CDBG funds available to assist the Subrecipient for purposes intended to increase the housing stock and provide economic revitalization in an area affected by Hurricane Gustav;

 WHEREAS, the **CITY-PARISH** and the **RDA** have a public purpose common goal of promoting the economic development of East Baton Rouge Parish by strengthening new and proposed investments in East Baton Rouge Parish; and

 WHEREAS, the **RDA** is developing Ardendale, formerly Smiley Heights, in Melrose East; and the Ardendale development will realize a community-driven strategic vision of a mix of educational institutions, new retail, commercial development, and mixed income residential housing in a green, walkable setting; and

 WHEREAS, the **CITY-PARISH** and the **RDA** will both benefit from such products; and

 WHEREAS, the **CITY-PARISH** has funds available to partially fund that purpose;

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants, herein contained, the parties hereby agree as follows:

**I. SCOPE OF SERVICE**

**A. PROJECT DESCRIPTION**

The purpose of this Agreement is to provide Disaster CDBG assistance to the Subrecipient in order to develop the first phase of a mixed-income development with affordable rental residential units in a designated low to moderate income area. The proposed development will include affordable rental residential units.

The subject property is located on the west side of Ardenwood Boulevard and the east side of Paulson Street. The site, commonly referred to as Ardendale West, is comprised of 62.6 acres in East Baton Rouge Parish, Louisiana.

Disaster CDBG assistance under this Agreement shall be for the purpose of assisting the Subrecipient with development of the property and other CDBG eligible activities in North Baton Rouge.

The Subrecipient has acquired the property in compliance with all applicable Federal, State and local rules and regulations governing these funds, and in a manner satisfactory to the City-Parish.

 **B. NATIONAL OBJECTIVE**

The Subrecipient certifies that funds provided under this Agreement will meet the CDBG program’s National Objectives of benefit to low/moderate income persons, as defined in **24CFR 570. 208(a)(1)(i),** and will be consistent with eligible activities as defined in **24 CFR 570.201(a).**

 **C. LEVELS OF ACCOMPLISHMENT**

For a minimum of five (5) years after the completion of the development, the Subrecipient certifies that the development will be made available to residents in a particular area, where at least 51% of the residents are low and moderate income persons. Such an area need not be conterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity.

2. TERM

This Agreement shall have an Effective Date as of the date of the signature of the last party to sign this Agreement. It shall remain in effect until all CDBG Disaster Recovery funds and program income received are expended and the funded activities completed, unless otherwise terminated as provided herein.

3. DEFINITIONS

All terms used in this Agreement shall have the meaning prescribed by the Department of Housing of Urban Development ("HUD"), unless otherwise noted.

4. DUTIES OF THE CITY-PARISH

The CITY-PARISH hereby agrees to make available a total not to exceed two million, eighty-four thousand, nine hundred eighty dollars and ninety-four cents DOLLARS ($2,084,980.94) from its CDBG Disaster Recovery award to the RDA to carry out activities which aid in the prevention or elimination of slums or blight, affordable rental housing rehabilitation, and economic recovery and revitalization in accordance with the Recovery Proposal Form ("Proposal") submitted by the CITY-PARISH and accepted by LRA.

The total available funding is conditioned upon LRA approval of all proposed projects in accordance with LRA policies, procedures, and determinations. Should any individual project not receive LRA approval, the CITY-PARISH will not liable to pay RDA for that projects or any of the proposed activities thereunder.

The CITY-PARISH obligation to make funds available is conditioned upon the CITY­PARISH's sole determination that satisfactory CDBG Disaster Recovery environmental clearance requirements have been met and that an appropriate release of funds is effective.

RDA shall not undertake project costs until so notified, in writing, by the CITY-PARISH that CDBG Disaster Recovery environmental requirements have been met.

The CITY-PARISH agrees to, at the request of the RDA, complete all environmental review requirements set forth by HUD (24 CFR § 570.604) for each activity supported by CDBG Disaster Recovery funds.

