



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

**SUBRECIPIENT & COOPERATIVE ENDEAVOR AGREEMENT FOR IMPLEMENTING
ST JOHN THE BAPTIST'S HURRICANE ISAAC COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) DISASTER RECOVERY/ECONOMIC DEVELOPMENT
SMALL BUSINESS GRANTS AND LOANS PROGRAM
ADDENDUM No. 1**

Be it known, that on this 19th day of December 2017, St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") hereby amends its contract with South Central Planning & Development Commission, Inc., (hereinafter sometimes referred to as "**Subrecipient**") dated July 28, 2015.

I. SCOPE OF AGREEMENT (Page 2 & 3)

Update grant award amount to \$1,525,672

II. THE BUDGET (Page 5)

Replace budget table in the agreement with budget below:

**St John the Baptist Hurricane Isaac
Small Business Grant and Loan Program**

18 - Awards/Awardees

Name	Total Budget
Advanced Marketing	\$ 100,000
A Cut Above of LaPlace	\$ 12,367
Ann Harvey & Associates	\$ 30,722
Cajun Lodging, LLC	\$ 100,000
Chatmon Construction	\$ 100,000
Cutter's Town	\$ 10,244
Fred DeFrancesch, MD	\$ 100,000
Down Home Creole Cookin	\$ 26,529
Duck Ice	\$ 100,000
E&L Construction LLC.	\$ 29,808
GTS. Inc.	\$ 24,763
Lefthand Kreationz, LLC	\$ 53,704

J.E.S. Construction	\$	91,805	
New Wine Christian Fellowship	\$	75,000	
Patela Construction, Inc.	\$	100,000	
NAME	TOTAL BUDGET		
SRR Contractors/Shenell's Trucking	\$	37,592	
Triche Construction	\$	48,630	
Tyrone's Detailing/Towing	\$	98,036	
Total Hard Costs - Loans		\$1,139,200	75%
Personnel Services - Salaries & Benefits (SCP)		\$263,870	17%
Direct Expenses - Supplies/Travel/Etc (SCP)		\$27,472	2%
Professional/Contractual (SCP)		\$16,926	1%
Marketing/Outreach/PM (E.M.E & Royal)		\$78,204	5%
Total Soft Costs		\$386,472	25%
Program Total		\$1,525,672	100%

All other terms and conditions not addressed herein shall remain as stated in the July 28, 2015 contract.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this 19th day of December, 2017

WITNESS :

Rubene Joombs

ST. JOHN THE BAPTIST PARISH

By: *Natalie Robottom*
Natalie Robottom

Title: Parish President

WITNESS :

Julie C

SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION, INC

By: *Louis Polard*

Title: CHEIF EXECUTIVE OFFICER

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

SOUTH CENTRAL PLANNING &
DEVELOPMENT COMMISSION, INC.
SUBRECIPIENT &
COOPERATIVE ENDEAVOR
AGREEMENT

IMPLEMENTING
ST JOHN THE BAPTIST'S HURRICANE ISAAC
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY/ECONOMIC DEVELOPMENT
SMALL BUSINESS GRANT AND LOAN PROGRAM

This Cooperative Endeavor Agreement ("Agreement") is entered into by and between the SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION, INC ("Subrecipient") and ST. JOHN THE BAPTIST PARISH ("STJBP"), each represented herein by their undersigned duly authorized representatives. Subrecipient and the STJBP may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

PREAMBLE

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 Hurricane Isaac, the United States Congress, through Public Law 113-2 and 78 FR 103, 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, Administrator agrees to provide services and assistance described in this sub-

recipient agreement, to implement St John the Baptist Parish's CDBG Disaster Recovery Program through the Small Business Program for damages suffered as a result of Hurricanes Isaac; and

WHEREAS, Hurricane Isaac caused significant damage to the Parish and, based on damage estimates, the Parish is one of the most heavily impacted parishes of the State; and

