



JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

February 6, 2019

PARISH COUNCIL

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Chief of Staff

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Parish Clerk
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SUITE 6700
GRETN, LA 70054
(504) 364-2626

Ms. Tamithia Shaw, Director
Dept of Community Development
Yenni Bldg., Suite 605
Jefferson, LA

Dear Ms. Shaw:

Enclosed for your records is a Subrecipient Agreement with New Orleans Education League, for terms, conditions, scope of services and proposed budget, for the Department of Community Development, as authorized by Resolution No. 132958 adopted by the Council on Wednesday, January 16, 2019.

Yours truly,

Eula A. Lopez, Parish Clerk
Jefferson Parish Council

EAL/gI

Enclosure

On motion of **Ms. Lee-Sheng**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 132958

A resolution authorizing the Jefferson Parish and the New Orleans Education League (NOEL), to execute a Subrecipient Agreement setting forth the terms, conditions, scope of services and proposed budget in an amount not to exceed \$20,000.00 for Hurricane Isaac CDBG-DR. (Parishwide)

WHEREAS, on May 29, 2013 HUD issued FR-5696-N-03, notifying Jefferson Parish, Louisiana of an allocation of \$16,453,000.00 from the Disaster Relief Appropriations Act of 2013; and,

WHEREAS, Jefferson Parish will use this funding to address the outstanding needs that resulted from Hurricane Isaac, which struck Louisiana on August 29, 2012; and,

WHEREAS, Jefferson Parish has participated with the State of Louisiana in identifying the unmet need of the Parish in accordance with the methodology outlined in FR-5696-N-01; and,

WHEREAS, Jefferson Parish is fully committed to using the funding through these programs to affirmatively further fair housing and to comply with all applicable federal, state and local regulations; and,

WHEREAS, Jefferson Parish adopted Resolution 121492 on August 28, 2013 approving the Jefferson Parish, Louisiana Community Development Block Grant Disaster Recovery Hurricane Isaac Action Plan; and,

WHEREAS, one of the projects approved in the Action Plan was the Housing Assistance Program (HAP) to make the necessary repairs to homes damaged as a result of Hurricane Isaac; and,

WHEREAS, there is currently an RFP for construction services to ensure proper procurement and monitor the homes in accordance with federal rules and regulations relating to Public Law 113-2; and,

WHEREAS, there is a pilot group that is currently approved for rehabilitation that are in need now of construction management services; and,

WHEREAS, the New Orleans Education League (NOEL) can provide construction management services to the pilot group to ensure proper procurement and monitor the homes in accordance with federal rules and regulations relating to Public Law 113-2; and,

WHEREAS, a funding source has been identified to provide NOEL with funding in an amount not to exceed \$20,000.00 for construction management services relating to the HAP project; and,

WHEREAS, the term of the agreement between Jefferson Parish and NOEL will commence retroactively to the adoption of the resolution and ending September 30, 2019.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Jefferson Parish is authorized to enter into a Subrecipient Agreement with New Orleans Education League (NOEL), to provide services for construction management services in an amount not to exceed \$20,000.00 for Hurricane Isaac CDBG-DR.

SECTION 2. That these services shall commence retroactively to the adoption of the resolution and ending September 30, 2019.

SECTION 3. That the budget for the construction management services in an amount not to exceed \$20,000.00 will be charged to CDBG-DR Budget Account Number 21310-1195-139-7331-13124-501.

SECTION 4. That the Chairperson of the Jefferson Parish Council or in his absence the Vice Chairperson, be and is hereby authorized to execute said Subrecipient Agreement.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 16th day of January, 2019.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

**SUBRECIPIENT AGREEMENT
FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
BETWEEN
JEFFERSON PARISH
AND
NEW ORLEANS EDUCATION LEAGUE (NOEL)**

STATE OF LOUISIANA

PARISH OF JEFFERSON

THIS AGREEMENT, made and entered into on this the 5th day of February, 2019, by and between the Parish of Jefferson, State of Louisiana, acting through that authority granted by the Jefferson Parish Council, and duly authorized to act pursuant to provisions of Resolution No. 132958, adopted the 16th day of January, 2019, hereinafter called the GRANTEE, represented by Christopher L. Roberts, Council Chairperson, and New Orleans Education League (NOEL), hereinafter called the SUBRECIPIENT, represented by John Luther, President.