5. DUTIES OF THE RDA ("Statement of Work"):

In exchange for the performance of the duties of the **CITY-PARISH**, the **RDA** shall perform the following:

1. Establish and administer a Gap Financing program for the construction of affordable housing units at Ardendale West.

The RDA will provide a monthly progress report to the City-Parish detailing the manner in which the funds provided under this Agreement have been spent. The monthly report will specify the developer, contractor or consultant to whom payments were made and detail the work completed in furtherance of the purposes of this Agreement.

The RDA shall comply with any applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. PROGRAM INCOME

The receipt and expenditure of program income, as defined by 24 CFR 570.500(a), shall be recorded as part of the financial transactions of the grant program. All program income shall be disbursed for CDBG eligible activities as described in Section 5305(a) of the U.S. Code.

7. FURTHER ASSURANCES

Each party hereto agrees to adopt all proceedings necessary and incidental to the authorization, execution and delivery of this Agreement and any related documents, and to take all actions necessary to satisfy its obligations hereunder.

Each party hereto agrees to take all actions necessary to assure compliance with the certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

The CDBG funds transferred from the CITY-PARISH to the RDA via this Agreement shall not be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the actions by the CITY-PARISH to comply with its fair housing certification.

The RDA has adopted, pursuant to a Resolution approved by the Board of Directors on the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2018, and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.

8. FUNDS AVAILABILITY

The Parties mutually agree that this agreement is wholly conditioned upon the actual availability to the CITY-PARISH of CDBG Disaster Recovery funds granted by the United States Department of Housing and Urban Development; that all monies to be distributed to the RDA hereunder shall be exclusively from said funds; and that, if said funds become unavailable to the CITY-PARISH or are not timely forthcoming, the CITY-PARISH may, at its sole discretion, terminate this Agreement and the CITY-PARISH shall not be liable for disbursement of funds for project expenses of the RDA after the date of the CITY-PARISH's written notice to the RDA of termination of this Agreement.

9. RIGHT TO AUDIT

RDA shall permit the authorized representative of the CITY-PARISH to periodically inspect and audit all data and records that relate to performance under this Agreement. The Contractor will adhere to the 2 CFR 200 Uniform Guidance Code of Federal Regulations by the Office of Management and Budget for guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

Contractor must agree to comply with the latest edition of the Office of Management and Budget Compliance Supplement to 2 CFR Part 200, which establishes audit requirements for state and local governments, and subrecipients of state and local government that receive $750,000 a year in federal aid.  Federal Assistance means grants, contracts, cooperative agreements, loans, etc. pursuant to the OMB Compliance Supplement and other applicable city-parish requirements. The subrecipient shall submit a copy of the completed audit to WIOA for review.  The subrecipient also must furnish an audited Financial Statement covering the period that the grant with this office is in force.

10. RELATIONSHIP

Nothing in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship of employer and employee, principal and agent, or of partnership or joint venture between the parties hereto. RDA is not a political subdivision, agency, or instrumentality of the CITY-PARISH. Nothing herein shall be construed to authorize RDA to employ persons as employees of the CITY-PARISH, nor shall the CITY­PARISH be required to employ any such person in connection with this Agreement. All personnel supplied or used by RDA shall be their employees or contractors and shall not be employees or contractors of the CITY-PARISH. No CITY-PARISH benefits shall be available to RDA 's personnel. RDA shall be solely responsible for all matters relating to the payment of its employee(s), including compliance with social security, withholding, and all other regulations governing such matters and shall be solely responsible for RDA subordinates and employees.

11. PERFORMANCE

RDA shall comply with all appropriate laws, ordinances, licensing requirements, rules, and regulations of any and all governmental authorities and in accordance with all provisions of the constitutional and statutory restrictions on the use of state properties or funds for public purposes, which statutes and restrictions are made part of this Cooperative Endeavor Agreement.

If RDA performs contrary to any such laws, ordinances, licensing requirements, rules, or regulations, it shall hold harmless and indemnify the CITY-PARISH from and against any and all liability therefore, including attorney fees and defense costs, and it shall assume full responsibility for and pay all fines and liabilities which result from the same.

