COOPERATIVE ENDEAVOR AGREEMENT FOR

HOUSING AND URBAN DEVELOPMENT GRANT BASED PROGRAMS

between the

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

OFFICE OF COMMUNITY DEVELOPMENT

**and**

Build Baton Rouge and/or BBR

**Effective October 1, 2020**

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COOPERATIVE ENDEAVOR AGREEMENT

This Agreement (hereinafter referred to as the “Agreement” or “Contract”) is entered into by and between EAST BATON ROUGE REDEVELOPMENT AUTHORITY BUILD BATON ROUGE (“BBR”),and the CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE (“City-Parish”), OFFICE OF COMMUNITY DEVELOPMENT (“OCD”). BBR and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

# I. COOPERATIVE ENDEAVOR

## A. Goals and Objectives

The City of Baton Rouge and Parish of East Baton Rouge, through the OCD, is administering Community Planning and Development (CPD) grant programs as an entitlement jurisdiction of the U. S. Department of Housing and Urban Development (HUD). The OCD prepares an annual Action Plan for CPD grant programs (the “Program”).

The BBR is a political subdivision of the State of Louisiana created under Louisiana Revised Statute 33:4720.151 in 2007 with a purpose of providing a public body with the authority to redevelop, renew, salvage and reconstruct blighted and distressed areas within East Baton Rouge Parish, including entering into intergovernmental agreements in order to achieve its purposes.

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

The OCD and the BBR have determined that many components of the Program align with the mission of the BBR and that efficiencies in administration and program implementation can be realized by cooperating together to achieve the City-Parish’s policy objectives. The OCD is requesting that the BBR assist it in administering the awards of CPD funds, including directly monitoring and coordinating efforts with awardees of such funds (“Grant Recipients”) in the effective and expeditious implementation of the Program and of individual CPD grants awarded to Grant Recipients by the OCD (“Projects” or “Project”). CPD grant programs discussed herein include but may not be limited to, Housing Opportunities Made Equal (HOME) and Community Development Block Grant (“CBDG”), grant programs.

As outlined in detail below, BBR will perform certain tasks (“Services”) related to the Program, including but not limited to assisting the OCD and/or Grant Recipients City-Parish in the administration, implementation, compliance monitoring, enforcement of subrecipient grant agreements and loan obligations, and closeout of the HOME and CDBG grant programs in accordance with all applicable action plans, as amended.

## B. Duties of the City-Parish

### The City-Parish hereby agrees to make available HOME and CDBG funds received by it from HUD for the 2020-2021 federal fiscal year beginning October 1, 2020 to the BBR to carry out activities set out for such funds in the Program in the Action Plan submitted to HUD.

### The City-Parish agrees that in exchange for the services provided, the BBR will receive a percentage of the administrative allowance permitted under the HOME and CDBG programs. The parties will cooperate in good faith to establish the amount allocated under this provision.

### The City-Parish acknowledges that it remains solely responsible to HUD for compliance under the Program, and it will maintain adequate staff and expertise, with full cooperation by the BBR, to complete all audits, requests, and investigations by HUD or any applicable federal agency under the Program.

## C. Duties of the BBR

### The BBR hereby agrees to furnish services to the OCD as specified in the Scope of Services, Attachment I, which is attached hereto and made a part hereof. The BBR is a contractor of the OCD for the HOME and CDBG programs and is not intended to be a sub recipient of any funding.

### BBR will provide certain monitoring and reporting to OCD as follows:

#### The BBR will provide OCD with various periodic reports (as requested) . Additionally, BBR will provide any reports required by the underlying Projects and any additional reports requested by OCD.

#### The BBR will work to ensure all deliverables are completed on or before the time scheduled for completion. OCD will be responsible for review and acceptance of deliverables.

#### The BBR will implement the Scope of Services in Attachment I to ensure quality, efficiency and effectiveness in fulfilling the goals and objectives of the Program.

#### BBR recognizes and agrees that the overall intent of the contract is for the BBR to assume all rights and responsibilities for grants’ management and administration of the grant programs under the contract as intended by the federal rules, regulations and grant documents, unless those rights are specifically reserved to the City-Parish in this contract.

### Beginning with the federal fiscal year commencing October 1, 2020, BBR will aid OCD in drafting the Action Plan, creating programs for the new fiscal year, and implementing such programs along with administering and implementing existing programs with unexpended funds. It is the intent of the City-Parish and the BBR that the BBR will assist in designing and implementing programs that meet the City-Parish objectives of advancing fair housing, eliminating blight, reinvesting in the City-Parish, and other areas of concern; provided that nothing herein shall delegate the authority of drafting and submitting the Action Plan to the BBR and the OCD shall maintain control over prioritizing the objectives and goals contained in each Action Plan.

