



Board of Directors

Agenda Item 15

Bradley R. Sweazy, Chief Operating Officer

December 12, 2012

Table of Contents

CEA between LHC and OCD.....	15.1
OCD/DRU Housing Programs to LHC-EXHIBIT A.....	15.36
Resolution Authorizing Approval of CEA between LHC and OCD.....	15.38

CFDA 14.228

Grant #B-06-DG-22-0001, 0002/Years 2006/2007

Grant #B-08-DI-11-0001/ Year 2009

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

COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM

LOUISIANA HOUSING CORPORATION

This Agreement (“Agreement”) is entered into by and between the LOUISIANA HOUSING CORPORATION (“Agency”) and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD”), each represented herein by their undersigned duly authorized representatives. Agency and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

PREAMBLES

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, in the aftermath of Hurricanes Katrina, Rita, Gustav and Ike, the United States Congress, through Public Laws 109-148, 109-234 and 110-329, appropriated funds to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program for use through the State of Louisiana for disaster recovery; and

WHEREAS, the OCD, on behalf of the State of Louisiana (the “State”), administers the State’s CDBG disaster recovery program (the “CDBG Disaster Recovery Program”), which is subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

WHEREAS, through Louisiana’s First Action Plan (Katrina/Rita) and Louisiana’s Second Action Plan (Katrina/Rita), along with various amendments, which were submitted to and approved by HUD, the OCD has developed, and HUD has approved,

several housing programs designed to aid in the recovery effort in Louisiana following Hurricanes Katrina and Rita;

WHEREAS, through Initial Action Plan for the Utilization of CDBG Funds in Response to Hurricanes Gustav and Ike, and subsequent action plan amendments, the OCD has developed, and HUD has approved, several housing programs designed to aid in the recovery effort in Louisiana following Hurricanes Gustav and Ike;

WHEREAS, the Neighborhood Stabilization Program, (NSP) (referred to herein as the “NSP Program”) was established for the purpose of stabilizing communities that have suffered from foreclosures and abandonment. Through the purchase and redevelopment of foreclosed and abandoned homes and residential properties, the goal of the program is being realized. [NSP1](#), a term that references the NSP funds authorized under [Division B, Title III of the Housing and Economic Recovery Act \(HERA\) of 2008](#), provides grants to all states and selected local governments on a formula basis. [NSP3](#), a term that references the NSP funds authorized under the Dodd–Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) of 2010, provides a third round of neighborhood stabilization grants to all states and select governments on a formula basis;

WHEREAS, the “Katrina/Rita Housing Programs”, the “Gustav/Ike Housing Programs” and the “NSP Program” shall be collectively referred to in this Agreement as the “Housing Programs”;

WHEREAS, pursuant to Louisiana Revised Statute Section 40:600.86 et. seq., Agency is a public body corporate and politic of the State of Louisiana specifically charged with, pursuant to Louisiana Revised Statute Section 40:600.91(A)(26)(a), assuming administration and management of disaster recovery programs funded by the Department of Housing and Urban Development Community Development Block Grants and the Supplemental Appropriation Act of 2008 (P.L. 110-252) as designated by the commissioner of administration; and

WHEREAS, the public purpose to be derived from this Agreement is the expeditious and effective recovery of Louisiana as part of the CDBG Disaster Recovery Program; and

WHEREAS, the actions of the OCD and Agency will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. SCOPE OF AGREEMENT

A. Compensation and Maximum Amount of Contract

In consideration of the services required by this Agreement, the OCD hereby agrees to pay Agency an amount of _____ and 00/100 (\$ _____) Dollars “Katrina/Rita Funds” and an amount of _____ and 00/100 (\$ _____) Dollars “Gustav/Ike Funds” for a total maximum amount of _____ and 00/100 (\$ _____) Dollars, (the “Grant Funds”). Payment is predicated upon successful completion and written approval by the OCD of the described tasks and deliverables as provided herein. The approved use and expenditures of the Grant Funds by Agency shall be for the purpose of funding Agency’s activities defined below (the “Program.”).

