

K23-320

SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS REDEVELOPMENT AUTHORITY
FOR
ROAD HOME PROPERTIES

THIS SUBRECIPIENT AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented herein by LaToya Cantrell, Mayor (the “**City**”), and the New Orleans Redevelopment Authority, represented herein by Brenda M. Breaux, Executive Director (the “**Sub-Recipient**”). The City and the Sub-Recipient may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective October 1, 2022 (the “**Effective Date**.”)

RECITALS

WHEREAS, in the aftermath of Hurricanes Katrina and Rita, the United States Congress, through Public Laws 109-148, and 109-234, and 110-116 appropriated funds to the U.S. Department of Housing and Urban Development (“**HUD**”) Community Development Block Grant (“**CDBG**”) Program for use through the State of Louisiana for disaster recovery;

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

WHEREAS, Louisiana’s first Action Plan (Katrina/Rita) and Louisiana’s second Action Plan (Katrina/Rita), along with various amendments, which were submitted to and approved by HUD, detail the Road Home Homeowner Assistance Program (the “**Road Home Program**”), which is the State’s hurricane recovery program designed to aid certain homeowners affected by Hurricanes Katrina and/or Rita. Action Plan Amendment Nos. 20, 57, and 61 to Louisiana’s first Action Plan (Katrina/Rita) and Action Plan Amendment Nos. 7, 21, and 22 to Louisiana’s second Action Plan (Katrina/Rita) further specify the property disposition and redevelopment process for properties in the Road Home Program. It is understood by the Parties that such action plans may hereafter be amended, supplemented, or otherwise modified (collectively referred to as the “**Action Plan**”);

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WHEREAS, pursuant to Louisiana Revised Statute §40:600.61 et seq., the Louisiana Road Home Housing Corporation was created for the purpose of acquisition, disposition, purchase, renovation, improvement, leasing, and/or expansion of the Road Home Program housing stock, as described by the Action Plan. The Louisiana Road Home Housing Corporation is a Louisiana non-profit corporation doing business as the Louisiana Land Trust (the “**LLT**”);

WHEREAS, on or around March 1, 2007, the LLT and the OCD entered into a Cooperative Endeavor Agreement, identified by CFMS #684907, whereby the LLT was charged with acquisition and disposition of properties under the Road Home Program (“**LLT/OCD Agreement**”);

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C), of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavor agreements with each other. Further, pursuant to the Home Rule Charter of the City of New Orleans, the City can enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes;

WHEREAS, in accordance with the Action Plan, certain homeowners, upon receiving grant funds through the Road Home Program, chose to transfer ownership of their property to the State of Louisiana, or its designee. The State of Louisiana has designated LLT as the entity to which the Road Home Program properties are transferred. LLT is also the entity charged with maintaining the properties pending disposition of the properties to the parish in which the properties are located;

WHEREAS, in accordance with the Action Plan, proceeds, less disposition costs, from the sale of Road Home Program properties in Orleans Parish by LLT are considered CDBG program income and have been and continue to be transferred to the OCD to be kept in a separate program income fund for the City (the “**Disaster CDBG Community Revitalization Program Income Fund 1**”);

WHEREAS, on or around March 6, 2009, the City, LLT, and the OCD entered into a tri-party cooperative endeavor agreement, which is now expired, detailing the rights and obligations of the City, LLT, and the OCD under the Road Home Program for properties located in the Parish of Orleans (the “**Tripartite Agreement**”);

WHEREAS, the City, LLT, the Sub-Recipient, and the OCD entered into a four-party cooperative endeavor agreement, with an effective date of October 1, 2011, which provided for the transfer to the City, or the Sub-Recipient as the City’s agent, all Road Home Properties in the Parish of Orleans in LLT’s inventory as of July 31, 2011, which equaled 3,620 parcels of property, and for payment to the City of funds from the Disaster CDBG Community Revitalization Program

Income Fund 1 for direct management costs of the properties transferred by LLT to the City, or the Sub-Recipient as the City's agent, and for other CDBG eligible activities, as approved by the OCD (the "**Four-Party Agreement**"). The Parties recognize that the City and the Sub-Recipient have substantially fulfilled their obligations in Section I(D)(1)(a) of the Four-Party Agreement;

WHEREAS, in accordance with the Action Plan, the City has completed a Parish Redevelopment and Disposition Plan, which was approved by the Louisiana Recovery Authority ("**LRA**") on or around December 11, 2007 ("**City's Disposition Plan**"). Effective July 1, 2010, statutory authority for the LRA ceased pursuant to Act 831 of the 2008 Regular Session of the Louisiana Legislature. Beginning July 1, 2010, all LRA functions were assumed by the OCD;

WHEREAS, the Parties now wish to further provide for the transfer of any and all Option 2 and Option 3 Road Home properties, as defined by OCD's policies and procedures, in Orleans Parish and transferred into LLT's inventory (the "**Property**") and provide for the continued payment to the City of funds from the Disaster-CDBG Community Revitalization Program Income Fund 1 for direct management costs of the properties transferred by LLT to the City and for other CDBG eligible activities, as approved by the OCD;

WHEREAS, pursuant to the terms of the Four-Party Agreement, the City is authorized to designate an entity, by formal resolution of the City, to accept title to the Property on its behalf and transfer by the LLT to this designated entity constitutes a transfer of the Property to the City;

WHEREAS, the Sub-Recipient is a body public corporate and political, created pursuant to Louisiana Revised Statute 33:4720.55, and the resolution of the Council of the City of New Orleans evidenced by a certificate signed by the Mayor and Council and registered with the Secretary of State of Louisiana;

WHEREAS, the Sub-Recipient exists and operates generally for public purposes which include the prevention and elimination of blighted areas, the development of vibrant neighborhoods, and establishment of economically and socially sound communities through a broad range of redevelopment activities;

WHEREAS, the Sub-Recipient has certain powers necessary suitable to carry out the purposes and provisions of Louisiana Revised Statute 33:4720, *et. seq.*, including without limitation redevelopment, renewal, rehabilitation, housing development, conservation, urban beautification or comprehensive programs for the development of entire city areas or neighborhoods;

WHEREAS, the City desires to designate the Sub-Recipient as the entity to accept title to the Property on its behalf and to manage the disposition of the Property;

WHEREAS, the City and the Sub-Recipient entered into an agreement dated February 13, 2009, for the Sub-Recipient to receive, maintain, and dispose of LLT properties, which resulted in

the disposition of more than 1,000 LLT properties by the Sub-Recipient and located within Orleans Parish;

WHEREAS, the City and the Sub-Recipient desire to enter into this Agreement for the public purpose of recovering and rebuilding the City of New Orleans through the strategic management and disposition of properties transferred to the City by the LLT;

WHEREAS, the Parties acknowledge and agree that the goals and objectives detailed herein may exceed this term and therefore agree to continue to work cooperatively until the successful completion of said goals and objectives; and

WHEREAS, the actions of the City and the Sub-Recipient will further result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement;

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

ARTICLE I - SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the City, as administrator of the CDBG Disaster Recovery Program, shall make available to Sub-Recipient, up to \$14,235,674 in CDBG disaster recovery funds for the Project (as defined below). The City has provided the Sub-Recipient an operating budget that is attached hereto as Exhibits A-G. The budget includes Sub-Recipient's access of up to \$3,100,000.00 of program income associated with the Land Assembly Project (Exhibit A) which are subject to approval by the City or the OCD based upon the application process outlined herein. Included within the Land Assembly Project total is a \$90,000.00 contingency fund program investment for onetime costs associated with software, field equipment or other necessary expenditures required to manage the property disposition program. This also grants Sub-recipient access to \$856,835.00 of program income associated with the Strategic Acquisition Program (Exhibit B), \$1,449,260.00 associated with Affordable Gap Financing (Exhibit C), \$1,428,019.00 associated with Resilient Homes (Exhibit D), \$1,500,000.00 associated with Small Business Microlending Program (Exhibit E) and a total of \$5,901,560 in parish-held program income to include Façade Renew 2.0 (\$1,078,505.00, Exhibit F), and Orleans Housing Investment Programs (O-HIP) (\$4,823,055, Exhibit G).

B. Implementation of Agreement

The Sub-Recipient's rights and obligations under this Agreement are as a grant sub-recipient. The Sub-Recipient is responsible for complying with applicable regulations and for performing all activities under this Agreement in a manner satisfactory to the OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the OCD's providing the funds. Such guidelines and standards include, but are not limited to, all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Appendix A) executed by the Sub-Recipient and made a part hereof. The providing of Grant Funds under this Agreement is specifically conditioned on the Sub-Recipient's compliance with this provision and all applicable CDBG regulations, guidelines and standards.

C. Goals and Objectives

The activities of this Agreement are to assist in the rebuilding and recovery of the Parish of Orleans from damages suffered as the result of Hurricanes Katrina and Rita.