WHEREAS, on August 30, 2013, the State submitted to HUD Louisiana's Initial Action Plan for the Utilization of CDBG Funds in Response to Hurricane Isaac (the "Action Plan"). The Action Plan obligates funds for administrative costs to cover initial planning for the use of CDBG funds by the Parish. Partial Actions Plans will be submitted by the State to HUD detailing request(s) for further project funding; and

WHEREAS, the OCD, on behalf of the State of Louisiana (the "State"), has allocated CDBG funds through Cooperative Endeavor Agreement ("CEA") CFDA# 14.228. This subrecipient agreement is subject to the terms and conditions of the CEA and any further amendments; and

WHEREAS, Administrator agrees to provide services and assistance described in this subrecipient agreement, to implement St John the Baptist Parish's CDBG Disaster Recovery Program through the Small Business Program for damages suffered as a result of Hurricanes Isaac; and

WHEREAS, the public purpose to be derived from this Agreement is the expeditious and effective recovery of the Parish as a part of the CDBG Disaster Recovery Program through the Hurricane Isaac Parish Implemented Program; and

WHEREAS, the actions of the STJBP and Subrecipient 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. Grant Award

Subject to the terms and conditions of this Agreement, the STJBP, as grantee of the CDBG Disaster Recovery Programs, shall make available to Subrecipient disaster recovery funds up to the maximum amount of Four Million, Two Hundred Thirty Thousand Seven Hundred

Sixty Four Dollars (\$4,230,764.00) (the "Funds") for the purpose of funding Subrecipient's activities under the Small Business Grant and Loan Program ("SBLP") for the purpose of funding grant/loan proceeds and Subrecipient's administrative activities. The funds mentioned above are subject to obligation between the State and HUD through action plans.

B. Implementation of Agreement

Subrecipient's rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.500(c) and 24 CFR 570.503. Subrecipient is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the STJBP and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the STJBP's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurance (attached hereto as Appendix A) executed by Subrecipient and made a part hereof. The STJBP's providing of Funds under this Agreement is specifically conditioned on Subrecipient's compliance with this provision and all program and CDBG regulations, guidelines and standards together with VI. Applicable Rules, Statutes, Waivers, and Alternative Requirements published in the Federal Register Docket No. FR - 5696-N-01/Vol. 78 No. 43/Tuesday, March 5, 2013.

C. Goals and Objectives

The activities funded by this Agreement are expected to assist in the execution of the Programs, which is designed to encourage private and philanthropic investment, diversify the economy, and extend opportunities to community-based start-up and early stage and innovative businesses.

D. The Program

1. Statement of Work

Subrecipient shall use the Funds to provide grant and loans to small businesses and entrepreneurs eligible under the Program. Subrecipient's activities under this Agreement shall include, but are not limited to:

1. developing loan underwriting criteria and processes, loan documents, due diligence, anti-fraud protocols, project applications and collection processes and policies, which will be submitted to the STJBP for approval, prior to the processing of any loans;
2. soliciting loan applications from applicants that satisfy the eligibility requirements of the Program, as determined by the STJBP;
3. making an eligibility and approval determination of each applicant for the Program, in accordance with the guidelines and policies of the Program, as determined by the STJBP, and making awards to

approved applicants ("Awardees");

4. referring and/or recommending that an awardee needs technical assistance in advance or as a condition of receiving their Award;
5. processing of grant & loan files in accordance with the criteria, processes and protocols mentioned above and approved by the STJBP;
6. executing formal loan closings with each Awardee in accordance with the guidelines and policies of the Program and the criteria, processes and protocols mentioned above, as determined by the STJBP;
7. informing and educating each Awardee regarding CDBG regulations applicable to the receipt of CDBG loan funds;
8. building and maintaining files on each Awardee for the Program;
9. auditing loan information data entry to insure accuracy;
10. monitoring all Awardees under the Programs to insure that the funds are being used as specified in the grant/loan agreements;
11. enforcing loan obligations, including receiving and collecting repayment of any loan funds in accordance with collection processes and policies approved by the STJBP.
12. Assisting Parish with outreach efforts.

If the use of loan funds trigger the need for a HUD Environmental Review Record ("ERR"), or if otherwise required by the STJBP, Subrecipient shall obtain and submit to the STJBP a HUD Environmental Review Record ("ERR") completed by an environmental consultant in accordance with 24 CFR Part 58.

