



BOBBY JINDAL  
GOVERNOR

ANGELE DAVIS  
COMMISSIONER OF ADMINISTRATION

**State of Louisiana**  
Division of Administration  
Office of Community Development  
Disaster Recovery Unit

October 20, 2009

Mr. William J. Hubbard  
Parish President  
St. John the Baptist Parish Council  
1801 West Airline Highway  
LaPlace, LA 70068  
Attn: Vince Lucia

**Re: Executed cooperative endeavor agreement #684277 for \$3,837,670.00**

Dear Mr. Hubbard:

Enclosed you will find an approved, executed original of the cooperative endeavor agreement for the above-captioned grantee for your records.

If you have any questions, contact Stacy Bonnaffons, LRA Gustav/Ike Program Manager at 225-342-1700 or via mail at [Stacy.Bonnaffons@la.gov](mailto:Stacy.Bonnaffons@la.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas Brennan".

Thomas Brennan  
Deputy Executive Director

cc: Stacy Bonnaffons, LRA Gustav/Ike Program Manager

Enclosure

original

RECEIVED

CFMS #6842772 2009

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

Louisiana Recovery Authority

**COOPERATIVE ENDEAVOR AGREEMENT**  
**IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK**  
**GRANT DISASTER RECOVERY PROGRAM THROUGH THE**  
**PARISH-IMPLEMENTED RECOVERY PROGRAM**

**ST. JOHN THE BAPTIST PARISH**

This Cooperative Endeavor Agreement ("Agreement"), with an effective date of the 19<sup>th</sup> day of March 2009 (the "Effective Date"), is entered into by and between the PARISH OF ST. JOHN THE BAPTIST ("Grantee"), represented herein by William J. Hubbard, Parish President (title), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT ("OCD"), represented herein by Paul Rainwater, Executive Director of the Office of Community Development. Grantee 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 Gustav and Ike, the United States Congress, through Public Law 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, Grantee is the unit of local government of the state of Louisiana responsible for the rebuilding and recovery of the Parish of St. John the Baptist (the "Parish"). Recovery and rebuilding efforts of Grantee involve efforts to address damage caused by Hurricanes Gustav and Ike; and

WHEREAS, Hurricanes Gustav and Ike caused significant damage to the Parish and based on damage estimates prepared by the Federal Emergency Management Agency and

the United States Small Business Administration, the Parish is one of the most heavily impacted parishes of the State; and

WHEREAS, on March 19, 2009, HUD approved Louisiana's initial Action Plan for the Utilization of CDBG Funds in Response to Hurricanes Gustav and Ike (the "Action Plan"), which proposed using CDBG disaster recovery funds for parish-implemented recovery programs designed to address the needs of the most heavily impacted parishes of the State relating to housing (the "Housing Program"), infrastructure (the "Infrastructure Program") and/or economic recovery and revitalization recovery (the "Economic Development Program") (collectively referred to as the "Parish-Implemented Recovery Program"). Action Plan Amendment Number 1, which has been submitted to HUD and is currently awaiting approval, details the specific framework for the Parish-Implemented Recovery Program; and

WHEREAS, Grantee has applied for, or plans to apply for, assistance from the CDBG Disaster Recovery Program through the Parish-Implemented Recovery Program for damages suffered by the Parish as a result of Hurricanes Gustav and/or Ike; and

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

WHEREAS, the actions of the OCD and Grantee 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 OCD, as administrator of the CDBG Disaster Recovery Program, shall make available to Grantee disaster recovery funds up to the gross amount of three million, eight hundred thirty-seven thousand, six hundred seventy and 00/100 (\$3,837,670.00) Dollars (the "Grant Funds") for the purpose of funding the Parish-Implemented Recovery Program in the Parish (the "Program").

Grantee may elect, in a writing signed by Grantee and the OCD, to direct all or a portion of the Grant Funds to the State for use within the Parish through the "State-Implemented Recovery Program," as defined by the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (available at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>). If Grantee makes such an election, the Grant Funds available to Grantee under this Agreement shall be

reduced by the amount directed to the State for use through the State-Implemented Recovery Program within the Parish. The OCD may require this Agreement to be amended to reflect the redirection of Grantee's Grant Funds from the Parish-Implemented Recovery Program to the State-Implemented Recovery Program.

**B. Implementation of Agreement**

Grantee's rights and obligations under this Agreement are as a grant recipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing the Program 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, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Appendix A) executed by Grantee and made a part hereof. The OCD's providing of Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all program and CDBG regulations, guidelines and standards.

**C. Goals and Objectives**

The activities of the Program are expected to assist Grantee in the execution of the Parish-Implemented Recovery Program within the Parish, which is designed to promote the housing, infrastructure and economic recovery of the Parish with regard to damage caused by Hurricanes Gustav and Ike.