WHEREAS, the GRANTEE has applied for and received funds from the United States Government under Public Law 113-2; and

WHEREAS, the Grantee wishes to engage the SUBRECIPIENT to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

SECTION 1 - PURPOSE

The Parish of Jefferson, to be represented by the Department of Community Development, hereby contracts with the New Orleans Education League for construction management services.

All activities shall be accomplished in accordance with the certifications Jefferson Parish has given to the Department of Housing and Urban Development in its application for funds used for this specific SUBRECIPIENT Agreement and the regulations contained in 24 CFR 570.

SECTION 2 -SCOPE OF SERVICES TO BE ACCOMPLISHED

A. Activities

The SUBRECIPIENT will be responsible for administering a portion of the CDBG-DR funds for construction management services related to existing damage to housing units as a result of Hurricane Isaac for primary residences that have been deemed eligible.

Program Delivery

The SUBRECIPIENT shall provide construction management services related to existing damage to housing units as a result of Hurricane Isaac for primary residences that have been deemed eligible. Specifically, the SUBRECIPIENT shall provide include but not limited to the following services:

1. The Subrecipient shall issue The Notice To Proceed (NTP) only after the following:
 - a. work write-up is approved by Grantee;
 - b. lowest responsive and responsible bidder is selected and contractor agreement is executed in accordance with Public Law 113-2;
 - c. the subrecipient has obtained a Hold Harmless affidavit from the homeowner which shall include a statement authorizing work to be performed at their property.
2. The Subrecipient shall conduct inspections of all repairs made by selected bidder.

4. The Subrecipient shall ensure that all necessary permits and Parish inspections are obtained as required.
5. The Subrecipient shall prepare and ensure accuracy of all Pay Requests presented to Grantee for payment.
6. Subrecipient shall adhere to all Lead Based Paint Abatement Rules and Regulations as provided by the grantee.
7. Ensure that no work is performed until an environmental review is completed, to include but is not limited to, clearance by the State Historic Preservation Office.

B. GRANTEE'S RESPONSIBILITIES

1. The GRANTEE shall provide income eligibility determination using the standard process used in its disaster recovery housing rehabilitation programs as dictated by Public Law 113-2.
2. The GRANTEE shall conduct a site specific environmental review on each client/address deemed eligible for assistance, if applicable.
3. The GRANTEE may conduct on-site reviews of the actual repairs.
4. The GRANTEE shall retain oversight, review, and approval of any and all forms, documents, agreements, contracts, subcontracts, proposals, processes or procedures developed in whole or part by the Subrecipient prior to use.
5. The GRANTEE shall be responsible for the review and approval of any and all Request(s) for Payment, including the verification of mathematical accuracy of all accounts payable.
6. The GRANTEE shall retain budgetary authority for all transfers, amendments and revisions to approved budgets.
7. The GRANTEE shall be responsible to keep appropriate documentation for the contract period.
8. The GRANTEE shall be responsible for monitoring Lead Renovation Repair and Painting (LLRP) compliance on required projects.
9. Maintain on file the address, council district, race, gender, Female Head of Household, income, etc. of each participant.

General Administration

There is no grant general administration for this program. Any staff costs for the operation of the program are listed in the attached budget. Overall oversight and administrative services will be performed by the Department of Community Development.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low-and-moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The SUBRECIPIENT certifies that the activities carried out under this Agreement will meet benefit low-and-moderate-income persons by providing partial funding for elderly and disabled persons for remediation of code violations.

C. Levels of Accomplishment – Goals and Performance Measures

The SUBRECIPIENT agrees to provide providing partial funding for elderly and disabled persons for remediation of code violations.

D. Staffing

The personnel for the program will include but may not be limited to a Program Manager, and an Accountant. The detailed operation of the program is available onsite describing duties and responsibilities of all staff. The funding under this contract is only a fraction of

The GRANTEE 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 both GRANTEE and SUBRECIPIENT, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE 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 activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

H. Suspension or Termination

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the GRANTEE and all payments required to be made to the SUBRECIPIENT have been made. However, in accordance with the policies and procedures required by Public Law 113-2, including but not limited to the March 5, 2013 Federal Register Notice, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto;
2. By the GRANTEE as a consequence of the failure of the SUBRECIPIENT to comply with the terms, and/or progress of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the SUBRECIPIENT;
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract;
4. By satisfactory completion of all services and obligations described herein;
5. In the event of the abandonment of the project by the Parish Council; or
6. By GRANTEE based upon 30 days written notice to SUBRECIPIENT.