B. Payment Process

Agency may submit bi-weekly invoices with supporting documentation for payment of Eligible Expenses payable under this Agreement to the Executive Director of the OCD, or his/her designee, for approval. Following review and approval of the invoices by the Executive Director of the OCD, or his/her designee, approved invoices shall be submitted to the OCD Financial Manager, or his/her designee, for approval of payment. Invoices not approved by the Executive Director of the OCD or the OCD Financial Manager, or their respective designees, shall not be paid, but returned to Agency for further processing.

Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Agency via electronic funds transfer.

Indirect costs are reimbursable under this Agreement, to the extent provided in the Agency’s annual cost allocation worksheet that ensures all programs of the Agency share such costs proportionally. In that the Agency is considered a non-major governmental unit by HUD, rather than HUD providing review and approval of the annual cost allocation worksheet, it is to be certified to by the Agency’s Chief Fiscal Officer and included for review and approval as a part of the annual audits performed by the Louisiana Legislative Auditor’s office or their designee. For the initial period of operation of the Housing Programs by the Agency, a projected rate for indirect costs for each of the Housing Programs shall be provided by the Agency and reviewed for approval by OCD’s Financial Manager for use in submitting invoices for payment that include indirect costs. Once a fiscal year has ended, a true-up from the projected rate to actual shall be made, as is done for all of the Agency’s programs.

Eligible travel expenses incurred under this Agreement shall be paid in accordance with PPM 49.

In the event of non-compliance with this Agreement, the OCD may withhold payment to Agency until the OCD deems the Agency is within compliance. Noncompliance of Agency on one of the individual housing programs funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

C. Implementation of Agreement

This Agreement is an inter-agency transfer under which Agency assumes certain obligations under the Housing Programs, as described herein. Agency shall be responsible for complying with applicable regulations and for performing all activities under this Agreement in a manner satisfactory to the OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the OCD's providing the funds. The OCD's providing Agency with funds under this Agreement is specifically conditioned on Agency's compliance with this provision and all program and CDBG regulations, guidelines and standards.

D. Goals and Objectives

The activities of Agency are expected to assist the OCD in the execution of the Housing Programs, which is designed to promote the recovery and rebuilding of housing stock in Louisiana following Hurricanes Katrina, Rita, Gustav and Ike and other disaster related housing initiatives.

E. Statement of Work

1. Tasks, Services and Deliverables

Agency shall provide the administration, implementation, compliance monitoring, enforcement of sub-recipient grant agreements and loan obligations, and closeout of the following programs funded under HUD CDBG-DR appropriations in accordance with all applicable action plans, as amended, which heretofore have been handled within the OCD:

Hurricanes Katrina and Rita:

See Exhibit A, attached hereto and incorporated herein for a list which may be revised by mutual agreement of the parties without the necessity of a written amendment.

Hurricanes Gustav/Ike:

See Exhibit A, attached hereto and incorporated herein for a list which may be revised by mutual agreement of the parties without the necessity of a written amendment.

Additionally, Agency shall provide the administration, implementation, compliance monitoring, enforcement of sub recipient grant agreements and loan obligations, and closeout of HUD's Neighborhood Stabilization Program, Rounds 1 and 3.

Additionally, Agency shall provide the administration, implementation, compliance monitoring, enforcement of sub recipient grant agreements and loan obligations, and closeout for any future housing programs as mutually agreed by the Parties.

Subject to future amendments or agreements between the Parties, the program funds associated with the Housing Programs shall continue to be issued directly by the OCD to the beneficiaries of those programs. Similarly, existing agreements between the OCD and vendors/consultants/grantees for the implementation and delivery of the Housing Programs (the "Existing Agreements") shall continue in full force and effect until terminated pursuant to their terms. For each of the Existing Agreements that exclusively manages one or more of the Housing Programs, the Executive Director of Agency shall perform all of the OCD's responsibilities and duties as the State Project Manager under those agreements. For those of the Existing Agreements that service both one or more of the Housing Programs and programs that are not being managed by the Agency under this Agreement, the OCD State Project Manager specified in those agreements shall remain as such.

Agency agrees that its responsibilities for the above referenced programs under this Agreement shall be conducted in compliance with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants), including subpart K of these regulations. Agency's responsibility for the above referenced programs does not include assumption of OCD's environmental responsibilities as the responsible entity described in 24 CFR 570.604 nor the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Nevertheless, Agency shall provide the necessary staff to coordinate with the OCD for environmental responsibilities for each of the Housing Programs.