This Agreement is intended to enable rather than limit the Parties in the recovery effort and to allow the Parties to engage in any and all recovery activities consistent with the Action Plan and permissible under CDBG and HUD statutes, regulations and guidelines.

D. Statement of Work

1. The Project

The Project shall include the transfer of the Property to Sub-Recipient, Direct Management Costs of the Transferred Property, disposition of the Property, and use of the Grant Funds to fund eligible CDBG activities.

The project shall be conducted in accordance with the regulations and limitations of the Road Home Program, as defined by all current, pending and future applicable Action Plan Amendment(s) available at

<http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>).

a. Transfer of the Property

On the first working day of each month, LLT shall provide to the City and the Sub-Recipient a report containing: (1) a list of new parcels of the Property in LLT's inventory ("**New Inventory Notice**"), and (2) a list of all parcels of the Property available for transfer to Sub-Recipient, ("**Transferable Property Notice**"). Property "available for transfer" means all parcels which: (i) have been cleared for transfer by the OCD Environmental Officer; (ii) are free of tax liens arising from past due taxes and outstanding taxes; and (iii) have marketable title, with no outstanding liens or

encumbrances other than those shown as title exceptions on the title insurance policy insuring LLT for that parcel.

Any parcel for which LLT has knowledge of an outstanding deficiency in the Road Home Program grant process that impairs the validity of the parcel's conveyance to LLT, or the correctness of the legal description in the instrument vesting title in LLT, shall not be included in the "Transferable Property Notice." Any dispute between or among the parties as to whether title is marketable shall be resolved based on the Louisiana Uniform Title Standards (2000) promulgated by the Louisiana State Bar Association's Committee on Title Standards.

Within thirty days of receipt of the New Inventory Notice, the Sub-Recipient shall provide a list to LLT identifying those parcels of the property requiring demolition.

Through an instrument substantially similar to that instrument attached as Appendix B, the Sub-Recipient shall accept title to those parcels of the Property identified in the Transferable Property Notice within thirty days after receipt of the Transferable Property Notice, unless the Sub-Recipient directs LLT in writing to transfer specific parcels to designated third parties within the same time period. If the Sub-Recipient fails to timely accept title to each parcel of the Property identified in the Transferable Property Notice, the LLT may dispose of those parcels of the Property not timely accepted by the Sub-Recipient in compliance with the provisions of this Agreement and the Action Plan.

Notice to LLT under this section, as well as any other notice, decision, or approval required of the City under this Agreement, shall be through the City's Chief Administrative Officer or any other persons he designates in writing.

LLT's transfer obligations under this Section shall be fulfilled within the timeline set forth in the LLT/OCD Agreement.

The Sub-Recipient's obligations under this Section (Section I(D)(1)(a)) shall be deemed complete when each parcel of the Property is transferred from LLT's inventory, whether such transfer is to the Sub-Recipient and/or the City directly or to a third party. Nevertheless, the Sub-Recipient's obligations under this Section (Section I(D)(1)(a)) will be deemed complete, if the Sub-Recipient has substantially completed its obligations in this Section but, by no fault of Sub-Recipient, parcels of the Property still remain in LLT's inventory.

b. Disposition and Use of the Property

The Property shall be used or disposed of by the Sub-Recipient, as provided above, pursuant to the Action Plan approved by the OCD and HUD, and in a manner that the

Sub-Recipient reasonably anticipates will meet one or more CDBG national objectives, namely urgent need, elimination of slum and blight, or benefit low-to-moderate-income families, as those terms are defined in federal regulations and interpreted by waivers from HUD. Otherwise, the Property shall be sold at fair market value. The Sub-Recipient shall implement any contractual arrangements necessary to ensure that each parcel of the Property meets one or more CDBG national objectives.

Disposition Proceeds, as defined by federal regulations, shall be defined as the Transfer Price Less Disposition Costs. The Transfer Price shall be the price paid by the buyer to the Sub-Recipient for the transfer of a parcel of the Property. Disposition Costs shall include reasonable costs for the preparation of legal documents, surveys, marketing, financial services, transfer taxes, if applicable, and other costs involved with the transfer of the Property, as defined by federal regulations.

Disposition Proceeds, as defined above, from the sale of parcels of the Property by the Sub-Recipient shall be placed in a restricted account maintained by the Sub-Recipient, ("**Sub-Recipient's Program Income Fund**"). Withdrawals from the account shall be subject to the process set forth in Section II Payment Process, below. All other program income, as defined by 24 CFR 570.500(a), generated from the use of parcels of the Property by the Sub-Recipient shall also be placed in the Sub-Recipient's Program Income Fund. Funds in the Sub-Recipient's Program Income Fund shall be used by the Sub-Recipient only as provided for by this Agreement. The eligible use of funds from the Sub-Recipient's Program Income Fund shall be consistent with the program's budget and must be approved by the City's Director of Administrative Support for the Office of Community Development, or designee, and in accordance with Section II(A) of this Agreement. All obligations with regard to the Sub-Recipient's Program Income Fund shall survive the termination of this Agreement.

c. Direct Management Costs of the Transferred Property

LLT shall be responsible for the maintenance of each parcel of the Property until the effective date of the transfer of the parcel to the Sub-Recipient. Maintenance by LLT shall include but is not limited to grass cutting, removing debris, making repairs, security, cleaning, clearing, performing demolitions, and attending to any other special needs of the Property.

The Sub-Recipient may use funds from the Sub-Recipient's Program Income Fund for reimbursement of costs associated with Direct Management Costs of property previously owned by LLT in accordance with Section II(A) of this Agreement.

Direct Management Costs include payment of taxes, lot maintenance, purchase of insurance, demolition, direct administrative costs, including direct staff costs and security costs, information technology/data processing costs directly related to the

transfer of parcels of the Property, including payments to third parties, and other costs approved by the City. Upon the written agreement of the OCD and the City, the OCD shall make available to the Sub-Recipient, at no additional charge, certain agreed upon and necessary data stored in the Sub-Recipient's Grant database. The Sub-Recipient shall at no charge provide to the OCD electronic access to its Land Management (LAMA) database for monitoring purposes. In addition, the OCD and the Sub-Recipient, shall share costs associated with the continued maintenance of software necessary for the Project pursuant to a rate agreed upon by the OCD and the City in writing. The City shall authorize the payment of eligible Direct Management Costs pursuant to a process approved by the City and designed to verify funds in and expenditures from Sub-Recipient's Program Income Fund.

Indirect costs are reimbursable under this Agreement and may be considered Direct Management Costs, as defined herein, but only to the extent that such costs are incurred pursuant to an approved indirect cost allocation plan, provisional plan, and/or as may be specifically outlined and provided for in Exhibit "A" to this Agreement, conforming to the requirements of 2 CFR Part 200, Subpart E, "Cost Principles" in addition to any other applicable requirements by 2 CFR Part 200.

d. Title of the Property

Upon the Effective Date of this Agreement, and quarterly thereafter, LLT shall provide to the Sub-Recipient, a report detailing the status of each parcel of the Property in LLT's inventory. The report shall include information regarding the status of title curative work, environmental clearance, and demolition; as applicable. LLT shall promptly respond to inquiries from the Sub-Recipient, as to the status of any of these properties from time to time.

The City, and the Sub-Recipient at City's written direction, may use up to the amount of the Grant Funds provided in Section I.D.2 for reimbursement of costs associated with curative title work of parcels of the Property when such costs are approved by the OCD and incurred after the Effective Date of this Agreement.

e. Other Eligible Activities

The Sub-Recipient may use up to the maximum amount of the Grant Funds for reimbursement of Eligible Expenses, as defined herein, applied to projects approved by the City or the OCD through the application process described below, and in furtherance of development activities associated with the Property.

On the date that the Sub-Recipient has fulfilled all of its obligations contained in Section I.D.1a of this Agreement, as determined by the City or the OCD, the Sub-Recipient may use the remainder of the Grant Funds as well as the remaining funds

in Sub-Recipient's Program Income Fund for reimbursement of Eligible Expenses, as defined herein, applied to projects approved by the City or the OCD through the application process described below.

i. Project Funding Application Process

The Sub-Recipient may submit individual project applications to the City or directly to the OCD for approval of projects involving Eligible Expenses and consistent with the goals of previously submitted recovery projects in the Long-Term Recovery Plan of Orleans Parish. All project applications must be approved by OCD prior to award and funding.

The City or the OCD shall make individual project approval determinations pursuant to CDBG and HUD guidelines and regulations. The individual project applications must include a projected schedule for completion and project budget on a form approved by City or the OCD. Upon approval of the application, the resulting project award shall be implemented through this Agreement and subject to the terms and conditions thereof.