If Subrecipient has not completed significant work on the Program, as determined by the STJBP, within two years of the Effective Date of this Agreement, at the STJBP's sole discretion, the Funds may be reduced by all or a portion of the funds available to Subrecipient under this Agreement. The STJBP may require this Agreement to be amended to reflect the redirection of Subrecipient's funds.

The Program shall be conducted by Subrecipient in accordance with the regulations and limitations of the Small Business Grant and Loan program, as defined by all current, pending and future applicable Action Plan documents

2. LMI Expenditures

Subrecipient shall spend at least 50% of all project and project delivery expenditures of the Grant Funds to benefit the low and moderate income population "LMI", as that term

is defined by HUD. Subrecipient shall comply with all reporting requirements of OCD designed to verify LMI expenditures.

3. The Budget(s)

The "Budget" for the Small Business Loan Program shall be as follows:

Small Business Loan Activity/Item(s)	Amount
Salaries & Benefits -- Related to criteria/policy development, intake, procurement, project management, underwriting, eligibility/guidelines, document preparation and closing of original disbursal.	\$270,925 – 6.25%
Direct Expenses – Supplies, Travel, Filing (legal), loan management software, and Equipment Costs of original disbursal	\$75,401 – 1.75%
Professional/Contractual – as related to Environmental Reviews, Categorical Exclusions, Davis Bacon of original disbursal and office space in St John	\$32,511 - 0.75%
Loan Funds – Original "Recovery" disbursal	\$3,851,928 – 88.8%
Outreach, Marketing and Technical Assistance	\$ 104,035 – 2.4%
Programmatic Total	\$4,334,800

The Parties 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 exceed the total allocation of the Grant Funds under the Agreement.

4. Eligible Expenses

Subrecipient shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the current and future applicable Action Plan and Action Plan Amendment(s) that are recovery-related, and are otherwise /in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the STJBP in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the STJBP, including but not limited to those within 24 CFR 570.482.

5. Citizen Participation Requirements

Subrecipient shall comply with all HUD and STJBP citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s)

6. Building Code Standards

Subrecipient shall ensure compliance with the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

7. Mitigation Plan

Subrecipient is responsible for ensuring that the Program and all projects implemented therein considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

8. Assurances

Subrecipient shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations. It shall be Subrecipient's responsibility to require that all of its sub-contractors, Awardees, borrowers, 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, Subrecipient 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, Subrecipient is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

Subrecipient 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.

9. Cooperation with HUD and the STJBP

Subrecipient 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 STJBP'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. Subrecipient agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the STJBP regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the STJBP 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, the Subrecipient shall be responsible for remitting these funds to the STJBP. Failure to complete the Program described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for the STJBP on this Agreement is the STJBP designee. The performance measures for this Agreement shall include the successful performance and completion of Subrecipient's obligations as provided in this Agreement and any attachments, as well as all Guidelines for the Program. Subrecipient shall submit to the STJBP, on a schedule and dates to be provided by the STJBP, a report of project progress and beneficiary data in a format to be provided by the STJBP. Reporting requirements may require Subrecipient to obtain data from third parties (i.e. persons that receive grant funds or other beneficiaries of the program(s), including sub recipients, Awardees, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Subrecipient's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

F. Duplication of Benefits

In the event that alternate sources are or become available to Subrecipient for funding which the STJBP is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Subrecipient agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the STJBP for the funding under this Agreement.

If funding from alternate sources becomes available to Subrecipient which the STJBP agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Subrecipient may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

- A.** Subrecipient shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the STJBP designee.

Payment to Subrecipient will be made on a cost reimbursement basis for actual services rendered under the Program. Subrecipient may be required by the STJBP to submit with each draw request documentation regarding

each service and Awardee for which reimbursement is being sought.

Following review and approval of the draw requests by the STJBP designee, approved draw requests shall be submitted to the STJBP Financial Manager, or his designee, for approval of payment. Draw requests not approved by the respective designee, shall not be paid, but returned to Subrecipient for further processing.