# II. PAYMENT PROCESS AND FUNDING

## To enable the BBR to meet its obligations hereunder, the City-Parish agrees to allocate a combination of general fund dollars and administrative fees allowed under the CPD grants. The amount of general fund dollars allocated will be established by the approved budget of the City-Parish based on information included in the BBR’s request for such funds, as required by City-Parish policies and procedures. Payments of administrative fees will be made monthly in arrears beginning November 1, 2020 in accordance with all federal requirements. Payments of general fund dollars will be made quarterly beginning January 1, 2021.

**BBR COMPENSATION**

**OCTOBER 1, 2020 to SEPTEMBER 30, 2021**

|  |  |  |  |
| --- | --- | --- | --- |
| GRANT PROGRAMS | ADMINISTRATION | PROGRAM DELIVERY | TOTAL CONTRACT |
| CDBG | 394,410 | 60,000 | 454,410 |
| HOME | 186,220 | 45,000 | 231,220 |
| SFOOHR |  | 514,370 | 514,370 |
| VOLUNTEER |  |  |  |
| **TOTALS** | **580,630** | **619,370** | **1,200,000** |

The parties agree that the amounts allocated under this Agreement shall be adjusted by letter agreement between the parties based on the amendment of the current action plan or adoption of a new action plan inserting the then-current year’s allocation of federal funds under the above described grant programs without the need for a formal amendment hereto, notwithstanding anything herein to the contrary. The parties acknowledge that the numbers shown in the above chart are estimates based on a percentage allocation based on the current year (2020-2021) of administrative and program delivery funds and will be adjusted each year based the administrative allocation.

# TERM OF CONTRACT

## A. Contract Term

This Contract shall begin on October 1, 2020 and end on September 30, 2023, unless terminated early under the provisions herein. By mutual agreement of the parties, this contract may be extended for additional one year periods, for a maximum extension of three years. Either party may terminate this Agreement, with or without cause, upon thirty (30) days’ notice to the other. The BBR shall be entitled to payment for Services performed up to the date of termination contained within a termination notice from the City-Parish, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement.

## B. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of funds by the OCD to fulfill the requirements of this Agreement, including the allocation of general fund dollars from the City/Parish. Failure of the appropriate authorities to approve and provide an adequate budget to the BBR for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. The BBR shall be paid for all authorized Services properly performed and good faith expenditures made prior to termination; provided that nothing herein shall obligate the BBR to expend any of its own funds prior to confirmation in writing that all funding contemplated hereunder is available or that the OCD commits to funding all authorized Services prior to the BBR undertaking any Services hereunder.

# IV. Indemnification and Limitation of Liability

## A. Force Majeure

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from Acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Agreement.

## B. Indemnity

To the maximum extent allowed by law, each Party shall be fully liable for the actions of its agents, employees, partners or Subcontractors and, to the maximum extent allowed by law, shall fully indemnify and hold harmless the other Party from suits, actions, damages, and costs of every nature and description relating to personal injury and damage to real or personal tangible property caused by such Party, its agents, employees, partners, independent BBRs or Subcontractors, without limitation; provided, however that no Party shall indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the other Party.

# V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS

## A. City-Parish Furnished Resources

### The Mayor’s Office Designee (“Assistant Chief Administrative Officer”) will provide oversight of the activities conducted hereunder. The performance of this contract will be measured by the Designee , who is authorized on behalf of the City-Parish to evaluate the BBR’s performance against the criteria in Attachment III. The Director shall be the principal point of contact on behalf of the City-Parish for the BBR concerning BBR’s performance under this Contract.

### Regulatory applicability determinations made by the City-Parish or agreements made between various governmental agencies shall remain the responsibility of the City-Parish. BBR shall not be responsible for the technical, regulatory or legal veracity and acceptability of determinations made by the persons other than its agents, employees, or BBRs. Such agreements, determinations and communications shall be provided by OCD to BBR to facilitate completion of the Scope of Work.

### City-Parish recognizes there may be a requirement under federal, state or local statutes or regulations to report the results of BBR’s findings to appropriate regulatory agencies. BBR is not responsible for advising the City-Parish about the City-Parish’s or others reporting obligations and City-Parish agrees that it or others shall be responsible for all reporting, unless BBR has an independent duty to report under applicable law. In those situations, unless prohibited by law, court order, subpoena or other legal constraint, BBR will provide City-Parish with advance notice that BBR believes that it has an obligation to report as well as the substance of the report it intends to make. BBR agrees to notify OCD of all instances of non-compliance related to these programs as they become aware.

### The OCD will provide specific project information to the BBR necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to the BBR by the OCD shall remain the property of the OCD and shall be returned by the BBR to the OCD, upon request, at termination, expiration or suspension of this Agreement.

### All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by the BBR, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by the BBR to the OCD at termination or expiration of this Agreement. Cost incurred by the BBR to compile and transfer information for return to the OCD shall be billed on a time basis, subject to the maximum amount of this Agreement. Software and other materials owned by The BBR prior to the date of this Agreement and not related to this Agreement shall be and remain the property of the BBR.