Upon termination, the SUBRECIPIENT shall be paid for actual work performed in accordance with the provisions of this contract and all applicable CDBG requirements prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed and the agreed estimated cost of the terminated work by both parties.

Upon termination under Item 2 above, the SUBRECIPIENT shall deliver to the GRANTEE certified copies of all original documents, notes, and files, except the SUBRECIPIENT'S personal and administrative files.

Notwithstanding exceptions to the contrary or agreement of the parties, failure to complete the construction management services by the completion date shall subject the subrecipient to a \$100/day fine until the services are completed.

I. Subrecipient Certifications

For the entire period covered by this contract, the SUBRECIPIENT gives the same certifications that Jefferson Parish has given the Department of Housing and Urban Development, as submitted in its Action Plan and as required by Public Law 113-2, including but not limited to the March 5, 2013 Federal Register Notice.

J. Subrecipient Warranties

The SUBRECIPIENT warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the SUBRECIPIENT to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the SUBRECIPIENT any fee,

commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the GRANTEE shall have the right to annul this contract without liability.

K. Agreement Binding Upon Successors and Assignees

This agreement shall be binding upon the successors and assigns of the parties hereto.

SECTION 9 - ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 2 CFR 200.300 *et seq.* and agrees to adhere to all the accounting principles and procedures required therein, utilizing adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with the OMB Super Circular located within Title 2 of the Federal Code of Regulations, 2 CFR 200.400-475. These principles shall be applied for all costs incurred whether charged on a direct or on an indirect basis.

B. Training

The SUBRECIPIENT will be required to attend training sessions as deemed necessary by the GRANTEE. Said training will, at a minimum, require the person(s) responsible for contract administration and compliance attend a training session(s) on that topic prior to the submission of any requests for payment for services rendered under this contract. At this time, the GRANTEE will offer the SUBRECIPIENT copies of all referenced regulations, as well as explain all contractual requests.

C. Documentation and Recordkeeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in Public Law 113-2, including but not limited to the March 5, 2013 Federal Register Notice, 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 undertaken and each client assisted;
- b. Records demonstrating that each activity undertaken meets one of the National objectives for the Action Plan;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property;
- e. Records documenting compliance with the fair housing and equal opportunity components of the Action Plan;
- f. Financial records as required by 24 CFR 570.502, 24 CFR 84.21-28 and the OMB Super Circular, 2 CFR 200.333-337.
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of five (5) years after grant closeout by HUD pursuant to Public Law 113-2. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period as described above, whichever occurs later.

3. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to the GRANTEE monitors or their designees for review upon request. The GRANTEE also requires that these documents be forwarded to the GRANTEE for record keeping at the end of the program.

4. Disclosure

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited by the Privacy Act of 1974, 5 U.S.C. §522a and La. Const. art. 1 §5 unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Further, any reports, information, data, etc., given or prepared or assembled by the SUBRECIPIENT under this agreement which the GRANTEE requests to be kept as confidential shall not be made available to any individual or organization by the SUBRECIPIENT without the prior written approval of the GRANTEE, except that, in accordance with SECTION 9, HUD and the Controller General or any authorized representative thereof, shall have access to and the right to examine all records, books, papers, or documents related to the grant.

5. Close-outs

SUBRECIPIENT's obligation to GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over CDBG funds, including program income.

6. Audits & Inspections

All SUBRECIPIENT records with respect to matters covered by this Agreement shall be made available to the GRANTEE, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current GRANTEE policy concerning SUBRECIPIENT audits and OMB Super Circular, 2 CFR 200.500-521.

Organizations that expend \$750,000 or more of federal funds within their fiscal year are required to conduct an audit that meets the requirements of the Single Audit Act of 1984 and OMB Super Circular located in 2 CFR 200.500 through 200.521. If the SUBRECIPIENT is subject to the Single Audit Act, the cost or portion of the cost

represented by this contract to the total of federal funds received can be included in the budget as part of this contract.