**D. Statement of Work**

**1. The Proposal**

Grantee shall submit to the OCD for approval a Recovery Proposal (the "Proposal") designed to address the housing, infrastructure and/or economic recovery and revitalization needs of the Parish. The Proposal shall be submitted to the OCD on a form provided by the OCD and shall include the percentage of Grant Funds that will be used by the Parish for (1) the Housing Program (2) the Infrastructure Program, (3) the Economic Development Program and (4) for administration and planning. The Proposal must comply with all requirements of the Parish-Implemented Recovery Program as set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (available at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>). The OCD shall make an approval determination of the Proposal pursuant to current OCD program guidelines (hereinafter "OCD policy"), HUD guidelines and regulations, and other applicable state and federal laws and regulations. If the Proposal is approved, the OCD shall provide Grantee with written notice of approval.

The budget for this Agreement shall be determined upon the approval of the Proposal by OCD through proration of the total amount of the Grant Funds as set forth in Section I(A) above according to the percentage allocation to the Housing Program, the Infrastructure Program, the Economic Development Program, and administration and planning, as set forth in the Proposal submitted by Grantee and approved by the OCD. Such approved budget shall be deemed to become a part of this Agreement without the need for amending this Agreement. The parties may thereafter agree in writing signed by both parties to a reallocation of funds between budget categories without the need to amend this Agreement.

The approved Proposal may be amended in a writing signed by both parties.

**2. The Application Process for Individual Projects under the Infrastructure Program**

Upon approval by the OCD of the Proposal, Grantee may submit to the OCD for approval individual infrastructure project applications (individually the "Project Application"). The Project Application shall include a final budget and project schedule. The OCD shall, at its sole discretion, make approval determinations of individual Project Applications pursuant to current OCD policy and CDBG and HUD guidelines and regulations. If a project is approved, the OCD shall provide Grantee with a written notice of approval. No Grant Funds shall be drawn by Grantee under this Agreement for activities under the Infrastructure Program unless approved by the OCD in writing.

**3. The Application Process for Activities under the Housing Program and the Economic Development Program**

Grantee shall comply with the application process as determined by the OCD for activities carried out through the Housing Program and the Economic Development Program. No Grant Funds shall be drawn by Grantee under this Agreement for activities under the Housing Program and Economic Development Program unless approved by the OCD in writing. Grantee shall conduct all activities under the Housing Program and Economic Development Program in compliance with current OCD policy and all applicable HUD and CDBG regulations.

**4. Implementation of the Program**

Upon approval by the OCD of projects and/or activities of Grantee through the Infrastructure Program, Housing Program, and Economic Development Program, the resulting award shall be implemented through this Agreement and subject to the terms and conditions thereof. The project schedule and budget accepted in writing by the OCD for each project and/or activity shall be final and may be changed only with the written consent of the OCD. Compliance and cooperation

by Grantee with the monitoring plan for all projects and/or activities as required by the OCD shall also be deemed a requirement of this Agreement.

**5. Administration and Planning Funding**

Pursuant to the Action Plan and current, pending and future applicable Action Plan Amendments (refer to <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>), Grantee may apply for, through a process determined by the OCD, payment for Eligible Expenses, as defined below, relating to grant administration and planning.

**6. Eligible Expenses**

Grantee 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, 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 Proposal of Grantee 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.

**7. Citizen Participation Requirements**

Grantee shall comply with all HUD and OCD 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) (refer to <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>).

**8. Building Code Standards**

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1<sup>st</sup> Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

**9. Mitigation Plan**

Grantee 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.

**10. Assurances**

Grantee shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations. It shall be Grantee'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, Grantee 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, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the administrator of the recovery efforts of the Parish, bears sole responsibility for implementing such recovery efforts.

Grantee shall be responsible for implementation of infrastructure improvements in compliance with any applicable federal and state procurement and bid laws and regulations and in adherence with the Louisiana Public Works Act.

#### **11. Cooperation with HUD and the OCD**

Grantee 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. Grantee 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 Program, 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, the Grantee shall be responsible for remitting these funds to the OCD.

**E. Contract Monitor/Performance Measures**

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 Grantee's obligations as provided in this Agreement and any attachments. Grantee 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. Reporting requirements may require the Grantee to obtain data from tenants or operators/users of its facility. It shall be the Grantee'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 Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee 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 OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee 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.** Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Deputy Executive Director of the OCD, or his designee, for approval. Following review and approval of the draw requests by the Deputy Executive Director of the OCD, or his designee, approved draw requests shall be submitted to the OCD Financial Manager, or his designee, for approval of payment. Draw requests not approved by the Deputy Executive Director of the OCD or the OCD Financial Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.
- B.** Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.
- C.** Indirect costs are not reimbursable under this Agreement.

- D.** In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until the OCD deems the Grantee has brought the Program within compliance. Noncompliance on one individual project funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

**III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT**

**A. Term of Agreement**

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence on the date hereof and continue in full force and effect until Grantee has completed all requirements of this Agreement in accordance with, and subject to, the terms and provision hereof.

**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 the Grantee 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 Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
- 3.** Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee 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, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee 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 OCD may terminate the Agreement in whole or in part at any time by giving at least ninety (90) days prior written notice to Grantee. Grantee 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 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. Grantee shall be paid for all authorized services properly performed prior to termination.