- B. Upon approval of payment by the STJBP as provided for above, payment of Eligible Expenses shall be provided to Subrecipient via electronic funds transfer.
- C. Indirect costs are not reimbursable under this Agreement. Eligible travel expenses incurred under this Agreement shall be paid in accordance with PPM 49 (Louisiana State Travel Guide).
- D. In the event of non-compliance with this Agreement, the STJBP may withhold payment to the Subrecipient until the STJBP deems the Subrecipient has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on other funds payable under this Agreement.
- E. A penalty of \$100 per day for each business day a required deliverable exceeds an agreed upon completion date will be assessed against accounts payable to the subrecipient under this agreement.

Deliverable milestones shall include:

- Provide a copy of a proposed intake schedule within 30 days of approval of sub-Recipient Agreement
- Provide a List of applicants including requested amounts within 30 days of the end of the initial intake period
- Beginning after the above list of all applicants is provided, prepare a bi-weekly schedule of these applications separating and quantifying possible award totals for 1) Proposed/Eligible Applicants, 2) In-Eligible Applicants 3) Applications that are not yet complete and 4) Applications that are in review.
- Prior to the end of the intake period, Prepare a schedule of Administrative Board meetings and Sub-Committee Meetings for the review of files
- Prepare a list of Approved and Conditionally Approved Applications within 7 days of said meetings for parish review.
- Submit copies of closed award documents on a weekly basis to parish.

- Subrecipient must submit invoices to the Parish in a timely manner with a schedule agreed upon.
- Other deliverables and completion dates as determined and agreed upon.

The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Parish and the Consultant, up to a maximum of \$10,000 in penalties-The Consultant shall not be assessed a penalty for delays due to circumstances not subject to its control.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

This Agreement shall begin on July 28, 2015 and shall end on or the earlier of February 1, 2024 or the date that loans made by Subrecipient with the Loan Funds and Grant/Loan Funds have been repaid or charged off by Subrecipient in conformance with collection policies and procedures approved by the STJBP, unless otherwise terminated prior to such time in accordance with the terms and conditions of this Agreement.

B. Termination/Suspension for Cause

The STJBP may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Subrecipient 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 Subrecipient to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Subrecipient of reports to the STJBP, HUD, or either of their auditors, that are incorrect or incomplete in any material respect, provided Subrecipient 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, Subrecipient shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the STJBP shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The STJBP may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Subrecipient. Subrecipient shall be entitled to payment on requests 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.

D. Termination Due to Unavailable Funding

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

IV. ADMINISTRATIVE REQUIREMENTS

A. Taxes

Subrecipient shall be responsible for payment of all applicable taxes from the funds to be received under this Agreement. Subrecipient's federal tax identification number is 72-0721574

B. General Administrative Requirements

Subrecipient shall comply with 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(b), as appropriate.

C. Financial Management

Subrecipient shall comply with 24 CFR 84.21, et seq, for non-profit organizations. Subrecipient also agrees to adhere to the accounting principles

and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Subrecipient shall administer its program in conformance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments" or OMB Circular A-21, "Cost Principles for Educational Institutions," as appropriate. These principles shall be applied for all costs incurred.

D. Documentation and Record-Keeping

1. Records to be Maintained

Subrecipient 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 STJBP 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

Subrecipient 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 STJBP, 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 Subrecipient which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Subrecipient 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

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

5. Audits & Inspections

It is hereby agreed that the STJBP, 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 Subrecipient and/or its contractors and sub-recipients 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 Subrecipient, contractor or sub-recipient, as appropriate, with reasonable advance notice. Subrecipient and its contractors and sub-recipients 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 Subrecipient, contractor and/or sub-recipient, as appropriate.

Failure of Subrecipient and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the STJBP's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Subrecipient and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Subrecipient and its contractor's audits, OMB Circulars A-133 and A-128, and 24 CFR 85.26.

E. Procurement

Subrecipient shall comply with 24 CFR 84.40 – 84.48 and Public Law II 0-329 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by the Subrecipient.