Compliance and cooperation with the City's monitoring of the Sub-Recipient shall be deemed a requirement of this Agreement.

ii. Eligible Expenses

Eligible Expenses for the Grant Funds and funds in the Program Income Fund include those applied to eligible activities, as defined in the program-applicable current, pending, and future Action Plans and Action Plan Amendments (refer to <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>), that are recovery-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth above, when approved by the City in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the City.

2. The Budget

The Sub-Recipient's projected Budget for the term of this agreement (October 1, 2021 – September 30, 2022) Direct Management Costs of Transferred Property; Strategic Acquisition; Façade Renew 2.0, and O-HIP Programs are attached hereto as Exhibits "A." through "D". The Sub-Recipient may not incur any expenses unless it is part of the Budget attached hereto as the above exhibits or otherwise reviewed and approved by the City. The Parties hereby acknowledge that this project is part of a long-term endeavor.

The City and the Sub-Recipient may agree, in writing, to a reallocation of funds between the categories in the Operating Budget without the need to amend this Agreement.

The Parties acknowledge that Sub-Recipient's capacity and ability to maintain the ownership of the Property is subject to the funds available in the program budget for this endeavor.

In the event adequate funds are not provided for this endeavor, Sub-Recipient will submit a plan to the City for the proposed disposition of the Property. Sub-Recipient may not dispose of the Property without obtaining prior authority from the City; however, the City will not unreasonably withhold said approval.

3. Environmental Review Processes and Obligations

a. Responsible Entity

The OCD shall be the responsible entity for conducting environmental reviews for each parcel of the Property in compliance with CDBG and HUD environmental review requirements. An environmental review with a written Notice to Proceed from the OCD Environmental Officer must be issued prior to the transfer of each parcel of the Property.

The Parties hereby acknowledge and agree that the OCD will have completed an environmental review for each parcel of Property prior to its transfer to Sub-Recipient.

b. Tracking Mechanism for Environmental Reviews

OCD shall track the Properties until they cease to be covered by CDBG program requirements and HUD environmental review requirements as noted above.

c. Duration of CDBG Requirements

All CDBG requirements, as set forth in this Agreement and its attachments, apply to the transfer and use of each parcel of the Property until:

- i. The parcel of the Property has been sold at fair market value, pursuant to 24 CFR 570.489(j) and 570.503(b)(7), or
- ii. The parcel of the Property has been transferred to a Low to Moderate Income Household, or

- iii. The parcel of the Property has been transferred to a higher income homeowner who prevents or eliminates slum and blight, or
- iv. The activity performed on, the use of or the transfer of the parcel of Property meets a national objective, as defined in 24 CFR §570.208.

d. Continuing Obligations

For each parcel of the Property conveyed or transferred to a person or entity other than the Sub-Recipient, regardless of the transferor, in which one of the events identified in Section I(D)(3)(c) has not occurred as a result of the conveyance, Sub-Recipient shall ensure, and is responsible for taking any and all necessary actions to ensure, that the following obligations are met:

- i. A written Notice to Proceed is obtained from the OCD Environmental Officer prior to any subsequent disposition of each parcel of the Property. This obligation continues until a national objection, as defined in 24 CFR §570.208, is met.
- ii. If the proposed known reuse changes from that identified in the last completed environmental review or an environmental condition noted in the last completed environmental review changes, a new environmental review and Notice to Proceed must be obtained from the OCD on the parcel of the Property.
- iii. A national objective, as defined in 24 CFR §570.208, must be met within five years of transfer to Sub-Recipient.
- iv. If the obligations contained in Section I(D)(3)(d)(i-iii) are breached, the parcel of the Property at issue shall be returned to Sub-Recipient.

If the obligation contained in Section I(D)(3)(d)(iii) is not met, regardless of the transferor, the Sub-Recipient shall be required to pay to the OCD an amount equal to the current fair market value, as determined by HUD or through a process approved by HUD, of the respective parcel of the Property.

The Sub-Recipient shall be responsible to monitor each parcel of the Property, regardless of the transferor of the parcel, until one of the events identified in Section I(D)(3)(c) has occurred. This monitoring includes the requirement that the Sub-Recipient provide annual reports to the OCD including, but not limited to, a list of the individual parcels of Property subsequently transferred to a person or entity other than Sub-Recipient, in which a national objective has not yet been met.

e. Change of Use

Even in the absence of a future change in title, an environmental review must be obtained from the OCD for any parcel of the Property retained by the Sub-Recipient, or transferred to third party pursuant to Section I(D)(3)(d), if the Sub-Recipient, or third party, proposes a change in the use of the parcel of the Property from its use as evaluated in the last completed environmental review by the OCD. Sub-Recipient must submit annual reports to the City for each parcel of the Property it has acquired from the LLT. The annual reports must indicate the proposed use of each parcel of the Property, with a particular emphasis on those parcels of the Property that involve a proposed change in use of the parcel of the Property from its use at the time of the last completed environmental review by the OCD.

f. Penalties for Failure to Obtain Notice to Proceed from Environmental Officer

Regardless of the transferor, the Sub-Recipient shall indemnify the City for failure to obtain a written Notice to Proceed from OCD's Environmental Officer prior to the disposition of any parcel of the Property and for the change in use of any parcel of the Property from the last completed environmental review if HUD issues a finding against the OCD regarding the disposition or change in use. The extent of the indemnity by Sub-Recipient to the City will not exceed the amount which HUD requires OCD to repay to HUD for the parcel of the Property on which the written Notice to Proceed was not obtained.

In the event that a HUD finding against the OCD is the result of a Notice to Proceed that was amended, rescinded, or revoked by the OCD following a valid Notice to Proceed correctly obtained by the transferor prior to the disposition of the parcel of the Property at issue, the Sub-Recipient shall not be obligated to indemnify the City for that particular HUD finding, unless notice of the amended, rescinded or revoked notice was communicated to the OCD prior to the transfer in question.

4. Mitigation Plan

The Sub-Recipient shall be responsible for ensuring that the Project considers and proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

5. Citizen Participation Requirements

The Sub-Recipient shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all

current, pending and future applicable Action Plan Amendment(s) (refer to <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>).

6. Assurances

The Sub-Recipient shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations. It shall be the Sub-Recipient's responsibility to require that all of its contractors, and all tiers of their subcontractors, adhere to all applicable state and federal laws and regulations, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Sub-Recipient has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Appendix A, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement.

As to any other laws and regulations which may apply to construction projects, Sub-Recipient shall be responsible for determining the applicable laws and regulations and ensuring compliance therewith.

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

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

7. Cooperation with HUD and the OCD

Sub-Recipient hereby binds itself, certifies, and assures that it will comply with all applicable federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications.

Sub-Recipient agrees that in connection with its obligations under the Agreement, it shall cooperate with the City and HUD and regarding the administration and audit of this Agreement, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the City and/or HUD.

E. Contract Monitor/Performance Measures

The City shall monitor the performance of the Sub-recipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR

200.332, to ensure Sub-recipient's compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 days after being notified by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

The contract monitor for Sub-Recipient on this Agreement is the City through the Director of the Office Community Development, or the Director's designee.

The performance measures for this Agreement shall include the successful performance and completion of Sub-Recipient's obligations as provided in this Agreement and any attachments. Sub-Recipient shall submit project progress reports to the City on a schedule and in a format provided by the City. Sub-Recipient shall be responsible for providing the City with any additional project progress and beneficiary data as required by federal and state law.

Reporting requirements may require Sub-Recipient to obtain data from recipients of the Grant Funds, funds from Sub-Recipient's Program Income Fund and transferees of parcels of the Property. It shall be Sub-Recipient's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

If the Sub-recipient: 1) fails to perform according to the Agreement, 2) breaches the Agreement, or 3) does not comply with Federal Regulations governing CDBG-assisted projects, the City will notify the Sub-recipient. If there is a continued lack of performance or lack of curing of breach or non-compliance after notification and a reasonable time period to cure (as determined by the City in the given instance), then the City may declare the Sub-recipient in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Sub-recipient for any increase in costs and other damages sustained by the City. Furthermore, the Sub-recipient acknowledges its obligation to repay the City the CDBG funds that are identified with the period of noncompliance. The Sub-recipient acknowledges that the amount of repayment are not necessarily commensurate with the period of non-compliance, and amount repayment could be up to the total amount of compensation disbursed.

F. Duplication of Benefits

Duplication of Benefits is prohibited. If Sub-Recipient is eligible or becomes eligible to receive funding for the same costs covered under this Agreement, Sub-Recipient agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the City for the funding under this Agreement.

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

ARTICLE II - PAYMENT PROCESS

A. ELIGIBLE EXPENSES

1. The Sub-Recipient shall establish the Sub-Recipient's Program Income Fund at a financial institution agreed to by the City.