## B. Subcontractors

1. The BBR may, with prior written consent from OCD, such consent not to be withheld, delayed or unreasonably conditioned, enter into subcontracts with third parties (“Subcontractors”) for the performance of any part of the BBR’s duties and obligations. OCD’s consent hereunder shall be limited to reviewing the subcontract for compliance with required federal, state and local statutory obligations and shall in no event give OCD the right to reject a subcontract based on selection of Subcontractor, pricing determination, term, scope of work, or other subjective criteria. In no event shall the existence of a subcontract operate to release or reduce the liability of the BBR to the OCD for any breach in the performance of the BBR's duties. The BBR agrees that all Subcontractor’s agreements will meet all contracting, indemnity, insurance and regulatory compliance requirements of the BBR.

2. OCD retains the right to request that the Executive Director of the BBR change Subcontractors in the event such Subcontractor’s work performance or conduct may jeopardize any Grant covered by this Agreement; provided that such right shall not extend OCD the right to demand that any Subcontractor be terminated or removed.

## C. Section 3

### Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the BBR, the City-Parish and any of the City-Parish’s subrecipients and Subcontractors. Failure to fulfill these requirements shall subject the BBR, the City-Parish and any of the City-Parish’s subrecipients and Subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The BBR certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

### The BBR further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

### The BBR further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

### The BBR certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

### The BBR will take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the grantor agency. The BBR will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

### BBR will certify that any vacant employment positions, including training positions, that are filled (1) after BBR 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 BBR'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. 5307) 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).

### BBR shall furnish Debarment/Suspension Certification of Contractors, and each tier of Subcontractors, that such Contractors and Subcontractors are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR part 2424.

## D. Fund Use

### The BBR agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### The BBR and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The BBR and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

## E. Confidentiality of Data

### All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD and made available to the BBR in order to carry out this Contract, or which become available to the BBR in carrying out this Contract, shall be protected by the BBR from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD. The identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD in writing to the BBR. If the methods and procedures employed by the BBR for the protection of the BBR's data and information are deemed by the OCD to be adequate for the protection of OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. The BBR shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the BBR's possession, is independently developed by the BBR outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

### All of the reports, information, data, et cetera, prepared or assembled by the BBR under this Contract are confidential and the BBR agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the BBR discuss and/or release information concerning this project without prior express written approval of OCD.

### This Subsection E is subject to the public records laws of the State of Louisiana and all other applicable laws, statutes and regulations applicable to the BBR.

## F. Insurance

### Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement may be waived for Worker’s Compensation coverage only.

### BBR's Insurance. The BBR shall not commence work under this Contract until it has obtained all insurance required herein. Certificates of Insurance shall be filed with the OCD for approval. The BBR shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractors has been obtained and approved. If so requested, the BBR shall also submit copies of insurance policies for inspection and approval of the OCD before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days’ notice in advance to the OCD and consented to by the OCD in writing and the policies shall so provide.

### Compensation Insurance. Before any work is commenced, the BBR shall maintain during the life of the Contract, Workers’ Compensation Insurance for all of the BBR’s employees. In case any work is sublet, the BBR shall require the Subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees, unless such employees are covered by the protection afforded by the BBR.

### Commercial General Liability Insurance. The BBR shall maintain during the life of this Contract such Commercial General Liability Insurance which shall protect him, the OCD, and any Subcontractors during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Subcontractors, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the OCD. Such insurance shall name the OCD as additional insured for claims arising from or as the result of the operations of the BBR or his Subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $1,000,000.

### Professional Liability (Errors and Omissions): The BBR shall maintain Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the BBR, shall have a minimum limit of $1,000,000.  Claims-made coverage is acceptable.   The date of the inception of the policy must be no later than the first date of the anticipated work under this contract.  It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract.  The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed.

### Licensed and Non-Licensed Motor Vehicles. The BBR shall maintain during the life of the Contract Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

### Fidelity Bond. The BBR shall maintain an insurance policy, in a form and substance satisfactory to OCD, covering against loss or damage relating to or resulting from any breach of fidelity by BBR, or any officer, director, employee or agent of BBR, any loss or destruction of documents (whether written or electronic), fraud, theft, misappropriation and errors and omissions. The policy shall name the City-Parish as insured and loss payee and provide coverage in an amount equal to one million dollars ($1,000,000). The deductible on such insurance policy shall not exceed fifty thousand dollars ($50,000).

### Subcontractor’s Insurance. The BBR shall require that any and all Subcontractors, which are not protected under the BBR’s own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the BBR.