Organizations that receive less than \$750,000 from any public funding source(s) annually within their fiscal year but more than \$25,000 are required by this contract and by state statutes to provide an annual audit to the Jefferson Parish Community Development Department commensurate with the level of funding received.

For entities receiving less than \$750,000 but more than \$200,000 of local, state, or federal funds, an annual audit prepared by a certified public accountant is required.

Annual unaudited financial statements prepared by a certified public accountant accompanied by a notarized affidavit attesting to their accuracy signed by the organization's executive director and by the chairman of the board of directors are the minimum acceptable requirement for entities receiving more than \$100,000 but less than \$200,000 of public funds.

Annual unaudited financial statements accompanied by a notarized affidavit attesting to their accuracy signed by the organization's executive director and by the chairman of the board of directors are the minimum acceptable requirement for entities receiving more than \$25,000 but less than \$100,000 of public funds.

The audit standards and procedures required under this Agreement are outlined in the "Louisiana Governmental Audit Guide" and are the same standards as for a quasi-public entity receiving State or local funding under the Louisiana Revised Statutes 24:513 and 25:514. The costs of the audit, compilation, or review can be included under budgeted accounting expenses to be a reimbursable cost.

The required audits are due within six months of the SUBRECIPIENT's fiscal year end. The SUBRECIPIENT hereby agrees and is required to provide and to instruct its accounting firm to include the Director of the Jefferson Parish Community Development Department on the distribution list to receive copies of any financial statements, reviews, or audits required under this contract and by any other unit or agency of State, Federal, or other governmental subdivision while this contract is in force.

Sanctions, including cessation of payments and/or termination of this contract will be applied for non-compliance with the prescribed audit standards and due dates. The GRANTEE also reserves the right to conduct its own audit of the SUBRECIPIENT'S or Contractor's records and operations in order to determine compliance with this contract and the applicable Federal, State, and Parish regulations until completion and acceptance of all services stipulated in this contract. Should it be deemed necessary, the parish will have an audit conducted by an accounting firm of its selection or by Parish personnel at its expense.

7. Equipment Records

No equipment is anticipated to be purchased, however, if so the SUBRECIPIENT shall maintain equipment records as per OMB Super Circular, 2 CFR 200.313 for any equipment purchased with Federal funds from this grant.

D. Reporting and Payment Procedures

1. Program Income

Program income is gross income received directly or generated from the use of CDBG funds pursuant to 2 CFR 200.307 and 24 CFR 570.504. Examples of program income can be found in 24 CFR 570.500(a). Program income is not anticipated to be generated by this activity. However, if any program income is generated by activities carryout out with CDBG funds made available under this Agreement, it shall be reported to GRANTEE and its use by SUBRECIPIENT, if applicable, shall comply with the requirements of 24 CFR 570.504.

Any program income generated by this Agreement is to be remitted to the GRANTEE within 15 calendar days, unless the GRANTEE allows otherwise, in writing. All provisions of this agreement shall apply to such expenditures.

The use of program income shall be completed as follows:

- a. Program income in the form of repayments to, or interest earned on the federal funds provided by this agreement should be substantially disbursed from the funds before additional cash withdrawals are made for the same activity
- b. All other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the budgeted amount.
- c. Any program income on hand when this agreement expires, or received after this Agreement's expiration, shall be paid to the GRANTEE.
- d. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the GRANTEE.

2. Indirect Costs

If indirect costs are charged, the SUBRECIPIENT will develop and indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the GRANTEE for approval, in a form specified by the GRANTEE.

3. Payment Procedures

For reimbursement of payment for all services outlined in SECTION 2, the SUBRECIPIENT will follow standard Jefferson Parish Finance Department procedures and policies. The SUBRECIPIENT will certify that all claims for payment have been reviewed and are properly due, and will submit administering cost on a quarterly basis for each category.

All reports received must be supported by copies of invoices, periodic billing, payroll records by individual and position and/or other applicable documentation of costs incurred. Claims for salaries, wages, and fringe benefits if applicable, will be supported by payroll records, which will include the individual's, position, hours paid, and gross pay. This requirement is normally satisfied with a copy of the applicable payroll register.