V. HUD/CDBG COMPLIANCE

PROVISIONS

A. General Compliance

Subrecipient agrees to comply 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) Subrecipient does not assume the STJBP's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the STJBP's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient 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.

Subrecipient shall comply with and shall be responsible for ensuring 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 (Public Law 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502;
6. Certification by Subrecipient's 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 124; and

7. Compliance by Subrecipient's contractors with mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan issued in Compliance with the Energy Policy and Conservation Act.

B. Discrimination and Compliance Provisions

Subrecipient and its contractors agree to 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.

Subrecipient and its contractors agree not to 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 Subrecipient 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

Subrecipient 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 STJBP 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 Subrecipient, or agents, consultant, member of the governing body of Subrecipient or the locality in which the Project 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.

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

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. 170 (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.

Subrecipient agrees to send to each labor organization or representative of workers with which Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Subrecipient'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.

Subrecipient 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. Subrecipient will not subcontract with any subcontractor where Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after Subrecipient 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 Subrecipient'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. Program Income

The STJBP and Subrecipient acknowledge and agree that the Funds provided by CDBG to STJTB pursuant to this Agreement are in the form of a grant, and that pursuant to 24 CFR 570.489(e)(2)(ii), if funds are generated by activities eligible under section 105(a)(15) of the Act and carried out by the Subrecipient under the authority of section 105(a)(15) of the Act, any income received by the Subrecipient, including principal, interest and fees, resulting from proper use of the Funds pursuant to this Agreement will not be CDBG program income but will instead be classified as "Miscellaneous Receipts."

Miscellaneous Receipts received by Subrecipient resulting from Subrecipient's use of the defederalized Funds pursuant to this Agreement shall be restricted in the manner described herein. During and after the term of this Agreement, any Miscellaneous Receipts received by Subrecipient resulting from Subrecipient's use of the Funds pursuant to this Agreement shall be held in a restricted account and used by Subrecipient exclusively to:

1. make additional community development loans to small businesses or entrepreneurs residing in St John the Baptist Parish;
2. pay Subrecipient's reasonable and eligible administrative costs to make such loans, not to exceed fifteen percent (15%) of Miscellaneous Receipts, calculated on an annual basis;
3. purchase equity investments (as opposed to loans) in start-up small businesses that will be in operation in St John Parish, State of Louisiana, not to exceed twenty percent (20%) of Miscellaneous Receipts, calculated on a quarterly basis, with any subsequent profits to be reinvested in the revolving loan fund.

Subrecipient shall set up and administer this restricted account as a revolving loan fund. Additional community development loans made by Subrecipient under this Agreement with Miscellaneous Receipts shall be subject to the following restrictions:

1. loans must be made pursuant to internal policies and loan criteria of Subrecipient;
2. loan funds may be used for any purpose, except:
 - a. payment of any tax arrearages, governmental fines or penalties
 - b. political, religious or exclusively gaining activity
 - c. buying out of any stockholder or equity holder in a business
 - d. buying out or reimbursing any family member

- e. any activity which is illegal

These obligations with regard to the otherwise defederalized Revolving Loan Fund survive the termination of this Agreement. If Subrecipient does not meet the definition of the provisions of 24 CFR 570.489(e)(2)(ii), any income received by Subrecipient, including principal, interest and fees, resulting from Subrecipient's use of the Funds pursuant to this Agreement will be CDBG program income and Subrecipient shall (1) remit to the State of Louisiana, Office of Community Development - Disaster Recovery unit all program income pursuant to a schedule provided by OCD and if any, (2) submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

F. Use and Reversion of Assets

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

1. Subrecipient shall transfer to the STJBP for submittal to OCD any Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under Subrecipient'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 STJBP deems appropriate). If Subrecipient fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay to the STJBP 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. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period as the STJBP deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Funds 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 Subrecipient for activities under this Agreement shall be (a) transferred to the STJBP for the CDBG program or (b) retained by Subrecipient after compensating the STJBP an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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. Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The STJBP shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subrecipient is an independent contractor.