## G. Audits and Inspections

### It is hereby agreed that the Auditor of the City-Parish, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of the BBR and/or its Subcontractors that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing the BBR or Subcontractors, as appropriate, with reasonable advance notice. The BBR and its Subcontractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by the BBR or Subcontractor, as appropriate.

### Failure of the BBR and/or its Subcontractor to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD’s option, result in the withholding of future payments and/or return of funds paid under this Agreement.

### The BBR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

## H. Covenant Against Contingent Fees and Conflicts of Interest

### The BBR shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement 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, or agents, Subcontractor, member of the governing body of the BBR or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

### The parties agree that the BBR is subject to the current Louisiana Code of Governmental Ethics. The BBR agrees to immediately notify the OCD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

## Compliance with Laws

The work to be performed under this Contract shall be subject to the requirements of all laws and regulations applying to the OCD as an entitlement jurisdiction of the U. S. Department of Housing and Urban Development and the various CPD grant programs. BBR shall comply with all such applicable laws and regulations to the same extent required by the OCD. Noncompliance with said laws and regulations may result in termination of this Agreement.

## Discrimination and Compliance Provisions

### The BBR and its Subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

### The BBR and its Subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

### Any act of unlawful discrimination committed by the BBR or its Subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

## Section 109 of the Housing and Community Development Act of 1974

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 Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that 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, as amended, is prohibited.

## Environmental Conditions

### Air and Water: The BBR agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C., 7401, *et seq*.;

b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), the BBR shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### Lead-Based Paint: The BBR agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

### Asbestos:With respect to asbestos-containing materials (ACM), an exemption from National Emission Standards for Hazardous Air Pollutants (NESHAP) exists for asbestos under 40 CFR Part 63 and 33 LAC III.5151 for residential buildings having four or fewer dwelling units (such buildings do not meet the definition of a “facility” and hence are not subject to the rule). With the exception of OSHA standards, no further requirements apply for ACM under this program.

### In accordance with worker protection standards under OSHA (which are separate from EPA or LDEQ requirements), BBRs and workers must be made aware of potential hazards associated with Lead-Based Paint (LBP), Asbestos Containing Materials (ACM) and Problem Drywall for work performed on homes including demolition, reconstruction and rehabilitation.

### Historic Preservation: The BBR agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

## Energy Efficiency

The BBR shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to the BBR and its Subcontractors. The OCD will provide such standards and policies to the BBR as a pre-condition of this stipulation.

## Eligibility Status

The BBR, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR part 2424.

## Drug-Free Workplace Requirement

The BBR hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between the BBR and any third parties using funds under this Agreement in accordance with FAR part 23.500, et seq.

## General Compliance

The BBR will agree with all applicable federal, state, and local laws and all applicable Office of Management and Budget Circulars, (http://www.whitehouse.gov/omb/circulars/).

## Financial Management

The BBR shall administer its program in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The BBR is responsible for having all its Subcontractors and project sponsors administer their programs in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### Accounting Standards: The BBR agrees to comply with 2 CFR part 200 as set forth at 24 CFR 570.502 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

### Cost Principles: The BBR shall administer its program in conformance with 2 CFR part 200, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### Payment Procedures: Payments may be contingent upon certification of the BBR’s financial management systemin accordance with the standards specified in 2 CFR part 200 as set forth at 24 CFR 570.502.

a. The BBR shall submit requests for reimbursement in a format prescribed in Attachment IV. Any reimbursement request shall be only for expenses properly incurred by Grant Recipients or the BBR during the term of this Agreement.

b. Requests for payment shall be submitted by BBR directing OCD to make payment to Grant Recipients consistent with the available HOME and CDBG funds on an as-needed basis. The City-Parish will pay to Grant Recipients funds available based upon information submitted by the BBR.

c. Payments will be made for eligible expenses incurred by the BBR consistent with the approved budget as provided for in Attachment II of this Agreement and the City-Parish policy concerning payments. Payments to the BBR will not exceed actual cash requirements. In addition, the City-Parish reserves the right to liquidate funds available under this contract for costs incurred by the City-Parish on behalf of the BBR.

d. Verifiable supporting documentation of expenses acceptable to the City-Parish shall be submitted prior to any payment by the City-Parish to Grant Recipients and the BBR.

e. Supporting documents shall give the total of the expenses submitted and shall also include itemized expenses.

f. The BBR shall submit its final reimbursement request to the City-Parish no later than 45 days after the end date of this agreement**.** Any such reimbursement request shall be only for expenses properly incurred prior to the end date of this Agreement.

### Indirect Costs:If indirect costs are charged, the BBR will develop an indirect cost allocation plan for each program year to determine the appropriate BBR’s share of administrative costs and shall submit such plan to the City-Parish for approval prior to September 1st, before the execution of the Agreement and for use in the concurrent program year. No indirect costs will be paid without the City-Parish approval of the BBR’s Indirect Cost Plan.