Agency shall comply with all other applicable federal, state and local laws, regulations and policies governing the Grant Funds, and shall work in coordination with the OCD in completion of the Housing Programs. Subject to the terms of this Agreement, the Parties may enter into memoranda of understanding regarding but not limited to processes for draws and distribution of program funds by the OCD and auditing and monitoring by the OCD of the Agency's performance of its responsibilities under this Agreement. Agency shall coordinate in advance with OCD on all monitoring, auditing, or other investigations by state or federal entities to ensure involvement by OCD in such

activities. Agency shall consult with OCD on any recommendations for any future action plan amendments in connection with the Housing Programs. Responsibility for formulation and submission of Action Plan amendments shall remain the responsibility of the OCD.

The “Budget” for the Agreement shall be as given in Exhibit B, attached hereto and incorporated herein.

Agency and the OCD may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the amount of Katrina/Rita Funds or the amount of Gustav/Ike Funds available under the Agreement.

Annual budget projections shall be submitted by the Agency for approval by OCD.

2. Eligible Expenses

Agency shall receive and use the Grant Funds for Eligible Expenses, as defined herein. “Eligible Expenses” for the Grant Funds under this Agreement include those applied to eligible activities, as defined in the current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer to <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>), that are recovery-related, are part of the allowable activities of Agency and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD.

3. Assurances

Agency shall be responsible for implementing its activities under this Agreement in compliance with all state and federal laws and regulations. It shall be Agency’s responsibility to require that all of its contractors, and all tiers of their subcontractors, adhere to all applicable state and federal laws and regulations, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Agency has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Appendix A, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects in particular, Agency shall be responsible for determining the applicable laws and regulations and ensuring compliance therewith.

Agency shall be responsible for implementation of the Program in compliance with any applicable federal and state laws, including procurement and bid laws, and regulations and in adherence with the Louisiana Public Works Act.

4. Cooperation with HUD and the OCD

Agency hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Agency agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the activities under this Agreement, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, Agency shall be responsible for remitting these funds to the OCD. Failure to complete the Program described in the Statement of Work may constitute a basis for disallowance of costs.

F. Monitoring Plan

The contract monitor for the OCD on this Agreement is the Executive Director of the OCD, or his designee. The performance measures for this Agreement shall include the successful performance and completion of Agency's obligations as provided in this Agreement and any attachments. Agency shall submit to the OCD, on a schedule and dates to be provided by the OCD, a report of project progress and beneficiary data in a format to be provided by the OCD. Agency shall also comply with the provisions of 24 CFR 85.40 with regard to the monitoring and reporting of program performance and shall be responsible for providing the OCD with any additional project progress and beneficiary data as required by federal and state law.

Reporting requirements may require Agency to obtain data from third parties (i.e. persons that receive program funds or other beneficiaries of the Housing Programs, including but not limited to sub-recipients, borrowers, tenants, operators, and users). It shall be the Agency's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

This Agreement shall begin on November 1, 2012 and shall end on December 31, 2023, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if Agency materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Agency to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Agency of reports to the OCD, HUD, or either of their auditors, that are incorrect or incomplete in any material respect, provided Agency is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Agency otherwise fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Agency violates any of the terms, covenants, agreements, or stipulations of this Agreement, the OCD shall have the right to terminate this Agreement by giving written notice to Agency of such termination and specifying the effective date thereof, which shall be at least thirty (30) days prior to the effective date of termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Agency. Upon receipt of notice, Agency shall, unless the notice directs otherwise, immediately discontinue the

work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

Agency may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to OCD. Such written notification shall set forth the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, if the OCD determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the OCD may terminate the award in its entirety under either the Termination/Suspension for Cause provision of this Agreement or under this provision.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Agency shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Agency's obligations governing the use of CDBG funds under this Agreement and/or cease any of Agency's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to: (1) the duty to maintain and provide access to records; (2) the duty to monitor and report on the use of any funds expended or awarded to the Agency in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with the terms of grants or loans issued by Agency under this Agreement; and (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Agency shall be entitled to payment on invoices submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

IV. ADMINISTRATIVE REQUIREMENTS

A. Taxes

Agency shall be responsible for payment of all applicable taxes from the funds to be received under this Agreement. Agency's federal tax identification number is 45-4619102, DUNS Number 078424917.