2. The Sub-Recipient is required to submit to the City through the Office of Community Development's Director of Administrative Support, or designee, draw request reports for approval of Eligible Expenses payable under this Agreement. Draw requests must include a report which details the following: i) copy of the invoice for payment ii) program income report; iii) copy of transfers made during reporting period; iv) report of the expenditures; and v) tracking with the budget line items. Upon the Office of Community Development's Director of Administrative Support or designee's review and approval of the draw request(s), Sub-Recipient shall be provided by said reviewer with written approval of the draw request(s) or said reviewer shall authorize the OCD to release funds to Sub-Recipient provided for under the OCD/LLT/City/Sub-Recipient CEA for Eligible Expenses or other Eligible Activities. Draw requests or any portion of a draw request that are not approved shall be returned to Sub-Recipient for further processing. However, if there is a portion(s) of the draw request(s) that can be paid, the City shall authorize the withdrawal of the approved portion by Sub-Recipient instead of rejecting the draw request(s) in its entirety.

3. Indirect costs are reimbursable under this Agreement, but only to the extent such costs are incurred pursuant to an approved indirect cost allocation plan conforming to the requirements of 2 CFR Part 200, Subpart E, "Cost Principles" in addition to any other applicable requirements by 2 CFR Part 200. Travel expenses may be paid under this Agreement.

4. Upon termination of this Agreement, the Sub-Recipient shall continue to have the right to submit draw requests for expenses incurred during the term of this Agreement, and said draw requests may be approved to the extent that such draw requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

B. ADMINISTRATIVE AND PROGRAM DELIVERY COSTS

1. As a prerequisite to payment, the Sub-Recipient shall submit invoices and supporting documentation for administrative and program delivery costs to the City within forty-five days following the reporting month associated with the draw request.

**ARTICLE III -- TERM OF AGREEMENT;
TERMINATION OR SUSPENSION OF AGREEMENT**

A. Term

This Agreement shall have a term of one year beginning on the Effective Date.

Notwithstanding the foregoing, termination or suspension of this Agreement under any of the provisions contained in this Agreement shall not alter or diminish the Sub-Recipient's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Sub-Recipient's obligations that survive the termination of this Agreement.

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

B. Termination/Suspension for Cause

The City may, after giving 30-day written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if Sub-Recipient materially fails to comply with any terms of this Agreement, which shall include, but not be limited, to the following:

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

If, through any cause, the Sub-Recipient shall otherwise fail to fulfill in a timely and proper

manner, its obligations under this Agreement, or if the Sub-Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Recipient of such termination and specifying the effective date thereof, at least thirty days prior to the effective date of said termination.

C. Termination for Convenience

The City may terminate the Agreement in whole or in part at any time by giving at least thirty days prior written notice to Sub-Recipient.

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

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the City to fulfill the requirements of this Agreement.

Failure of the appropriate authorities to approve and provide an adequate budget to the City for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. The Sub-Recipient shall be paid for all authorized services properly performed prior to termination.

The Parties acknowledge that the Sub-Recipient's capacity and ability to maintain the ownership of the Property is subject to the funds available in the program budget for this endeavor.

In the event adequate funds are not provided for this endeavor, the Sub-Recipient will submit a plan to the City for the proposed disposition of the Property. Sub-Recipient may not dispose of the Property without obtaining prior authority from the City; however, the City will not unreasonably withhold said approval.

E. Sub-Recipient's Program Income Fund Upon Termination

In the event that this Agreement is terminated pursuant to any of the provisions contained in Section IV(B), Section IV(C) or Section IV(D), all funds contained in Sub-Recipient's Program Income Fund shall be returned to the City.

F. Remedies for Non-Compliance

If the Sub-recipient fails to comply with federal statutes, regulations or the terms and conditions of a Federal award, the HUD or the City may impose additional conditions, as

described in § 200.207 Specific conditions. If HUD or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

The Sub-Recipient shall comply with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified by 24 CFR 570.502(a).

B. Financial Management

The Sub-Recipient agrees to comply with 2 CFR 200.302 in addition to any other applicable requirements by 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200 Subpart E, "Cost Principles" in addition to any other applicable requirements by 2 CFR Part 200.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record-Keeping

1. Records to be Maintained

The Sub-Recipient shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200.333 through 200.337 in addition to any other applicable requirements by 2 CFR Part 200;
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

2. Retention of Records

The Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years from the final closeout of the grant.

3. Access to Records

The State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents shall have access to any books, documents, papers and records of the Sub-Recipient which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

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

4. Close-outs

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

5. Audits & Inspections

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

Failure of the Sub-Recipient and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the City's option, result in the withholding of future payments and/or return of funds paid under this Agreement.

The Sub-Recipient and its contractors hereby agree to have an annual audit conducted in accordance with current State policy and 2 CFR 200, Subpart F, "Audit Requirements" in addition to any other applicable requirements by 2 CFR Part 200.

D. Procurement

- 1. Compliance** – The Sub-Recipient shall conduct all procurement transactions in a manner providing for full and open competition and comply with the applicable procurement regulations. The Sub-Recipient shall provide the City with executed copies of all subcontracts along with documentation concerning the selection process. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

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2. **Procurement Standards-** Unless specified otherwise within this agreement, the Sub-Recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.317 through 200.326 in addition to any other applicable requirements by 2 CFR Part 200.

E. Taxes

The Sub-Recipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Sub-Recipient's obligation and is identified under Federal tax identification number.

ARTICLE V -- HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that: (1) Sub-Recipient does not assume the OCD's environmental responsibilities described in 24 CFR 570.604; and (2) Sub-Recipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Sub-Recipient also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Sub-Recipient agrees that it shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive

Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);

4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and
6. Certification by Sub-Recipient's contractors and each tier of subcontractors that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

B. Discrimination and Compliance Provisions

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

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

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

C. Covenant Against Contingent Fees and Conflicts of Interest

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The Sub-Recipient shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Sub-Recipient, or agents, consultant, member of the governing body of Sub-Recipient or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

The Sub-Recipient shall also comply with the current Louisiana Code of Governmental Ethics, as applicable.

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

The work to be performed under this 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 directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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.

Sub-Recipient agrees to send to each labor organization or representative of workers with which Sub-Recipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Sub-Recipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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 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).

E. Program Income

Program income, as defined by 24 CFR 570.500(a), may be retained by the Sub-Recipient and used by the Sub-Recipient according to the provisions of this Agreement. See Section I(D)(1)(b-e) above for further details.

The Sub-Recipient shall submit program income reports to the City, detailing information regarding program income with each Draw Request submittal.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment, funds in the Sub-Recipient's Program Income Fund and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. The Sub-Recipient shall transfer to the City any Grant Funds and funds in Sub-Recipient's Program Income Fund on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under the Sub-Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five years after expiration of this Agreement (or such longer period as the City deems appropriate).

If City fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. City may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with Grant Funds or funds in the Sub-Recipient's Program Income Fund is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment).

Equipment not needed by the Sub-Recipient for activities under this Agreement shall be: (a) transferred to the City for the CDBG program, or (b) retained by the Sub-Recipient after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE VI – INCORPORATED DOCUMENTS

A. **In general.** The following documents are incorporated into this Agreement:

1. Statement of Assurances, Appendix A
2. Complete Contract Package Contents, Appendix B

3. Title and Performance Measures, Appendix C
4. NORA Operating Budget, Exhibit A
5. NORA Other Eligible Activities Budget (**OEAB**) Strategic Acquisition, Exhibit B
6. NORA OEAB, Affordable Gap Financing, Exhibit C
7. NORA OEAB, Resilient Homes, Exhibit D
8. NORA OEAB, Small Business Microlending Program, Exhibit E
9. NORA OEAB Façade Renew 2.0, Exhibit F
10. NORA OEAB Orleans Housing Investment Program, Exhibit G
11. Road Home Property Program - Scope of Services, Exhibit H
12. HUD Compliance Provisions, Exhibit I.

B. Conflict. If any Appendix or Exhibit conflicts, in whole or in part, with this Agreement, the terms and conditions of the Appendix or Exhibit will control, except: 1) as provided by law, or 2) as mutually agreed upon by the Parties.

ARTICLE VII – INDEMNITY

A. In general. To the fullest extent permitted by law, the Sub-Recipient will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Sub-Recipient, its agents, subSub-Recipients, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Sub-Recipient in connection with the performance of work under this Agreement.

B. Limitation. The Sub-Recipient’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Sub-Recipient nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Sub-Recipient has an immediate and independent obligation to, at the City’s option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Sub-Recipient is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Sub-Recipient shall bear the expenses including, but not limited to, the City's reasonable attorneys’ fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE VIII – INSURANCE REQUIREMENTS

A. **In General.** Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Sub-Recipient will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Sub-Recipient's scope of work under the Agreement.