Original source documentation for all expenditures under the terms of this Agreement must be maintained at the office of the SUBRECIPIENT/and or GRANTEE for a minimum period of five years after the completion of said Subrecipient Agreement. The SUBRECIPIENT will not be compensated for unsupported costs.

Requests for payment will be made quarterly on a timely basis. Request for the available funds must be made within two years from the availability of funding of this agreement unless an extension of time is authorized by the GRANTEE.

The SUBRECIPIENT further understands and agrees that with the exception of certain advances, payment will be made for eligible expenses actually incurred by the SUBRECIPIENT, based on satisfactory performance as shall be determined by the GRANTEE, and not to exceed actual cash requirements.

Furthermore, the SUBRECIPIENT understands and agrees that claims such as, but not limited to, those which may result from the SUBRECIPIENT's failure to pay debts incurred by the SUBRECIPIENT are the exclusive responsibility of the SUBRECIPIENT and not of the GRANTEE.

By April 1, 2019, the SUBRECIPIENT shall notify the GRANTEE as to how much of the herein stated budget should be encumbered to cover costs incurred but not paid by the SUBRECIPIENT. This "no cost extension" of the contract is allowed but will not increase the budget of this contract, or the budget for any succeeding contract. The SUBRECIPIENT must submit all such requests for payment to the GRANTEE by August

31, 2019 and the GRANTEE should pay all such encumbered and/or accrued costs thereafter. Funds not expended by June 30, 2019 and/or submitted to the GRANTEE by the stated time frame may be reprogrammed to other activities.

4. Progress Reports

The SUBRECIPIENT shall submit the following performance reports to the GRANTEE:

1. A copy of performance reports required by HUD.
2. A monthly performance report on the total number of persons assisted during the month, the length of client stay, client profile information to include ethnic/racial data, gender, age, income, head of household, and any other similar data in a format determined by the GRANTEE. The report shall be submitted until expenditures are accounted for or until notified by the GRANTEE.
3. A monthly expenditure of funds report supported by the monthly performance report referenced above and by original documentation (invoices, bills, etc.) located at the office of the SUBRECIPIENT. This report shall include a monthly detail and a cumulative summation for all expenditures.
4. An annual performance report, on a form approved by the Jefferson Parish Department of Community Development, which shall be an accumulation of the monthly reports noted above, any narrative requirements or any other information required by GRANTEE to satisfy its reporting obligations to the State and to HUD, as requested by the GRANTEE in writing.

The SUBRECIPIENT shall furnish the GRANTEE with the original and one copy of all reports required by this agreement. The original reports will have the original signatures of the person preparing the report and that of the director of the SUBRECIPIENT organization.

All data collected by the SUBRECIPIENT and all documents, notes, and files shall remain the property of the SUBRECIPIENT except as otherwise provided in this Agreement. The SUBRECIPIENT shall furnish to the GRANTEE copies of any project documents requested by the GRANTEE.

E. Procurement

The SUBRECIPIENT shall comply with current GRANTEE policies concerning the purchase and inventory records of non-expendable personal property and equipment as defined in 24 CFR 84.40-48, OMB Super Circular 2 CFR 200.317 through 200.326, Public Law 113-2, including but not limited to the March 5, 2013 Federal Register Notice, and in Jefferson Parish's Financial Policy Manual. All program assets, including but not limited to, unexpended program income, property and equipment, shall revert to the GRANTEE upon termination of this Agreement.

The SUBRECIPIENT shall obtain written approval from the GRANTEE for any travel outside the metropolitan area with funds provided under this Agreement. Additionally, the SUBRECIPIENT must furnish to the GRANTEE a copy of its procurement procedure.

F. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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

31, 2019 and the GRANTEE should pay all such encumbered and/or accrued costs thereafter. Funds not expended by June 30, 2019 and/or submitted to the GRANTEE by the stated time frame may be reprogrammed to other activities.

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1. A copy of performance reports required by HUD.
2. A monthly performance report on the total number of persons assisted during the month, the length of client stay, client profile information to include ethnic/racial data, gender, age, income, head of household, and any other similar data in a format determined by the GRANTEE. The report shall be submitted until expenditures are accounted for or until notified by the GRANTEE.
3. A monthly expenditure of funds report supported by the monthly performance report referenced above and by original documentation (invoices, bills, etc.) located at the office of the SUBRECIPIENT. This report shall include a monthly detail and a cumulative summation for all expenditures.
4. An annual performance report, on a form approved by the Jefferson Parish Department of Community Development, which shall be an accumulation of the monthly reports noted above, any narrative requirements or any other information required by GRANTEE to satisfy its reporting obligations to the State and to HUD, as requested by the GRANTEE in writing.