## Asset Management and Procurement:

### Management of Assets*:* The BBR will be responsible for ensuring all assets including but not limited to financial and physical property provided for under this Agreement are administered and maintained in accordance with all applicable CDBG, federal and local requirements.

### Program Income: In the event BBR received program Income as defined at 24 CFR 57.500(a) generated from programs defined in this Agreement, BBR shall report such income and forward it to the City-Parish.

### Procurement: The BBR shall be responsible for carrying out all procurements under this award. In accordance with 2 CFR 200.317, the BBR shall follow the same policies and procedures it uses for procurements from its non-Federal funds, while still complying with 2 CFR 200.322 Procurement of recovered materials and ensuring that every purchase order or other contract includes any clauses required by 2 CFR 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 2 CFR200.318 General Procurement standards through 200.326 contract provisions. Further, the BBR shall comply with the State’s procurement laws and regulations concerning the purchase of equipment.

### Accountability: The BBR shall be responsible for the proper maintenance, security and documentation of all items procured with CDBG funds through this Agreement. The BBR will maintain inventory records of all non-expendable personal property as defined by the City-Parish’s policy.

### Reversion of Assets: Upon expiration or termination of the Agreement, any remaining CDBG funds and disposition of real property and equipment provided for under this Agreement shall be transferred or disposed of in compliance with the requirements of 2 CFR 200 and 24 CFR 570.503(b)(7) as applicable, which include but are not limited to the following:

a. The BBR shall transfer to the City-Parish any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. All unexpended program income shall be returned to the City-Parish at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City-Parish.

c. Real property under the BBR’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.508 until five (5) years after expiration of this Agreement (the City-Parish can made a determination that the period may be more than five years) If the BBR fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the BBR shall pay the City-Parish an amount equal to the current fair market value of the property less any portion of the value attributable to the expenses of non-CDBG funds for acquisition or improvement to the property. Such payment shall constitute program income to the City-Parish. The BBR may retain real property acquired or improved under this agreement after the expiration of the five (5) year period (change this language if the decision is to be more than 5 years).

d. In all cases in which equipment acquired, in whole or part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement was used to acquire the equipment). Equipment purchased by the BBR for activities under this Agreement shall be (a) transferred to the City-Parish for the CDBG program or (b) retained after compensating the City-Parish (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.) (Depreciation Table is needed for all equipment purchased.)

## Reporting Requirements:

### Program Income:The BBR shall report monthly all program income as further discussed in Section V(R)(2) of this Agreement.

### Progress Reports: The BBR shall submit progress reports on a monthly basis to the City-Parish representative. Progress reports will be submitted in a format prescribed by the City-Parish in **Attachment V**, which provide at a minimum accomplishment and beneficiary data and are sufficient to satisfy the City-Parish’s reporting requirements to the U.S. Dept. of Housing & Urban Development*.* The progress reports will be aligned to the Action Plan, noting progress on the goals set forth therein as of the date of the report.

### Requests for Reimbursement:The BBR will submit all requests for payment and reimbursement, and all documentation requested by the City-Parish to support such request, due to it or any Grant Recipient on a monthly basis.

a. Requests for reimbursement are to be submitted on the form in Attachment IV. The form must be completed in its entirety including budgetary amounts.

b. For each Grant Recipient for which BBR is administering grant funds, the BBR shall collect all applicable paycheck stubs, time and attendance records, bank statements, and/or cancelled checks as well as, documentation of employee wages included in requests for reimbursement and any other documentation requested by the City-Parish as may be need to verify detail in the request for reimbursement or adhere to Federal or State laws and/or regulations.

c. The BBR shall review and approve all information submitted by each Grant Recipient, making a determination as to the amount of grant funds the subrecipient is due.

d. The BBR shall submit a payment request as needed, stating the source and amount of funding due to Grant Recipients allocated by program. No funds shall be disbursed unless and until satisfactory evidence has been presented to the City-Parish that all requirements of the Program have been met and that all costs have been incurred pursuant to this Agreement.

e. Each month, the BBR shall submit one payment request, stating the source and amount of funding due to it under this Agreement, allocated by program for administrative and program delivery costs. No funds shall be disbursed to the BBR unless and until satisfactory evidence has been presented to the City-Parish that all requirements of the Program have been met and that all costs have been incurred pursuant to this Agreement and the approved budget.

BBR’s Administrative and Program Delivery expenses shall be supported by employee time sheets reflecting time spent on each program, payroll journals and vendor invoices.

f. All requests for reimbursement are required to be submitted via electronic delivery to the City-Parish.

g. All requests for reimbursement which are received by the City-Parish will be reviewed and processed within a one-month time period. If there is missing documentation, the BBR will be notified with regard to what information is needed. The BBR will keep and maintain all backup documentation related to each Grant Recipient regardless of whether the City-Parish requests such documentation for each payment request. The City-Parish will periodically monitor such files.