If the Sub-Recipient maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Sub-Recipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

B. **Minimum Requirements.**

1. **Workers' Compensation & Employers Liability Insurance** in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.
2. **Commercial General Liability Insurance** including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.
3. **Automobile Liability Insurance** with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.
4. **Crime Insurance** coverage to include but not limited to employee dishonesty, computer crime, misappropriation of funds, forgery, or alteration with limits of not less than the maximum amount of funds made available to the Sub-Recipient annually, by the City of New Orleans the CEA.
5. **Professional (Errors & Omission) Liability** – Sub-Recipient shall maintain, or cause to be maintained, Professional Liability (or equivalent) insurance appropriate to the Sub-Recipients profession providing coverage against claims which the Contactor shall become legally obligated to pay as damages arising out of the performance of professional services, injury and/or loss caused by error, omission, or negligent acts by its board membership. Sub-Recipient shall maintain policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall be amended to include independent Sub-Recipients and volunteers providing professional services on behalf of or at the direction of the Sub-Recipient. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any

reason during this three (3) year term, Sub-Recipient must procure and evidence full extended reporting period (ERP) coverage.

Sub-Recipients shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

C. Miscellaneous.

1. The obligations for the Sub-Recipient to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Sub-Recipient from any liability incurred as a result of their activities/operations in conjunction with the Sub-Recipients obligations and/or Scope of Work.
2. **Additional Insured Status:** The Sub-Recipient and all SubSub-Recipients (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Sub-Recipients insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Sub-Recipient shall require and verify that all SubSub-Recipients maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-Sub-Recipient liability shall be covered by the Sub-Recipient. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112. The Additional Insured box shall be marked "Y" or Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.
3. **Primary Coverage:** For any claims related to this agreement, the Sub-Recipients insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Sub-Recipients coverage.
4. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Sub-Recipient must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

5. **Waiver of Subrogation:** The Sub-Recipient and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.
6. **Notice of Cancellation:** Each insurance policy required above shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
8. **Notice:** The Sub-Recipient will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request:
9. **Copies of all policies of insurance, including all policies, forms, and endorsements:** Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.
10. **Special Risks or Circumstances:** The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE IX - GENERAL CONDITIONS

A. Independent Entity

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the Parties. The Sub-Recipient shall at all times remain an independent entity with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as the Sub-Recipient is an independent entity.

1.

C. Workers' Compensation

The Sub-Recipient shall provide workers' compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Amendments

The City or Sub-Recipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the City. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Sub-Recipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons.

If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Sub-Recipient.

F. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

G. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement.

The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

H. Counterparts

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

I. Entire Agreement

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

J. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship.

Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this section is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

K. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Civil District Court for the Parish of Orleans, State of Louisiana.

L. No Personal Liability of Individual Representatives

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

M. Delay or Omission

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

N. Contract Approvals

Neither Party shall be obligated under this Agreement until the approval of this Agreement, as evidenced through execution of this Agreement, by the City.

O. Provision Required by Law Deemed Inserted

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

P. Prohibited Activity

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

Q. Safety

The Sub-Recipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Sub-Recipient shall take or cause to be taken such additional safety and health measures as Sub-Recipient may determine to be reasonably necessary.

R. Fund Use

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

The Sub-Recipient and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

The Sub-Recipient and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. Sub-Sub-recipients

The Sub-Recipient may enter into subcontracts with third parties for the performance of any part of Sub-Recipient's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Sub-Recipient to the City for any breach in the performance of Sub-Recipient's or any sub-Sub-recipient's duties.

T. Copyright

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

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by City, and all repositories and databases compiled or used, regardless of the source of information included

therein, in connection with performance of the services contracted for herein shall become the property of the City, and shall, upon request, be returned by Sub-Recipient to the City at termination or expiration of this Agreement. Costs incurred by Sub-Recipient to compile and transfer information for return to the City shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Sub-Recipient prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Sub-Recipient.

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

U. Drug Free Workplace Compliance

The Sub-Recipient hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21.

Further, in any contracts executed by and between Sub-Recipient and any third parties funded using Grant Funds or funds from Sub-Recipient's Program Income Fund under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR part 23.500, et seq., and 48 CFR part 52.223-6.

V. Public Communication

The City and the Sub-Recipient shall coordinate all public communications regarding the activities of the Project funded under this Agreement.

W. Notices

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

such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the City:

City of New Orleans
LaToya Cantrell, Mayor
1300 Perdido Street
New Orleans, LA 70112

City Attorney

Donesia D. Turner, City Attorney
1300 Perdido Street, Suite 5E03
New Orleans, Louisiana 70112

To Sub-Recipient:

New Orleans Redevelopment Authority
Brenda M. Breaux, Executive Director
1409 Oretha Castle Haley Blvd.
New Orleans, LA 70113

X. Limitations of the City's Obligations

The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

Y. Prohibition of Financial Interest in Agreement

No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Sub-Recipient, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Sub-Recipient pursuant to this Agreement without regard to the Sub-Recipient's otherwise satisfactory performance of the Agreement.

Z. Prohibition on Political Activity

None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

AA. Cost Recovery

In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the Subrecipient shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Subrecipient fails to meet its contractual obligations.

ARTICLE X – FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Subrecipient stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

- a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Subrecipient must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Subrecipient and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XI - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

A. In General. The Sub-Recipient agrees to abide by the City Code Sections 70-456, *et seq.*, to use its best efforts to carry out all applicable requirements of the City’s DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City’s Office of Supplier Diversity (“OSD”) oversees the DBE Program and assigns a DBE Compliance Officer (“DBECO”) to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Sub-Recipient’s use of DBE subcontractors/suppliers (“DBE Entities”) through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Sub-Recipient or DBE Entities.

C. Cooperation. The Sub-Recipient shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Sub-Recipient’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Sub-Recipient shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Sub-Recipient.
 - b. The Sub-Recipient shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;

- c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Sub-Recipient does not use in accordance with the approved DBE participation submission;
- d. Any other records required by the OSD.

The Sub-Recipient is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

- 4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Sub-Recipient shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Sub-Recipient. Thereafter, “DBE Utilization” reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.
 - b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Sub-Recipient may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.
- 5. Conform to the established percentage as approved by the OSD.
 - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification. The OSD may grant a post-award modification request if:

- a. for a reason beyond the Sub-Recipient’s control, the Sub-Recipient is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Sub-Recipient must notify the OSD of the intent for removal and substitution of a certified DBE immediately

upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Sub-Recipient shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

- b. the Sub-Recipient reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Sub-Recipient shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE XII - ELECTRONIC SIGNATURE AND DELIVERY

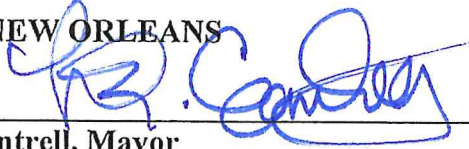
The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the Effective Date.

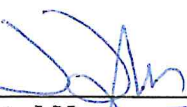
CITY OF NEW ORLEANS



LaToya Cantrell, Mayor

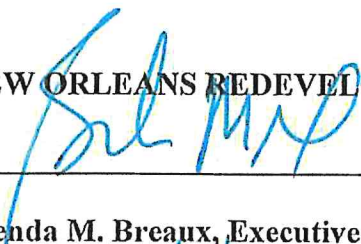
Date: 5/31/23

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Up

NEW ORLEANS REDEVELOPMENT AUTHORITY



Brenda M. Breaux, Executive Director

Date: 5/3/2023

[Appendices and Exhibits on the following pages.]

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APPENDIX A

STATEMENT OF ASSURANCES

This Subrecipient hereby assures and certifies that:

1. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program.
2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient's responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low- and moderate-income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A-122 (Cost Principles for Non-Profit Organizations); 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.

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

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

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

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

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

The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Applicant/Grantee/Subrecipient is selected but before

the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Applicant/Grantee/Subrecipient's obligations under 24 CFR part 135.