B. Hold Harmless

Subrecipient shall hold harmless, defend and indemnify the STJBP from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

C. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage to protect contract 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 the STJBP, covering all employees in an amount equal to cash advances from the STJBP.

E. STJBP Recognition

Subrecipient shall insure recognition of the role of the STJBP, the Louisiana Recovery Authority, 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, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The STJBP or Subrecipient 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 STJBP. Such amendments shall not invalidate this Agreement, nor relieve or release the STJBP or Subrecipient from its obligations under this Agreement.

The STJBP may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or

for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both the STJBP and Subrecipient.

G. 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.

H. 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.

I. 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.

J. 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.

K. Applicable Law and Venue

This Agreement shall be governed by in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Fortieth Judicial District Court, Parish of St John the Baptist, LaPlace, State of Louisiana.

L. 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.

M. 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 considered 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.

N. 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.

O. 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.

P. Prohibited Activity

Subrecipient 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. Subrecipient will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

Q. Safety

Subrecipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or injuries, 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 Subrecipient shall take or cause to be taken such additional safety and health measures as Subrecipient may determine to be reasonably necessary.

R. Fund Use

Subrecipient 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.

Subrecipient 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. Subrecipient 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.

S. Subcontractors

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

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 Subrecipient 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 STJBP.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Subrecipient, 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 STJBP, and shall, upon request, be returned by Subrecipient to the STJBP at termination or expiration of this Agreement. Cost incurred by Subrecipient to compile and transfer information for return to the STJBP shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Subrecipient prior to the date of this Agreement or purchased and paid in part with Subrecipients funds not related to this Agreement shall be and remain the property of Subrecipient.

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

U. Drug Free Workplace Compliance

Subrecipient 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, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Subrecipient and any third parties funded using Grant Funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

V. 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 St John the Baptist Parish:

1801 West Airline Hwy
LaPlace, LA 70068

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.

ST JOHN THE BAPTIST PARISH GOVERNMENT

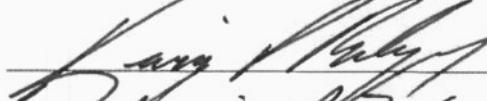


Name: Natalie Robottom

Title: Parish President

Date: July 22, 2015

**SOUTH CENTRAL PLANNING &
DEVELOPMENT COMMISSION, INC**



Name: Kevin P. Belanger

Title: C.E.O

Date: 7/28/15

APPENDIX A

SUBRECIPIENT STATEMENT OF
ASSURANCES

This Applicant/Administrator/Sub recipient 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 Applicant/Administrator/Sub recipient 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 Applicant/Administrator/Sub recipient 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 Applicant/Administrator/Sub recipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Administrator/Sub recipient'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 Applicant/Administrator/Sub recipient 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 Applicant/Administrator/Sub recipient 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 Applicant/Administrator/Sub recipient 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 Applicant/Administrator/Subrecipient, this assurance shall obligate the Applicant/Administrator/Subrecipient, 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 parts 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 Subrecipient 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.

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

Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient'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.

Subrecipient agrees to include this section 3 clause in every sub recipient 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 sub recipient or contractor is in violation of the

regulations in 24 CFR part 135. Subrecipient will not contract with any sub recipient or contractor where the contractor has notice or knowledge that the sub recipient or contractor has been found in violation of the regulations in 24 CFR parts 135.

The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient 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 Subrecipient'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 may 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) (II) 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 Applicant/Subrecipient/Sub recipient'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-l 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 banning 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 §570.611, 24 CFR §85.36 and 24 CFR §84.42.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.2000).
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.

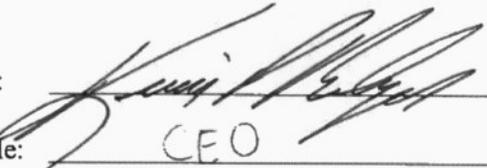
27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 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(±) 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 Applicant/Administrator/Sub recipient 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 Applicant/Administrator/Sub recipient funds to correct deficiencies.

SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION, INC

By: 
Title: CEO

This 28th day of July, 2015