### Close-out Reports: BBR’s obligation under this Agreement shall not end until all close-out requirements for the Programs, as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that BBR has control over Program funds. The BBR will submit all reports as requested by the City-Parish in the format prescribed in order to close-out this grant.

### Documentation and Recordkeeping: The BBR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506) that are pertinent to the activities to be funded under this Agreement. The BBR will maintain records digitally in accordance with its record keeping policies approved by OCD.

### Records: The BBR shall maintain records and documentation based on the activities carried out which include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition or real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.506(h), and CDBG nonprofit, educational institutions and government entities by 2 CFR part 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.)

### Retention of Records:The BBR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the City-Parish’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or otheractions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## Unless requirements are modified or waived by HUD, to the extent applicable the BBR agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies; The BBR shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b) (2) which includes; families, individuals, businesses, non-profit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Any Plans shall also require the one-for-one replacement of any occupied or vacant low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project.

## Prohibited Activity

The BBR is prohibited from using, and is responsible for its Subcontractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. City-Parish will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq*.), which limits the political activity of employees.

## Labor Standards

### The BBR agrees, to the extent applicable, to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The BBR agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The BBR shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

### The BBR agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all BBRs engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City-Parish pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the BBR of its obligation, if any, to require payment of the higher wage. The BBR shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

## Personnel

### Prior to every program year, the BBR shall submit an organizational chart and job descriptions for approval to the OCD detailing the identity of each person (whether employed by BBR or a Subcontractor) who shall perform any services required under this Agreement or otherwise work on the Program. All personnel engaged in the performing services required shall be fully qualified with required certification in place.

### BBR agrees to provide the following:

1. Key Personnel – BBR shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks.
2. Project Manager – BBR shall provide a Project Manager who will provide day-to-day management of project tasks and activities, coordination of BBR support and administrative activities, and supervision of personnel.
3. Other Resources – BBR shall provide other resources as needed.

### 3. Substitution of Personnel. OCD retains the right to request that the Executive Director of the BBR make a personnel change in the event an BBR’s employee’s work performance or conduct may jeopardize any Grant covered by this Agreement. However, BBR retains the exclusive right to make personnel decisions for employees of the BBR.

# VI. MISCELLANEOUS PROVISIONS

## A. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns. Nothing in this provision shall prevent the BBR from entering into subcontracts with one or more Subcontractors as provided elsewhere in this Agreement.

## B. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

## C. Applicable Law, Remedies, and Venue

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claimor controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## D. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

In the event of any inconsistent or incompatible provisions, this signed Agreement shall take precedence.

## E. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

## F. Amendments, Supplements and Modifications

This Agreement may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement or modify this Agreement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties.

The OCD may require a written amendment to this Agreement to conform the

Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of BBR to execute the written amendment required by the OCD may constitute, at the OCD’s discretion, a basis for termination of this Agreement for cause.

## G. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

## H. Acts of Grant Recipients

The obligations of the BBR under this Agreement to provide guidance and/or instructions to Grant Recipients is limited to that necessary for grant management and compliance and shall inure to the benefit of the OCD only and not to any third party, including the Grant Recipients. This Agreement shall not be construed to create any responsibility of the BBR to OCD or the Grant Recipient for the means, methods and safety requirements of any Grant Recipient or any of Grant Recipient’s consultants, BBRs, representatives or agents in the design or construction of projects, beyond any obligation it may have under this Agreement relating to grant management and compliance with the federal regulations governing the use of CDBG funding provided to the Grant Recipient.

## I. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

## J. Legal Authority

The BBR 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 BBR legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the BBR is obligated to perform under this Agreement.

## K. Public Communications

The BBR shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in environmental, labor, monitoring and compliance, legal and finance sections.

The BBR shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the BBR’s activities under this Contract without the prior consent of OCD, unless required by law, court order, subpoena or other legal imposition.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract.

The BBR shall not issue any press releases or publications related to any Program without the prior consent and cooperation of OCD. Furthermore, the BBR agrees to coordinate with OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the BBR’s activities under this Agreement at any conferences, symposiums or topical meetings/gatherings of a similar nature, with the express intent of including OCD personnel and/or input in any such gathering. All printed material related to any Program shall acknowledge the City-Parish, HUD and OCD’s participation in funding such Program.

## L. Safety

The BBR shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and BBR shall take or cause to be taken such additional safety and health measures as the BBR may determine to be reasonably necessary.

## M. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Agreement shall forthwith be amended to make such insertion or correction.