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

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

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
 - d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by

rehabilitation of “Non-Uniform Act” acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Subrecipient’s ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency’s (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
22. It will abide by and enforce the conflict-of-interest requirement set forth in 24 CFR §570.489(h).
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
 - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:
 - a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
 - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

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

NEW ORLEANS REDEVELOPMENT AUTHORITY

By: Brenda M. Breaux

Title: Executive Director

This 3rd day of May, 2023

UPDATED *APPENDIX B*

ACT OF TRANSFER

LLT#

STATE OF LOUISIANA

BE IT KNOWN that on the dates, at the places and before us, Notaries Public, duly commissioned and qualified in and for our respective jurisdictions and in the presence of the undersigned competent witnesses, in whose presence this act is passed and executed,

PERSONALLY CAME AND APPEARED:

ROAD HOME CORPORATION (TIN: xx-xxx4376), a/k/a Road Home Corporation d/b/a Louisiana Land Trust, a Louisiana non-profit corporation, created under and pursuant to the provisions of La. R.S. §40:600.61 through 40:600.68, inclusive, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose mailing address is:

11100 Mead Rd., Suite 200
Baton Rouge, Louisiana 70816

appearing herein through its undersigned agent, duly authorized by resolution adopted on _____ and recorded at Instrument Number _____ in _____ Parish, Louisiana (referred to herein as "Transferor"),

WHO DECLARES THAT, for and in consideration of the following: (1) the ongoing recovery efforts of Transferee in compliance with Community Development Block Grant Supplemental Disaster regulations; (2) Transferee's agreement to comply with Amendment Nos. 20, 57 and 61 to Louisiana's First CDBG Action Plan (Katrina/Rita) and Amendment Nos. 7, 21 and 22 to Louisiana's Second CDBG Action Plan (Katrina/Rita), as amended, supplemented, or otherwise modified (collectively referred to as the "Action Plan"); and (3) Transferee's agreement to use and maintain the property in accordance with the Environmental Review

Record pertaining to the Property prepared by the Louisiana Department of Administration, Office of Community Development; and in order to facilitate recovery efforts and the public benefits to be derived therefrom, the receipt and adequacy of which is hereby acknowledged, Transferor does hereby grant, convey, transfer, assign, set over and deliver, unconditionally and irrevocably, unto:

[NAME of ENTITY, Description Of Status], whose present mailing address is:
AddressLine1
AddressLine2

appearing herein through Name Of Appearer, as Title Of Appearer of Name Of Entity, on authority of Resolution No. _____, which was adopted on _____ and recorded on _____ at Instrument No.: _____ in _____ Parish, Louisiana (referred to herein as "Transferee")

with full warranty of title and with full substitution and subrogation in and to any and all rights and actions of warranty of title which Transferor has or may have against all preceding owners and vendors, the following described property (referred to herein as "Property"), the possession and delivery of which Transferee acknowledges:

SEE EXHIBIT "A"

[If used for single lot transfer: INSERT LEGAL DESCRIPTION HERE

The improvements bearing the municipal address of: _____]

TO HAVE AND TO HOLD the Property unto the Transferee, its successors and assigns forever. Transferee accepts the transfer herein made.

The Property is conveyed together with and shall include all buildings, other improvements, component parts, fixtures, if any, located thereon, and all rights, ways, servitudes, privileges, appurtenances and advantages thereunto belonging or anywise appertaining. Transferor also conveys all of Transferor's right, title, and interest in all public ways adjoining the Property, as a private landowner, if any. This sale is made and accepted subject to any and all existing reservations, building setback lines, servitudes, easements, rights-of-way, and zoning ordinances, land use controls imposed by public authority, building restrictions, all mineral servitudes and mineral leases, subdivision ordinances, subdivision covenants, conditions and restrictions that may appear of record or on the Property and other land use controls imposed by a public authority, liens for public improvements and public safety, all shortages in area, encroachments or overlaps in boundaries or the fact that any portion of the property lies within a road or roadway, and all other matters which would be shown by a current, on the ground, survey of the Property.

Transferor, for itself and its successors and assigns, expressly reserves and retains all right, title and interest in and to all of the oil, gas, and other minerals and mineral rights in, on, or under the Property, if any. Transferor expressly waives the right to use the surface of the Property in

connection with the exercise of the mineral reservation herein created, Transferor reserving the right to extract minerals from the Property only by means of directional drilling from other properties or by pooling or unitization of the Property with other tracts.

To the extent that the Property may be determined to have been transferred for less than one-half of its market value, Transferor agrees that this transfer shall be construed as a donation.

COMMUNITY DEVELOPMENT BLOCK GRANT AND ACTION PLAN

The Property is located in a slum and blight area, designated in accordance with Community Development Block Grant program regulations, 24 CFR 570.208(b), by the Louisiana Department of Administration, Office of Community Development, and in accordance with guidance issued to the Louisiana Office of Community Development by the U.S. Department of Housing and Urban Development on April 21, 2008. Transferee acknowledges and reaffirms its commitment to comply with the Action Plan and with Community Development Block Grant Supplemental Disaster rules and regulations. Transferor acknowledges that Transferee's commitment to use the property in accordance with the Action Plan provides a public benefit that supports Transferor's mission and purposes, as described in La. R.S. §40:600.61 through 600:68, inclusive.

DISCLAIMERS, WAIVERS, RELEASES, ENVIRONMENTAL MATTERS, LEAD WARNING

The Property is being transferred and Transferee takes the Property "AS IS" AND "WHERE IS", with all defects and vices whether latent or apparent, known or unknown. Transferee has had full, complete and unlimited access to the Property herein conveyed for all tests and inspections which Transferee, in Transferee's sole discretion, deems sufficiently diligent for the protection of Transferee's interest. Except as provided herein, Transferee acknowledges that Transferor has made no representations or warranties as to zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history, governmental approvals and regulations, or any other representations or warranties, express or implied, with respect to the Property or any other matter or thing relating to or affecting the Property, and that Transferee is not relying on the accuracy of any information or documents previously furnished to Transferee by Transferor or any prior owners of the Property.

Transferee releases Transferor from any liability that may arise from Transferor's actual or constructive knowledge of Transferee's intended use of the property or from Transferor's actual or constructive knowledge of the condition of the property.

Transferee further acknowledges that although Transferor may know or have reason to know of the particular use Transferee intends for the Property, or Transferee's particular purpose for buying the Property. Transferee releases Transferor from any liability that may arise from Transferor's actual or constructive knowledge of Transferee's intended use of the property, or from Transferor's actual or constructive knowledge of the condition of the property. Transferee is not relying on Transferor's skill or judgment in selecting the Property. Accordingly, Transferor makes no warranty or representation that the Property is fit for Transferee's intended use or his particular purpose and Transferee waives any such warranty to which it might be entitled under

La. C.C. Art. 2524 and Transferee further waives any warranty to which it might be entitled under said Art. 2524 that the Property be reasonably fit for its ordinary use.

Implied warranties with respect to the Property, as to the fitness thereof for a particular purpose, zoning, or other regulatory matters, are hereby disclaimed by Transferor and expressly waived by Transferee. Transferee shall have no right or cause of action against Transferor to assert in any controversy, claim, demand or litigation arising from or in connection with the Property as to these matters. Further, Transferor does not warrant that the Property is free from hidden, redhibitory or latent defects or vices or that the Property is fit for the use intended by the Transferee, and Transferee hereby releases Transferor from any liability for, and expressly waives all rights in redhibition pursuant to La. C.C. Arts. 2520 through 2548. Warranties against hidden or redhibitory defects in the Property, and the warranty that the Property is fit for its intended use, each of which would otherwise be imposed upon Transferor by La. C.C. Art. 2475 are hereby disclaimed by Transferor and expressly waived by Transferee. Purchaser releases Seller from any liability that may arise from Seller's actual or constructive knowledge of Purchaser's intended use of the property, or from Seller's actual or constructive knowledge of the condition of the property.

The waiver of warranties contained herein have been called to the attention of and explained to Transferee, as acknowledged by its signature,

Transferee acknowledges receipt of an Environmental Disclosure previously provided by Transferor. Transferee agrees to accept the Property subject to any and all conditions disclosed in that document, and to comply with all restrictions and conditions as to the use of the Property indicated in that document.

Transferee hereby releases Transferor from any claims, demands liabilities, costs or suits under or pursuant to 42 U.S.C. § 6991 et seq., 42 U.S.C. § 9601 et seq., and La. R.S. § 30:2001 et seq., together with any and all claims, demands suits or litigation under any other applicable laws, statutes, ordinances, rules and regulations, as the same may from time to time be amended, relating to any contamination on, in or under the Property, and from Hazardous Substances (as hereinafter defined) liabilities of whatsoever kind or nature, including without limitation all foreseeable and unforeseeable damages of any kind or nature and the cost of any required or necessary investigation, study, repair, clean-up detoxification, under any laws, statutes, rules and regulations (including but not limited to LAC 33: Part XI), ordinance or decree. Transferee further agrees to comply with all such laws, statutes, ordinances, rules and regulations, and to comply with any orders, decrees or judgments based thereon.

For purposes of Transferee's release of Transferor, Hazardous Substances ("Hazardous Substances") means (a) any chemicals, materials, elements or compounds or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "hazardous air pollutants," "pollutants," "contaminants," "toxic chemicals," "petroleum or petroleum products," "toxics," "hazardous chemicals," "extremely hazardous substances," "pesticides" or related materials, as now, in the past, or hereafter defined in any applicable environmental laws; (b) any petroleum or petroleum products (including but not limited to gasoline and fuel additives including MTBE and other oxygenates, typically added to gasoline or their degradation products), natural or synthetic gas, radioactive materials, asbestos-

containing materials, urea formaldehyde foam insulation, and radon; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority.