B. State Furnished Resources

The OCD shall appoint an OCD Program Manager for this Agreement who will provide oversight of the activities conducted hereunder. Notwithstanding Agency's responsibility for management during the performance of this Agreement, the assigned OCD Program Manager shall be the principal point of contact on behalf of the OCD and will be the principal point of contact for Agency concerning Agency's performance under this Agreement.

C. Audits and Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, 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 Agency and/or its sub-contractors 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 Agency or sub-contractor, as appropriate, with reasonable advance notice. Agency and its sub-contractors 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 Agency or sub-contractor, as appropriate.

Failure of Agency and/or its sub-contractors 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.

Agency and its sub-contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Agency and its sub-contractor's audits, OMB Circulars A-133 and A-128, and 24 CFR 85.26.

A quasi public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

D. 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 Agency in order to carry out this Agreement, or which become available to Agency in carrying out this Agreement, shall be protected by Agency 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 shall be provided by OCD. If the methods and procedures employed by Agency for the protection of Agency's data and information are deemed by the OCD to be adequate for the protection of the 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. Agency 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 Agency's possession, is independently developed by Agency outside the scope of the contract, or is rightfully obtained from third parties outside of the conditions described below.

Under no circumstance shall Agency discuss and/or release information concerning this project without prior express written approval of the OCD.

E. General Requirements for Administrative Activities

Any administrative activities conducted by Agency under this Agreement shall be conducted in compliance with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a).

F. Financial Management

Agency shall comply with, and require all of its sub-contractors to comply with, 48 CFR §31 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Agency shall administer its program in conformance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Agency shall be responsible for having all sub-contractors and project sponsors administer their programs in conformance with OMB Circular A-87.

G. Documentation and Record-Keeping

1. Records to be Maintained

Agency shall maintain all records required by 24 CFR 570.506 for five years following close out of this Agreement, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a.** Records providing a full description of each activity taken;
- 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 services;
- d.** Records required to document the acquisition, improvement, use or disposition of 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(a)(15);
- g.** Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h.** Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

2. Retention of Records

Agency 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.

3. Access to Records

The OCD, the Division of Administration (“DOA”), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Agency which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Agency shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

4. Close-outs

Agency's obligation under this Agreement shall not end until all close-out requirements for the Housing Programs, as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that Agency has control over CDBG funds, including program income.

H. Procurement

Agency shall comply with the current OCD policy and the requirements of 24 CFR 85.36 and Public Law 110-329 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by the Agency.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

Agency and all of Agency's sub-contractors shall comply with all applicable federal, state and local laws and all applicable Office of Management and Budget Circulars.

Agency agrees to conduct all of its activities in compliance with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Agency does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Agency does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Agency also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Agency shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

- 1.** Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);

2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. 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 (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502;
6. Certification by Agency that it and its contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24

B. Discrimination and Compliance Provisions

Agency and its contractors 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; and 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.

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

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

C. Covenant Against Contingent Fees and Conflicts of Interest

Agency 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 Agency, or agents, consultant, member of the governing body of Agency 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 Program or in any activity or benefit, which is part of this Agreement.

Agency shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. Agency 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.

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

The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Agency agrees to send to each labor organization or representative of workers with which has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Agency agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Agency will not subcontract with any subcontractor where Agency has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Agency will certify that any vacant employment positions, including training positions, that are filled (1) after Agency 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 Agency's obligations under 24 CFR part 135. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E. 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 1974 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

F. Drug-Free Workplace Requirement

Agency hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21. Further, in any contracts executed by and between Agency and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

G. Program Income

1. Recording Program Income

Agency shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD.

H. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

- 1.** Agency shall transfer to the OCD any Grant Funds provided under this Agreement on hand and any accounts receivable attributable to the use of Grant Funds under this Agreement at the time of expiration, cancellation, or termination.
- 2.** Immovable property under Agency'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 set forth in 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period as the OCD deems appropriate). If Agency fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Agency shall pay to the OCD an

amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period as the OCD deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds received under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Agency for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Agency after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Agency is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Agency shall obtain written consent via authentic act from the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Agency to a third party, Agency shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

VI. GENERAL CONDITIONS

A. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Agency shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as Agency is an independent contractor.