## N. Ownership

Subject to the public records laws of the State, all records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by the BBR, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted by herein shall become the property of the OCD, and shall, upon request, be returned by the BBR to the OCD at termination or expiration of this Contract. Cost incurred by the BBR to compile and transfer information for return to the OCD shall be billed on a time and material bass, subject to the maximum amount of this Contract. Software and other materials owned by the BBR prior to the date of this Contract ad not related to this Contract shall be and remain the property of the BBR. The BBR may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

## O. No Third Party Beneficiaries

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui.  The OCD and the BBR are and shall remain the only parties to this Agreement and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Agreement. The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the City-Parish, unless expressly agreed in writing by the OCD and the BBR. This provision does not affect the indemnity and insurance obligations under this Contract.

## P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Urban Development Director

Office of Community Development

P.O. Box 3114

Baton Rouge, Louisiana 70804-3114

Facsimile: 225-389-3939

To BBR:

Federal Grant Administrator

East Baton Rouge Redevelopment Authority

801 North Blvd., Suite 200

Baton Rouge, Louisiana 70802

Facsimile: 225-387-0780

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

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

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

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BBR

E AST BATON ROUGE REDEVELOPMENT AUTHORITY

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

Chris Tyson, CEO and President

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment** **I**

**Scope of Services**

The BBR will deliver the eligible activities as identified below in a manner satisfactory to OCD and HUD and consistent with any standards and requirements imposed by HUD and in accoBBRnce with OCD’s Consolidated Plan and Strategy, the annual OCD Action Plan and as generally described below:

The following grant programs will be implemented by the BBR under this Agreement:

* Community Development Block Grant (CDBG) program
* Home Investment Partnerships (HOME) program

Management

* Responsible for all personnel issues, to include assignment, staffing, supervision, disciplinary, and overseeing all operations of successful administration of CPD grant programs and other duties as set by the Office of Community Development (OCD).
* Execute and monitor CPD funded activities to ensure compliance with HUD regulations, including timely submission of performance reports to HUD.
* Set up all HOME and CDBG funded activities in the Integrated Disbursement and Information System (“IDIS”); perform routine maintenance, performance reports, changes and other IDIS duties as required for adequate administration of HOME and CDBG funded activities.
* Monitor CPD grant utilization to ensure resources are maximized and report monthly via IDIS.
* Preparation and submission of required HUD reports, including audits, certifications, and the CAPER.
* Determine eligibility in accoBBRnce with income or other qualifications,
* Prepare and submit a monitoring plan for all programs.
* Monitor all projects within the performance compliance period; perform all necessary monitoring and reporting in accoBBRnce with HUD regulations; review occupancy files for compliance with regulatory agencies.
* Provide file maintenance in accoBBRnce with HUD regulations.
* Enforce all BBR and City-Parish written agreements.
* Provide guidance, monitoring and support for CPD funded subrecipients.
* Process CPD funded payment requests in accoBBRnce with HUD regulations and OCD requirements by preparing payment requests and submitting to OCD. At the time of submission, initiate draw request in IDIS.
* Determine proper rental amounts in accoBBRnce with HUD approved rules.
* Complete all reporting documents to funding and financing agencies (i.e., HUD, Federal, State and local entities, banking institutions, fee, etc.).
* Enforce Procurement Policy and Procedures.
* Prepare and transmit monthly performance reports, in addition to any special reports requested by the Metro Council or HUD.
* Other standard management duties.

In addition, while implementing the programs, the BBR will comply with the following Grant conditions:

### **Compliance with Program Requirements and Recordkeeping:** The BBR shall be responsible for ensuring that all applicable entitlement program requirements are complied with in the administration of grant funds that it receives through the CEA. This includes the appropriate documentation of all national objectives, eligible activities, and all other program requirements. This also includes all provisions in 2 CFR Part 200 applicable to subrecipients of Entitlement program grants.

### **Financial Management and Internal Controls:** The BBR must comply with the requirements of 2 CFR 200.302 *Financial management*, and ensure that it expends and accounts for grant funds under this award in accoBBRnce with its State laws and procedures for expending and accounting for funds. The BBR must also comply with the requirements of 2 CFR 200.303 *Internal controls*, and establish and maintain effective internal control over the grant funds under this award that provides reasonable assurance that the BBR is managing grants funds in compliance with Federal statutes, regulations, and the terms and conditions of this award.

### **Administrative Costs:** The BBR must ensure that administrative and planning costs made available under CPD grant program awards are properly spent and accounted for, are properly allocated to CPD programs, and are not spent in excess of relevant program caps on administrative and planning costs.

### **Reporting Requirements:** The City-Parish must be responsible for maintaining all required documentation in its administration of grant funds under this award. The BBR must provide the City-Parish with all appropriate documentation to ensure that the City-Parish can meet all reporting requirements under CPD entitlement programs. The BBR must also provide reports, information and documentation to the City-Parish to ensure that it can submit timely performance reports and any other required documentation to HUD.

### **Environmental Review Responsibilities**: The BBR must serve as the responsible entity for purposes of compliance with environmental responsibilities described at 24 CFR 570.604. The BBR shall complete all work associated with the environmental review process and provide such information to the City-Parish for approval and request for release of funds.