If the Property has any structure present on it at the time of transfer, Transferee hereby acknowledges that the structure is not a habitable dwelling. Transferor declares that it does not consider any structure present on the property to be "housing," and that significant rehabilitation would be required before any such structure could be made available for occupancy as housing. Although Transferor does not have specific information on the age of any structure that may be on the property, any such structure may have been built prior to 1978, and as such, may present exposure to lead from lead-based paint. Unless Transferor has expressly provided site-specific information to the Transferee stating otherwise, Transferor has no knowledge of lead-based paint and/or lead-based paint hazards in housing that may be located on the property, nor does Transferor have reports or records pertaining to lead-based paint and/or lead-based paint hazards in housing that may have been located on the Property. However, out of an abundance of caution, Transferor furnishes the following warning from the Residential Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The United States Environmental Protection Agency has published an informational pamphlet entitled "Protect Your Family from Lead in Your Home." If any structure is located on the Property Transferee acknowledges that a copy of that pamphlet has been made available to Transferee, and is at <http://www.epa.gov/lead/pubs/leadpdf.pdf>.

Unless a period of at least ten (10) days prior to closing has previously been made available to Transferee for inspection of any structure that may be on the Property at the time of transfer, Transferee shall have ten (10) days from the date of this Act of Transfer to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Transferee may rescind this transfer at any time during that period in the event Transferee discovers the presence of lead-based paint and/or lead-based paint hazards.

OTHER MATTERS

Covenant as to Flood Insurance: If the Property is located in a Special Flood Hazard Area under the applicable Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map or is located within an area for which an Advisory Base Flood Elevation has been issued by FEMA and remains in effect, any dwelling on any part of the Property shall be insured under a policy of

flood insurance with limits equal to or exceeding the lesser of (a) the full insurable value, as determined by the property insurer; or (b) the maximum amount of flood insurance coverage available under the National Flood Insurance Program, to the extent coverage can be obtained under the National Flood Insurance Program. Transferee understands that failure to maintain flood insurance means that, in the event of a future disaster, Transferee may not be eligible for federal disaster relief assistance for repair, replacement, or restoration of damage due to flooding as provided for in 42 U.S.C. § 5154a. Transferee must notify subsequent transferees of the requirement to maintain flood insurance by including flood insurance notification language in subsequent written conveyance instruments. This Covenant as to Flood Insurance shall run with the Property in perpetuity or, alternatively, for the maximum period permitted by law, and may be enforced by Transferor, any of Transferor's successors in title, or by FEMA.

Transferor expressly waives and renounces vendor's lien, privilege, mortgage, resolatory condition or right of rescission that may be deemed to have been created by the provisions of this Act of Transfer, reserving however the right to enforce covenants herein which run with the land, and expressly waives and renounces any right to rescind or dissolve the transfer of the Property conveyed to Transferee on account of the non-fulfillment of any of the Transferee's obligations hereunder, under the Action Plan, or under CDBG Supplemental Disaster regulations and procedures; and further warrants that third parties may deal with Transferee free and clear of any vendor's lien, privilege, mortgage, resolatory condition or right of rescission. Transferor stipulates that La. R.S. 41:1338(A)(I), which relates to a public entity offering to sell property to a grantor prior to disposition to a third party, shall not apply to this Act of Transfer.

Transferor and Transferee expressly acknowledge that Transferor is a nonprofit corporation and is exempt from the assessment or payment of ad valorem taxes assessed or bearing against the Property during the period of Transferor's ownership thereof. This exemption is recognized in a cooperative endeavor agreement with the governing authority of the parish in which the Property is located. It is further acknowledged by the parties that, as a result thereof, no monetary proration of any ad valorem taxes has been made in connection with this act and that Transferee hereby relieves me, Notary, Transferor, the Title Insurance Company insuring the title to the Property in favor of Transferee, and any person engaged by or on behalf of LLT to perform title examination or closing services in connection with this transfer, for any liability therefore.

Notwithstanding Transferor's tax-exempt status, Transferor declares and Transferee acknowledges that outstanding taxes on the Property may appear on the records of local authorities responsible for tax assessment and collection. The Property is transferred subject to any outstanding taxes, and Transferee assumes responsibility for paying, appealing, or otherwise resolving any such tax liability. To the extent necessary for Transferee to take such actions, Transferor hereby assigns its rights to do so to Transferee. Transferee's responsibility in this regard extends to any tax obligation bearing against the property, regardless of whether it arises before, during, or after Transferor's period of ownership. To the extent that any taxes may be determined to be due, such taxes shall be deemed to have been prorated as of the date of this sale between Transferor and Transferee, and such proration is final between Transferor and Transferee, and Transferee shall be obligated to pay any such taxes determined to be due. Further, Transferee agrees that any ad valorem taxes assessed against the Property for any period accruing from and after the date hereof shall be the sole responsibility of Transferee.

Transferee will be responsible for providing the tax assessor for the Parish where the immovable property is located with the address where property tax and assessment notices are to be mailed. As of the date of this sale, such notices should be sent to Transferee's mailing address as shown on page one of this Act of Transfer.

The parties hereto waive the production of all mortgages and conveyance certificates and all other necessary certificates and researches, and agree to release and relieve me, Notary, from all responsibility and liability in connection with the non-production thereof. All parties signing within this instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed will inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and Transferee, their successors and assigns, shall have and hold the Property in full ownership forever.

THUS DONE, PASSED, AND SIGNED in multiple originals, on this ____ day of _____, 2013, at _____, Louisiana, by the undersigned, in the presence of me, Notary and the undersigned competent witnesses who hereunto sign our names with the undersigned, after reading of the whole.

TRANSFEROR:

ROAD HOME CORPORATION,

a/k/a Road Home Corporation

d/b/a LOUISIANA LAND TRUST,

a Louisiana non-profit corporation

Witness: _____

Print Name: _____

By: _____

Print Name: _____

Witness: _____

Title: _____

Print Name: _____

Notary Public

Printed Name: _____

Notary or Bar Roll No. _____ **Parish, Louisiana**

My Commission Expires: _____

UPDATED EXHIBIT A

**NEW ORLEANS REDEVELOPMENT AUTHORITY
October 1, 2022-September 30, 2023 - OPERATING BUDGET
MANAGEMENT COSTS OF TRANSFERRED PROPERTY**

ACTIVITY	GRANT FUNDS
LINE ITEM	
Program Delivery Services Indirect Cost	\$303,177
Administrative Services Indirect Cost	\$211,799
Rental of Land & Buildings	\$70,000
Rental Equipment & Vehicles	\$5,000
Utilities, Travel and Supplies	\$30,000
TOTAL ADMINISTRATIVE COST	\$619,976
Program Delivery Salaries & Wages	\$779,261
Administrative Personnel Salaries & Wages	\$525,506
Vehicle Lease & Expense	\$40,000
Insurance Other than Employee Benefits	\$115,531
Professional & Technical Services	\$145,471
Lawn Care	\$658,303
Emergency Stabilization	\$50,000
Lot Stabilization	\$68,452
Settlement Cost	\$7,500
TOTAL PROGRAM DELIVERY COST	\$2,390,024
CONTINGENCY FUND	\$90,000
TOTAL	\$3,100,000.00

UPDATED EXHIBIT B

**NEW ORLEANS REDEVELOPMENT AUTHORITY
October 1, 2022-September 30, 2023 - OTHER ELIGIBLE ACTIVITIES BUDGET
STRATEGIC ACQUISITION**

PROGRAM INCOME FUNDS	PROGRAM INCOME FUNDS
OPERATIONS (PROJECT #A36P-00002)	
TOTAL OPERATIONS COST	\$366,418
ACQUISITION (Project #I36P-00005)	
TOTAL ACQUISITION COST	\$443,670
DISPOSITION.MAINTENANCE (H36P-00002)	
TOTAL PREDEVELOPMENT	\$46,748
TOTAL	\$856,835

UPDATED EXHIBIT C

**NEW ORLEANS REDEVELOPMENT AUTHORITY
October 1, 2022-September 30, 2023 – OTHER ELIGIBLE ACTIVITIES BUDGET
AFFORDABLE GAP FINANCING**

ACTIVITY	PARISH HELD PROGRAM INCOME
Residential Construction – Rental Housing (Includes Hard Costs only)	\$1,275,000
Project Delivery Including ERR and Project Management	\$111,339
Administration (5%)	\$62,921
TOTAL	\$1,449,260