B. Indemnification and Limitation of Liability

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 upon performance of their respective duties under this Agreement.

Agency shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the OCD from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Agency, its agents, employees, partners or subcontractors, without limitation; provided, however, that Agency shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the OCD.

If applicable, Agency will indemnify, defend and hold the OCD harmless, without limitation, from and against any and all damages, expenses, including reasonable attorneys fees, claims, judgments, liabilities and costs which may be finally assessed against the OCD in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the OCD shall give the Agency:

- (i) Prompt written notice of any action, claim or threat of infringement suit, or other suit;
- (ii) The opportunity to take over, settle or defend such action, claim or suit at Agency's sole expense; and
- (iii) Assistance in the defense of any such action at the expense of Agency.

Where a dispute or claim arises relative to a real or anticipated infringement, the OCD may require Agency, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration may require.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reasons or if Agency believes that it may be enjoined, Agency shall have the right, at its own expense and sole discretion to take action in the following order of precedence:

- (i) To procure for the OCD the right to continue using such item(s) or part(s) thereof, as applicable;
- (ii) To modify the component so that it becomes non-infringing equipment of at least equal quality and performance;
- (iii) To replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance; or
- (iv) If none of the foregoing is commercially reasonable, then provide monetary compensation to the OCD up to the dollar amount of this Agreement.

For all other claims against Agency where liability is not otherwise set forth in this Agreement as being “without limitation,” and regardless of the basis on which the claim is made, Agency’s liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Agreement, or two (2) times the charges rendered by Agency under this Agreement. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless Agency is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, loss revenue or lost institutional operating savings.

The OCD may, in addition to other remedies available to them at law or equity and upon notice to Agency, retain such monies from amounts due Agency, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

To the extent that Agency is permitted to and utilizes the services of any third parties in performance of Agency’s duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Agency and the OCD harmless and defend and indemnify Agency and the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor and/or subcontractor’s performance or nonperformance of the services.

C. Insurance

The Agency shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

Unless expressly waived in writing by OCD, the Agency shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to OCD, covering all employees in an amount equal to cash advances from the OCD.

D. OCD Recognition

Agency shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

E. Amendments

The OCD or Agency may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of Contractual Review and/or the Louisiana Commissioner of Administration. Such amendments shall not invalidate this Agreement, nor relieve or release the OCD or Agency from its obligations under this Agreement.

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 Agency 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

F. 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.

G. 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.

H. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. 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.

I. 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. 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 who (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.

J. Applicable Law, Venue and Controversies

Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1524-1526.

Exclusive venue and jurisdiction for any action brought with regard to this Agreement shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. This Agreement shall be governed by and construed in accordance with the laws of Louisiana.

K. 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 personally liable 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.

L. 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.

M. Contract Approvals

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

N. 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:

State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-342-0002

To Agency:

Louisiana Housing Corporation
Executive Director
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808

O. Substitution of Key Personnel

The Agency's personnel assigned to this Agreement may not be replaced without the written consent of the OCD. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any personnel of Agency becomes unavailable due to the resignation, illness, or

other factors, excluding assignment to a project outside of this Agreement, outside of the Agency's reasonable control, as the case may be, the Agency shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

P. Fund Use

Agency 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 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.

Agency and all of its sub-contractors 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 or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Agency and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Q. Subcontractors

Agency may, with prior written permission from the OCD, enter into subcontracts with third parties for the performance of any part of Agency's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Agency to the OCD for any breach in the performance of Agency's or any subcontractor's duties.

R. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract 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 application of either Party the contract shall forthwith be amended to make such insertion or correction.

S. Prohibited Activity

Agency is prohibited from using, and shall be responsible for its sub-contractors 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. Agency will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

T. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Agency for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Agency, 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 Agency to the OCD at termination or expiration of this Agreement. Cost incurred by Agency to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Agency prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Agency.

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

U. Public Communications

OCD and Agency shall coordinate all public communications regarding the Program and Agency's activities funded under this Agreement.