**IV. ADMINISTRATIVE REQUIREMENTS**

**A. General Administrative Requirements**

Grantee shall comply 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).

**B. Financial Management**

Grantee agrees to comply with 24 CFR 85.20 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Grantee 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.

**C. Documentation and Record-Keeping**

**1. Records to be Maintained**

Grantee shall maintain all records required by 24 CFR 570.506, that 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**

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

Grantee 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**

Grantee'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 Grantee has control over CDBG funds, including program income.

## **5. Audits & 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 Grantee 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 Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee 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 Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee 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 OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, OMB Circulars A-133 and A-128, and 24 CFR 85.26.

### **D. Procurement**

Grantee 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 Grantee.

## **V. HUD/CDBG COMPLIANCE PROVISIONS**

### **A. General Compliance**

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

Grantee agrees that it 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. 276a to 276a-7) 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 Grantee'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 part 24; and

**B. Discrimination**

Grantee 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.

Grantee 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 Grantee 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**

Grantee 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 Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Grantee 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 Grantee's contracts shall be 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 Grantee's contracts shall 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.

**E. Program Income**

**1. Recording Program Income.**

Grantee 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.

**F. 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. Grantee shall transfer to the OCD any Grant 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 Grantee'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 Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee 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. Grantee 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 Grant 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 Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee 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.

## **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. Grantee 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 Grantee is an independent contractor.

### **B. Hold Harmless**

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

### **C. Workers' Compensation**

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

### **D. Insurance & Bonding**

Grantee 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 covering all employees in an amount equal to cash advances from the OCD.

### **E. OCD Recognition**

Grantee shall insure recognition of the role of the OCD, 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, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

### **F. Amendments**

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

The OCD 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 OCD and Grantee.

**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. Counterparts**

This Agreement may be executed in multiple counterparts with each separate counterpart consisting of a valid and binding conveyance. Each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to a single original of this instrument.

**J. 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.

**K. 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.

**L. Applicable Law and Venue**

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

**M. 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.

**N. 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.

**O. Contract Approvals**

Neither party shall be obligated under this Agreement until the approval of this Agreement by the the State of Louisiana Office of Contractual Review.

**P. Notices**

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

**To the OCD:**

Paul Rainwater  
State of Louisiana  
Division of Administration  
Office of Community Development  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Facsimile: 225-342-1947

**To Grantee:**

St. John the Baptist Parish Council  
1801 West Airline Highway  
LaPlace, LA 70068

The Parties have executed and delivered this Agreement between the State of Louisiana, Division of Administration, Office of Community Development and the Parish of St. John the Baptist for the Ike/Gustav CDBG Parish-Implemented Recovery Programs in multiple counterparts on the date set forth next to their respective signatures below, but effective as of the date first above written.

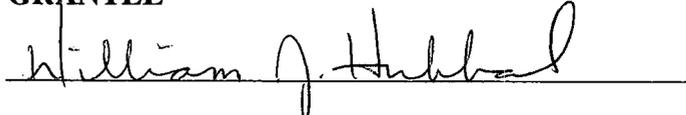
**OFFICE OF COMMUNITY DEVELOPMENT &  
LOUISIANA RECOVERY AUTHORITY**



PAUL RAINWATER, EXECUTIVE DIRECTOR

Date: 7/23/09

**GRANTEE**



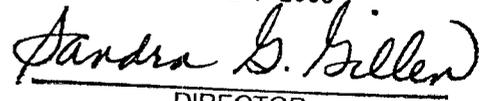
Name: WILLIAM J. HUBBARD

Title: PARISH PRESIDENT

Date: 7-10-09

**APPROVED**  
Office of the Governor  
Office of Contractual Review

SEP 17 2009



DIRECTOR

The Parties have executed and delivered this Agreement between the State of Louisiana, Division of Administration, Office of Community Development and the Parish of St. John the Baptist for the Ike/Gustav CDBG Parish Implemented Recovery Programs in multiple counterparts on the date set forth next to their respective signatures below, but effective as of the date first above written.

**STATE OF LOUISIANA, DIVISION OF  
ADMINISTRATION**

\_\_\_\_\_  
ANGELE DAVIS, COMMISSIONER

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

## APPENDIX A

### GRANTEE STATEMENT OF ASSURANCES

This Applicant/Grantee/Subrecipient 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/Grantee/Subrecipient 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/Grantee/Subrecipient 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/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient'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/Grantee/Subrecipient to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1971 and any other 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/Grantee/Subrecipient 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/Grantee/Subrecipient 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/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/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 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. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u, Section 3) (24 CFR Part 135), as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.
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 Applicant/Grantee/Subrecipient'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 §570.611, 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 §570.200(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.

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:
  - e. 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
  - a. 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/Grantee/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/Grantee/Sub recipient funds to correct deficiencies.

PARISH OF ST. JOHN THE BAPTIST

By: William J. Hubel

Title: Parish President

This 10 day of JULY, 2009.