RDA shall not discriminate in its hiring and employment practices against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry, age, political beliefs, or disability or physical handicap, and shall comply with local, state, and federal laws, ordinances, rules, and regulations relating to non-discrimination.

Material failure by the RDA to comply with any term of the CDBG Disaster Recovery award to the CITY-PARISH, in accordance with 24 CFR 85.43, may result in suspension or termination of this Agreement.

12. RECORDS AND REPORTS

In order to assist the CITY-PARISH with meeting its recordkeeping and reporting requirements, the RDA must submit a monthly report by the 10th of each month containing the following information:

1. Detailed report of CDBG Disaster Recovery activities initiated to date;
2. Detailed report of CDBG Disaster Recovery activities completed to date; and
3. Detailed report of CDBG Disaster Recovery funds expended to date and non-CDBG

leveraged to support eligible activities.

13. INDEMNITY AND HOLD HARMLESS

RDA shall indemnify and hold harmless the CITY-PARISH, CITY-PARISH officials, agents, servants, employees, insurers, successors, and assigns, and those deriving any right from or against the CITY-PARISH from and against any and all liabilities, losses, claims, expenses, costs, damages (including without limitation, punitive and/or exemplary damages), demands, suits, actions, recoveries, and judgments of every nature and description whatsoever, arising out of, incident or pertaining to (a) the performance or non-performance by RDA of this Agreement or (b) the acts or failure to act of RDA 's contractors, agents, servants, employees, or officials pertaining to this Agreement.

The CITY-PARISH does not assume the RDA’s environmental responsibilities described in 24 CFR 570.604, nor does the CITY-PARISH assume the RDA’s responsibility for initiating the review process under the provisions of 24 CFR part 52.

14. INSURANCE

Each party to this Agreement shall maintain such insurance in type and amount as required by law, statute, ordinance or regulation and shall be solely responsible for all costs associated with such insurance.

15. SUSPENSION AND TERMINATION OF AGREEMENT

This Agreement shall be effective for the Term and shall not be terminable by any party while it remains in effect, except if the RDA materially fails to comply with any term of the CDBG Disaster Recovery award, in accordance with 24 CFR 85.43.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, the RDA shall transfer to the CITY-PARISH any CDBG Disaster Recovery funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Disaster Recovery funds. Any real property under RDA control that was acquired with CDBG Disaster Recovery funds in excess of twenty-five thousand dollars ($25,000) shall be used to meet the objectives of CDBG Disaster Recover in the Recovery Proposal Form submitted by the CITY-PARISH and accepted by LRA on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

17 ASSIGNMENT

No party to this Agreement shall assign or transfer its interest in this Agreement or any of its rights or obligations hereunder without the prior written consent of each of the parties.

18. MISCELLANEOUS

* 1. Severability. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
	2. Headings. Any headings preceding the texts of the several parts hereof shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.
	3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Baton Rouge-Parish of East Baton Rouge and the State of Louisiana.

19. AMENDMENT

Any amendment to this Agreement shall be in writing and executed by each of the parties hereto.

20. NO PERSONAL LIABILITY

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, official, trustee, officer, agent or employee of the RDA or the CITY-PARISH, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

21. NOTICES

Any notice, request, instruction or other document to be given hereunder to any party by another shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. A party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed. Notices shall be addressed as follows:

To the CITY-PARISH To EBR REDEVELOPMENT AUTHORITY

Office of Community Development Christopher Tyson, President and CEO

City of Baton Rouge-Parish of East Baton Rouge Redevelopment Authority

P. O. Box 1471 600 Florida Street, Suite 110

Baton Rouge, LA 70821 Baton Rouge, LA 70801

with a copy to:

 Office of the Parish Attorney

 P. O. Box 1471

 Baton Rouge, LA 70821

 **THUS DONE, READ AND SIGNED** by the parties in multiple originals, in the presence of the undersigned competent witnesses, on the respective dates.

WITNESSES: OFFICE OF COMMUNITY DEVELOPMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES: EBR REDEVELOPMENT AUTHORITY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_