The SUBRECIPIENT shall furnish the GRANTEE with the original and one copy of all reports required by this agreement. The original reports will have the original signatures of the person preparing the report and that of the director of the SUBRECIPIENT organization.

All data collected by the SUBRECIPIENT and all documents, notes, and files shall remain the property of the SUBRECIPIENT except as otherwise provided in this Agreement. The SUBRECIPIENT shall furnish to the GRANTEE copies of any project documents requested by the GRANTEE.

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1. The SUBRECIPIENT shall transfer to the GRANTEE any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the 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 on of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after grant closeout by HUD [or such longer period of time as the Grantee may deem appropriate]. If the SUBRECIPIENT fails to use CDBG-assisted real property in this manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the GRANTEE 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 acquisition of, or improvement to, the property. Such payment shall constitute program income to the GRANTEE. The SUBRECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee may deem appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the GRANTEE for the CDBG program or (b) retained after compensating the GRANTEE an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

SECTION 10 – RELOCATION, REAL PROPERTY ACQUISITION

SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); ((b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 11—PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

I. Compliance

SUBRECIPIENT agrees to comply with the Civil Rights of Handicapped Persons Act (La. R.S. 46:2251, *et seq.*), the Louisiana Equal Housing Opportunity Act (La. R.S. 51:2601, *et seq.*) and the Louisiana Employment Discrimination Law (La. R.S. 23:301, *et seq.*) and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or if the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that GRANTEE and the United States are beneficiaries of and entitled to enforce such covenants. SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. GRANTEE shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the terms of this Agreement.

5. Religious Discrimination

SUBRECIPIENT agrees that:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- c. Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as religious proselytizing, nor mandate participation by persons applying for such public services in religious worship, services, or counseling.

B. Employment Restrictions

1. Prohibited Activity

SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

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

SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers;

provident that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

In all contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act) shall contain provisions that the amounts of civil penalties assessed or enforced for liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 CFR 5.5., in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of the Federal Civil Penalties Inflation Adjustment Act of 1990 as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (Inflation Adjustment Act).

3. "Section 3" Clause

a. Compliance

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

Section 3 of the HUD Act of 1968 as amended (§135.38) requires, if applicable:

All Section 3 covered contracts must include the following clause **in its entirety**:

A. The work to be performed under this contract 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 project 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.

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

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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 practices can see the notice. The

notice shall described 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.

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

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

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

G. 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 contract. Section 7(b) requires that 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 contract 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).¹

b. Notifications

SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organizations or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. Conduct

1. Assignability

This agreement being for the professional services of the SUBRECIPIENT, shall not be assigned nor transferred in whole or in part by the SUBRECIPIENT as to the services to

be performed hereunder without the written consent of the GRANTEE thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

2. Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of GRANTEE prior to the execution of such agreement.

b. Monitoring

SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up action taken to correct areas of noncompliance.

The GRANTEE is hereby authorized to monitor all activities undertaken by the SUBRECIPIENT or Contractor under the provisions of this agreement to ensure compliance with its terms and applicable Federal, State, and Parish regulations regarding the expenditure of HUD and/or Parish funds. Monitoring activities will be scheduled annually or as needed at the determination of the GRANTEE.

The SUBRECIPIENT or Contractor shall use OMB Super Circular located in 2 CFR 200.300 through 200.345 as standards for financial management OMB Super Circular located in 2 CFR 200.400 through 200.475 for standards of cost principles.

c. Content

SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

d. Selection Process

SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to GRANTEE along with documentation concerning the selection process.

3. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 2 CFR 200.317 and 200.318 and 24 CFR 570.611, which include, but are not limited to, the following:

- a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered person who exercises or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of GRANTEE, the SUBRECIPIENT, or any designated public agency.

5. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable materials or inventions, GRANTEE and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

SECTION 12 – ENVIRONMENTAL CONDITIONS

A. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

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

- Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 670.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 13 - SAVINGS CLAUSE

In case any one or more of the provisions contained in this Agreement shall, for any reason, be judicially held to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement and, in such an event, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

SECTION 14 – SECTION HEADINGS AND SUBHEADINGS

The section headings and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 15 – FORUM SELECTION CLAUSE

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The SUBRECIPIENT hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole

and exclusive forum for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 16 – WAIVER

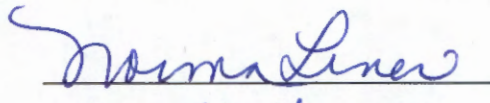
GRANTEE's failure to act with respect to a breach by SUBRECIPIENT does not waive its right to act to subsequent or similar breaches. The failure of GRANTEE to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

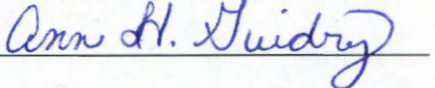
SECTION 17 - CONTRACT EXECUTION

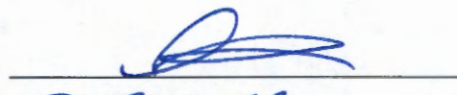
This Agreement represents the entire agreement between the PARISH and the SUBRECIPIENT, which supersedes all prior negotiations, representations or agreements, either written or oral.


This agreement is executed in four originals, in testimony whereof the parties hereto have executed this agreement on the day and year first above written in the presence of the undersigned competent witnesses.

WITNESSES:

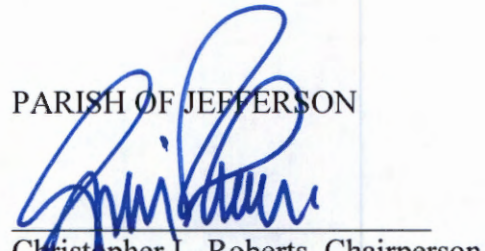









PARISH OF JEFFERSON



Christopher L. Roberts, Chairperson
Jefferson Parish Council

NEW ORLEANS EDUCATION LEAGUE



John Luther
Executive Vice President

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: _____

Philip Thomas, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Director of NOBL (Entity),

the party who is entering into an agreement to _____

Disaster Repair Program (Briefly describe the services the
vendor will provide), with the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required
attachment):

Choice A _____

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ✓

there are NO campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B ☒ There are NO debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by telephone or by personal contact, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B ☒ there are NO solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

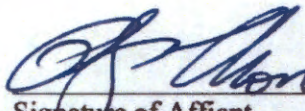
Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned agreement.

Choice B ☒ There are NO subcontractors which would require disclosure under Choice A of this section.

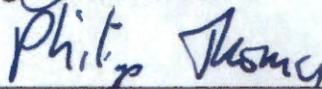
Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.



Signature of Affiant



Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 20th DAY OF Dec, 2018.



Notary Public

Printed Name of Notary
NICOLE M. TOMBA
Notary Public
LA Bar No. 27113

Notary/Bar Roll Number _____
My Commission is Issued for Life

My commission expires _____.

Insurance Declaration Affidavit
Automotive

AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF Jefferson

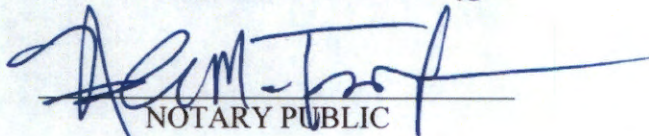
BEFORE ME, the undersigned authority, personally came and appeared,
Philip Thomas, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized Director of NOEL
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. Disaster Repair Program
to Jefferson Parish.

Affiant further said:

- (1) That entity does not own automobiles or use automobiles in the furtherance of the services provided under the contract.
- (2) That if the entity obtains automobiles or begins to use automobiles in the furtherance of the services provided under the contract, affiant will notify Jefferson Parish and obtain the proper coverage.


Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 20th
DAY OF Dec., 2018.


NOTARY PUBLIC

NICOLE M. TOMBA
Notary Public
LA Bar No. 27113
Parish of Jefferson, State of LA
My Commission is Issued for Life

Insurance Declaration Affidavit
Worker's Compensation

AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,
Philip Thomas, (Affiant) who after being duly sworn, deposed and said that he/she
is the fully authorized Director of NDEL (Entity), the
party who submitted a Proposal/Contract/Bid/RFP/SOQ No. Disaster Relief Program to Jefferson Parish.