V. Safety

Agency 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 his 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 1926, shall be observed and Agency shall take or cause to be taken such additional safety and health measures as Agency may determine to be reasonably necessary.

W. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

Balance of this page left blank intentionally.

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date set forth above.

**STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION, OFFICE OF
COMMUNITY DEVELOPMENT**

Name:_____

Title:_____

Date:_____

LOUISIANA HOUSING CORPORATION

Name:_____

Title:_____

Date:_____

APPENDIX A

AGENCY STATEMENT OF ASSURANCES

The Agency hereby assures and certifies that:

1. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program.
2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Agency to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Agency approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (**42 U.S.C.A. §4331, et seq.**) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Agency and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Agency’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A-122 (Cost Principles for Non-Profit Organizations); 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and 24 CFR Part 84 (Uniform Administrative Requirements For Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.

8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Agency to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Agency will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
 - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Agency receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Agency, this assurance shall obligate the Agency, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - b. Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (**42 U.S.C.A. §3601, et seq.**), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
 - d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in

housing and non-discrimination in the sale or rental of housing built with federal assistance.

- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed by Agency is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Agency agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. Agency also certifies that they are under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

Agency agrees to send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Agency agrees to include this section 3 clause in every subrecipient agreement and contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of such contract or in this section 3 clause, upon a finding that the subrecipient or contractor is in violation of the regulations in 24 CFR part 135. Agency will not contract with any subrecipient or contractor where the Agency has notice or knowledge that the subrecipient or contractor has been found in violation of the regulations in 24 CFR part 135.

The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the Agency is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Agency's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
 - d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

- e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Agency's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and

- b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- 19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
- 20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- 21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
- 22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).
- 23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
- 24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
- 25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
- 26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of

maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
 - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:

- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
- b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Agency agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Agency funds to correct deficiencies.

LOUISIANA HOUSING CORPORATION

By: _____

Title: _____

This ____ day of _____, 20____.

OCD/DRU Housing Programs to LHC---EXHIBIT A

KATRINA/RITA LHC PROGRAMS

PROGRAM DESCRIPTION

SMALL RENTAL PROPERTY PROGRAM

Provides incentives and construction assistance to owners of small scale rental properties to help restore damaged units and offer them at an affordable rental level to income eligible tenants.

LOW INCOME HOUSING TAX CREDIT 'PIGGYBACK' PROGRAM

Provides low-interest gap financing loans to developers to create mixed income/affordable multi-unit rental housing by leveraging CDBG funds with low income housing tax credits, public funding, and financed debt.

SUPPORTIVE HOUSING SERVICES

Provides an array of services to assist individuals with long-term disabilities to transition to permanent supportive housing and in maintaining long-term tenancies.

SOFT SECONDS PROGRAM

Designed to help low-to moderate income individuals who are purchasing a home by providing mortgage assistance.

FIRST TIME HOMEBUYER PILOT PROGRAM

Provide financial assist to individuals buying their first single family home or owner occupied duplex.

NON-PROFIT REBUILDING PILOT PROJECT (NRPP) & NRPP POPULATION II

Provides assistance to homeowners to meet the gap in rebuilding their storm or flood-damaged homes, through use of non profit rebuilding organizations.

HOMELESSNESS SUPPORTS & HOUSING

Provides funds for the restoration and expansion of homelessness housing capacity and shelter repair in the hurricane-impacted areas.

HOUSING DEVELOPMENT LOAN FUND PROGRAM/LAND ASSEMBLY OPERATIONS

Provides capital to establish one or more loan funds for predevelopment or construction financing to developers of the most critically needed housing.

PLAQUEMINES PARISH REHABILITATION (NON PROFIT REBUILD)

Provides assistance to homeowners to meet the gap in rebuilding their storm or flood-damaged homes, through use of non profit rebuilding organizations in Plaquemines Parish.