### **Integrated Disbursement and Information System (IDIS) Access and Approval**:

Every drawdown request in IDIS must have an originator and an approver, and no single IDIS user may have both the originator and approver role on any drawdown request. For these HUD funds, City-Parish Financial Analyst will be the originator of the IDIS voucher. The BBR will have access to the City-Parish’s accounts within IDIS. City-Parish finance manager will review the voucher and any support documentation, and ultimately approve the voucher if the information is sufficient. The BBR will input a monthly update within the accomplishment narrative section in IDIS. The BBR’s role in carrying out functions in IDIS does not in any way alter the City-Parish's responsibilities to ensure that CPD funds are used in accoBBRnce with all program requirements.

### **Procurement**:

The BBR shall be responsible for carrying out all procurements under this award. In accoBBRnce with 2 CFR 200.317, the BBR shall follow the same policies and procedures it uses for procurements from its non-Federal funds, while still complying with 2 CRF 200.322, Procurement of Recovered Materials and ensuring that every purchase order or other contract includes any clauses required by 2 CFR 200.326, Contract Provisions. In no event shall the existence of a subcontract operate to release or reduce the liability of the BBR to the OCD for any breach in the performance of the BBR’s duties to enforce these regulations. Subcontractor’s agreements must meet all regulatory compliance requirements of the BBR.

BBR will assist OCD in preparing the upcoming annual Action Plan and preparing the current Consolidated Annual Performance and Evaluation Report (CAPER) to measure progress in reaching the Consolidated Plan and Strategy goals.

**Attachment II**

Performance Measures

1. Performance Period: Activities performed under this Agreement will commence on October 1st of each year and shall be completed no later than December 31 of the following year, unless extended by mutual agreement of the parties. The terms of this Agreement herein shall remain in effect after the performance period has expired to cover any additional time period during which the BBR remains in control of CPD funds or other CPD assets, which include but are not limited to program income.

2. Performance Measures: Performance will be rated based on the monthly reporting submitted by the BBR.

3. Performance Goals: Unless amended by mutual written agreement by the BBR and the OCD, the BBR will be measured against the goals and objectives set forth in the Action Plan submitted by the OCD to HUD. A copy of the 2020 Action Plan goals relating to the Program are attached hereto for convenience.

4. Funding based on Performance: The BBR agrees to monitor Grant Recipients’ performance to ensure that the BBR expends funds for eligible and approved activities at a rate that will fully exhaust funds provided under this Agreement by the end date given above. If the OCD determines by review of the BBR’s progress, which may consist of performance reports, monitoring, documentation or other forms of evaluation that the BBR is expending at a slower than acceptable rate, the OCD may notify the BBR that it is in danger of de-obligation of part or all of the remaining balance of the Agreement amount. The OCD will notify the BBR of any CPD timeliness or expenditure deadlines at least 45 days in advance of these deadlines. Failure to meet these deadlines will result in de-obligation. Any de-obligation shall be governed under the provisions under Section IV(I) Suspension or Termination of this Agreement.

**Attachment III**

Payment Request (EXAMPLE)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | | | |  |  |  |
|  |  |  | Internal Use Only | | |
|  | | | Draw Request | | | |  | | |
| Today's Date: | | |  |  |  |  | Draw Number | | |
|  |  |  | |  |  |  |  |  |  |
| Contract Number: | |  | | | | |  |  |  |
| Project Name: | |  | | | | |  |  |  |
| Period Covered: | |  | | **to** |  | |  |  |  |
|  |  | mm/dd/yy | |  | mm/dd/yy | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Recipient: | |  | | | | | | | |
|  |  |  | | | | | | | |
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|  |  |  |  |  |  |  |  |  |  |
| Submitted by: | |  | | | | | | | |
| Telephone #: | |  | | | | | | | |
| eMail Address: | |  | | | | | | | |
| Accounting Template: | |  |  |  |  |  |  |  |  |
|  | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Budget Categories | | Original Budget | | Draw Requested | | Cumulative Totals | | Balance Remaining | |
| Salaries | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | |
| Benefits | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | |
| Supplies | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | |
| Professional Services | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | |
|  | |  | |  | |  | |  | |
|  | |  | |  | |  | |  | |
|  | |  | |  | |  | |  | |
| Other | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | |
| ***Total Direct Charges*** | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | |
| *Total Indirect Charges* | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | |
|  | |  | |  | |  | |  | |
| **TOTAL** | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | |
| ***Detailed backup documentation must be included with this draw request.*** | | | | | | | | | |
|
| Internal Use Only | | | | | | | | | |
|  | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | |  | | | | |
| Fiscal Manager | | | Date | | Program Manager | | | Date | |
|  | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**Attachment IV**

**Progress Report**