Affiant further said:

- (1) That affiant has no employees in which Worker's Compensation Insurance is required pursuant to state law.
- (2) That if affiant hires employees such that they would be required under state law to obtain Worker's Compensation Insurance, affiant will notify Jefferson Parish and obtain the proper coverage.

[Signature]
Signature of Affiant
Philip Thomas
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 20th DAY OF Dec, 2018.

[Signature]
Notary Public

Printed Name of Notary
NICOLE M. TOMBA
Notary Public
LA Bar No. 27113

Parish of Jefferson, State of LA
Notary Public Roll Number
My Commission is Issued for Life

My commission expires _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Terrebonne Insurance Agency, Inc. 4752 Hwy 311 Suite 112 Houma LA 70360		CONTACT NAME: Chris Breaux PHONE (A/C No, Ext): (985) 851-3080 FAX (A/C, No): (985) 851-0304 E-MAIL ADDRESS: chris@terrebonneinsurance.com	
INSURED New Orleans Education League of the Construction Industry 2424 North Arnoult Road Metairie LA 70001		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Co INSURER B: HomeBuilders SIF INSURER C: Certain Underwriters at Lloyds INSURER D: INSURER E: INSURER F:	
		NAIC # LHBA	

COVERAGES**CERTIFICATE NUMBER:** CL18121233000**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NN995002	12/11/2018	12/11/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	18-15017	4/1/2018	4/1/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Professional Liability			E&O 17 12885 A	7/3/2018	7/3/2019	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured in favor of the certificate holder as required by written contract for the General Liability policy.

CERTIFICATE HOLDER

The parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council.
Jefferson Parish
1221 Elmwood Park Blvd, Ste 605
Harahan, LA 70123
Resolution No. 130543, 130544, 130547

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joel Martinsen/CHRIS

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ACORD 25 (2014/01)

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INS025 (201401)

CDBG COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968- COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 19736 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS – MAINTENANCE OF RECORDS
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15. ACTIVITES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. ENERGY EFFECIENCY
19. SUBCONTRACTS
20. DEBARMENT, SUSPENSION, AND INELIGIBILITY
21. BREACH OF CONTRACT TERMS
22. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
23. CHANGES
24. PERSONNEL
25. ANTI-KICKBACK RULES
26. ASSIGNABILITY
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28. POLITICAL ACTIVITY
29. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
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31. CONFIDENTIAL FINDINGS
32. LOBBYING
33. FEDERAL LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION
34. TERMINATION FOR CONVENIENCE AND CAUSE
35. PROCUREMENT OF RECOVERED MATERIALS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or application for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and sash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the equal opportunity clause; that she/he will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving the federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 – COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract 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 direct to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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 applications for training and employment position 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.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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. The contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. 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 contract. 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 contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision 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).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or application for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 US 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Owner the following:

- A. A Stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by The Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Contract shall con tan, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee required with respect to financial assistance for acquisition or contraction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examination, and making excerpts and transcriptions. All records connected with this contract will be

maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be Required by the Owner.

14. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to This contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for Employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applications for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material and costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or material or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. ENERGY EFFICIENCY

The Contractor shall comply with 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

19. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise of the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

20. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

21. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. PROVISIONS 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 of otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

23. CHANGES

The owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

24. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed or work under this Contract.

25. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractor thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

26. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust Company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such Assignment of transfer shall be furnished promptly to the Owner.

27. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

28. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

29. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

30. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any application for participation in such program because of political affiliation or beliefs.

31. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc. prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

32. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any Person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. FEDERAL LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (HUD-4010). This includes, but is not limited to, Davis-Bacon and Related Acts and the Contract Work Hours and Safety Standards Act.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate

of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Effective August 1, 2016, in all contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act) shall contain provisions that the amounts of civil penalties assessed or enforced for liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of the Federal Civil Penalties Inflation Adjustment Act of 1990 as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (Inflation Adjustment Act).

34. TERMINATION FOR CONVENIENCE AND CAUSE

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Clauses relating to termination shall be addressed in a separate document.

35. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provision of 40 CFR Part 247 in the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conservation/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price