GUSTAV/IKE LHC PROGRAMS**PARISH ALLOCATION PROGRAMS, INCLUDING:**

HOMEOWNER REHABILITATION
HOMEOWNER FINANCING
HOMEOWNER COMPENSATION/INCENTIVE
RENTAL REHABILITATION
HOMELESSNESS PREVENTION
NEIGHBORHOOD REDEVELOPMENT

PROGRAM DESCRIPTION

Funds provided in CEAs to the parishes to accomplish parish housing recovery priorities. Specific parishes have allocated funds to the eligible housing programs, under general guidelines developed by OCD. These programs include:

STATE AFFORDABLE RENTAL PROGRAM

Provides funds to restore and create affordable rental housing for LMI individuals.

PARISH AFFORDABLE RENTAL (5 Parishes)

Provides funds to the five most impacted parishes to support affordable rental housing options.

PIGGYBACK" PROGRAM

Provides low-interest gap financing to developers to create mixed income/affordable multi-unit rental housing by leveraging CDBG funds with low income housing tax credits, public funding, and financed debt.

PUBLIC/SUPPORTIVE HOUSING

Provides funding to LA Public Housing Authorities to cover insurance deductibles due to property damages as a result of the storms.

NON-PROFIT HOMEOWNER REHAB

Designed to provide assistance to hurricane-impacted homeowners, through working with non-profit rebuilding agencies.

LOUISIANA HOUSING CORPORATION

The following resolution was offered by _____ and seconded by _____:

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (the “Corporation”) to enter into a Cooperative Endeavor Agreement (“CEA”) with the State of Louisiana Office of Community Development Disaster Recovery Unit (“OCD-DRU”) for the Implementing Grant under the Community Development Block Grant Disaster Recovery Program; and providing for other matters in connection therewith.

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, in the aftermath of Hurricanes Katrina, Rita, Gustav and Ike, the United States Congress, through Public Laws 109-148, 109-234 and 110-329, appropriated funds to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program for use through the State of Louisiana for disaster recovery; and

WHEREAS, the State of Louisiana Office of Community Development Disaster Recovery Unit (“OCD-DRU”), on behalf of the State of Louisiana, administers the State’s CDBG disaster recovery program (the “CDBG Disaster Recovery Program”), which is subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

WHEREAS, pursuant to Louisiana Revised Statute Section 40:600.86 et. seq., the Louisiana Housing Corporation (the “Corporation”) is a public body corporate and politic of the State of Louisiana specifically charged with, pursuant to Louisiana Revised Statute Section 40:600.91(A)(26)(a), assuming administration and management of disaster recovery programs funded by the Department of Housing and Urban Development Community Development Block Grants and the Supplemental Appropriation Act of 2008 (P.L. 110-252) as designated by the commissioner of administration; and

WHEREAS, OCD-DRU and the Corporation have determined that entering into a CEA for the transfer of the administration of the disaster recovery programs from OCD-DRU to the Corporation will serve the public purpose of ensuring the expeditious and effective recovery of Louisiana as part of the CDBG Disaster Recovery Program.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Louisiana Housing Corporation (“Board”), acting as the governing authority of said Corporation, that:

SECTION 1. The Corporation is hereby authorized to enter into a CEA with OCD-DRU for the Implementing Grant under the Community Development Block Grant Disaster Recovery Program.

SECTION 2. The Corporation’s staff and counsel are authorized, empowered and directed to create, change, amend, and revise any existing documents and/or commitments to implement the CEA with OCD-DRU.

SECTION 3. The Chairman, Vice Chairman, Executive Director, and/or Secretary of the Agency be hereby authorized, empowered, and directed to execute any such documents and agreements as may be necessary to implement the CEA with OCD-DRU.

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

YEAS:

ABSTAIN:

NAYS:

ABSENT

And the resolution was declared and adopted on this, the 12th day of December 2012.

Chairman

Secretary

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

I, the undersigned Secretary of the Board of Commissioners of the Louisiana Housing Corporation, do hereby certify that the foregoing two (2) pages constitutes a true and correct copy of a resolution adopted by said Board of Commissioners on December 12, 2012 providing approval of a resolution entitled “A resolution authorizing the Louisiana Housing Corporation (the “Corporation”) to enter into a Cooperative Endeavor Agreement (“CEA”) with the State of Louisiana Office of Community Development Disaster Recovery Unit (“OCD-DRU”) for the Implementing Grant under the Community Development Block Grant Disaster Recovery Program; and providing for other matters in connection therewith.”

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Corporation on this, the 12th day of December, 2012.

Secretary