UPDATED EXHIBIT D

**NEW ORLEANS REDEVELOPMENT AUTHORITY
October 1, 2022-September 30, 2023 – OTHER ELIGIBLE ACTIVITIES BUDGET
RESILIENT HOMES**

ACTIVITY	PARISH HELD PROGRAM INCOME
Residential Construction-Resilient Homes	\$1,123,500
Architectural and Engineering Services	\$65,555
ERR and Professional Services	\$16,401
Project Delivery and Indirect Costs	\$158,420
Administration and Indirect Costs	\$64,143
TOTAL	\$1,428,019

UPDATED EXHIBIT E

**NEW ORLEANS REDEVELOPMENT AUTHORITY
October 1, 2022-September 30, 2023 – OTHER ELIGIBLE ACTIVITIES BUDGET
SMALL BUSINESS MICROLENDING PROGRAM**

ACTIVITY	PARISH HELD PROGRAM INCOME
Program Cost	\$1,125,000
Professional and Technical Services, including ERR	\$76,575
Administration and Indirect Cost	\$75,000
Program Delivery and Indirect Costs	\$223,425
TOTAL	\$1,500,000

UPDATED EXHIBIT F
NEW ORLEANS REDEVELOPMENT AUTHORITY
October 1, 2022-September 30, 2023 – OTHER ELIGIBLE ACTIVITIES BUDGET
FAÇADE RENEW 2.0

ACTIVITY	PARISH HELD PROGRAM INCOME
Façade Improvement Grants	\$860,130
Program Delivery	\$21,403
Program Administration	\$60,662
Professional Services	\$14,750
Environmental Clearance	\$95,310
Public Outreach	\$26,250
TOTAL	\$1,078,505

UPDATED EXHIBIT G
NEW ORLEANS REDEVELOPMENT AUTHORITY
October 1, 2022-September 30, 2023 - OTHER ELIGIBLE ACTIVITIES BUDGET
ORLEANS HOUSING INVESTMENT PROGRAM (O-HIP) PARISH HELD PROGRAM
INCOME

ACTIVITY	PARISH HELD PROGRAM INCOME
Program Delivery Including Professional/Technical Services	\$958,273
Program Administration	\$445,015
Residential Construction	\$3,394,940
ERR	\$24,827
TOTAL	\$4,823,055

UPDATED EXHIBIT I
HUD COMPLIANCE PROVISIONS
FOR
SUB-RECIPIENT
AGREEMENTS AND PROFESSIONAL SERVICES CONTRACTS

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48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts exceeding \$10,000)

During the performance of this contract, the Sub-recipient agrees as follows:

- A. The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Sub-recipient 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 Sub-recipient 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 Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Sub-recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. The Sub-recipient 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' representatives of the Sub-recipient's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Sub-recipient 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 Sub-recipient 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 Sub-recipient'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 Sub-recipient 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 Sub-recipient 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 Sub-recipient or vendor. The Sub-recipient 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 Sub-recipient becomes involved in, or is threatened with, litigation with a Sub-recipient or vendor as a result of such direction by the Department, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**
(applicable to contracts and subcontracts exceeding \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. When the Sub-recipient, or any sub-recipient, at any time, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Sub-recipient is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Sub-recipients must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Sub-recipient or Sub-recipient participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Sub-recipients or sub-recipients toward a goal in an approved Plan does not excuse any covered Sub-recipient's or sub-recipient's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Sub-recipient shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Sub-recipient

should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Sub-recipients performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Sub-recipient is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Sub-recipient has a collective bargaining agreement, to refer either minorities or women shall excuse the Sub-recipient's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Sub-recipient during the training period, and the Sub-recipient must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Sub-recipient shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Sub-recipient's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Sub-recipient shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Sub-recipient's employees are assigned to work. The Sub-recipient, where possible, will assign two or more women to each construction project. The Sub-recipient shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Sub-recipient's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Sub-recipient or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such

individual was sent to the union hiring hall for referral and was not referred back to the Sub-recipient by the union or, if referred, not employed by the Sub-recipient, this shall be documented in the file with the reason therefore, along with whatever additional actions the Sub-recipient may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the Sub-recipient has a collective bargaining agreement have not referred to the Sub-recipient a minority person or woman sent by the Sub-recipient, or when the Sub-recipient has other information that the union referral process has impeded the Sub-recipient's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Sub-recipient's employment needs, especially those programs funded or approved by the Department of Labor. The Sub-recipient shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the Sub-recipient's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Sub-recipient in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Sub-recipient's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Sub-recipient's EEO policy with other Sub-recipients and Sub-recipients with whom the Sub-recipient does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Sub-recipient's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Sub-recipient shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Sub-recipient's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60 3.
- (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Sub-recipient's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Sub-recipients and suppliers, including circulation of solicitation to minority and female Sub-recipient associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Sub-recipient's EEO policies and affirmative action obligations.

H. Sub-recipients are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a Sub-recipient association, joint Sub-recipient-union, Sub-recipient-community, or other similar group of which the Sub-recipient is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Sub-recipient actively participates

in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Sub-recipient's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Sub-recipient. The obligation shall not be a defense for the Sub-recipient's non-compliance.

- I. A single goal for minorities and a separate single goal for women has been established. The Sub-recipient, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Sub-recipient may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Sub-recipient has achieved its goals for women generally, the Sub-recipient may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. The Sub-recipient shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- K. The Sub-recipient shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
- L. The Sub-recipient shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
- M. The Sub-recipient, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Sub-recipient fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.
- N. The Sub-recipient shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Sub-recipients shall not be required to maintain separate records.

- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**
(applicable to contracts and subcontracts exceeding \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Sub-recipient's aggregate workforce in each trade on all construction work in the covered area are applicable to all the Sub-recipient's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Sub-recipient performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Sub-recipient also is subject to the goals for both its federally involved and non-federally involved construction. The Sub-recipient's compliance with the Executive Order and the regulations in 41 CFR Part 60 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Sub-recipient shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Sub-recipient to Sub-recipient or from project to project for the sole purpose of meeting the Sub-recipient's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60 4. Compliance with the goals will be measured against the total work hours performed.

- C. The Sub-recipient shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-recipient; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.
- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. **CERTIFICATION OF NON-SEGREGATED FACILITIES**
(applicable to contracts and subcontracts exceeding \$10,000)

By the submission of this bid, the bidder, offeror, applicant or Sub-recipient 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 that 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 Sub-recipient 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 wash 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, sexual orientation, gender identity, 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 sub-recipients prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub-recipients (except where proposed sub-recipients have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Sub-recipient 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 federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Sub-recipient 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.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**
(applicable to projects with more than \$200,000 in funding from housing and community development financial assistance programs, or more than \$100,000 in assistance from Lead Hazard Control and Healthy Homes programs)

Title 24 Part 75 of the Code of Federal Regulations establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

A. ***Employment and Training***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

B. ***Contracting***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

C. ***Contract Provisions***

(1) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(2) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

8. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts exceeding \$10,000)

- A. The Sub-recipient 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 applicant for employment is otherwise qualified. The Sub-recipient 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 for training, including apprenticeship.
- B. The Sub-recipient 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 Sub-recipient'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 Sub-recipient 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 Sub-recipient'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 Sub-recipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Sub-recipient 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 Sub-recipient 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 Sub-recipient or vendor. The Sub-recipient 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.

9. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Sub-recipient 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.

10. **AGE DISCRIMINATION ACT OF 1975**

The Sub-recipient 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.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
(applicable to contracts and subcontracts exceeding \$100,000)

The Sub-recipient and all sub-recipients shall comply with the requirements of the Clean Air Act, as amended, 42 USC 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 Sub-recipients and sub-recipients shall furnish to the owner, the following:

- A. A stipulation by the Sub-recipient or sub-recipients, 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 Sub-recipient 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 there under.
- 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 Sub-recipient 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 Sub-recipient will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Sub-recipient and sub-recipients shall comply with the provisions for the elimination of lead-based paint hazards under Subpart

B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Sub-recipient shall observe all local, state and federal laws in purchasing and handling explosives. The Sub-recipient shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Sub-recipient shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Sub-recipient or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Sub-recipient shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Sub-recipient fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Sub-recipient. Such action by the Owner does not relieve the Sub-recipient of any liability incurred under these specifications or contract.

13. 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 contain, 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 and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for

acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. 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 Sub-recipient which are directly pertinent to this specific contract, for the purpose of audits, examinations, 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.

15. 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.

16. REPORTING REQUIREMENTS

The Sub-recipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. 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 Sub-recipient 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 there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**18. 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 Sub-recipient agrees as follows:

- A. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient 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, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Sub-recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Sub-recipients shall incorporate foregoing requirements in all subcontracts.

19. **PATENTS**

- A. The Sub-recipient 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 Sub-recipient.
- C. If the Sub-recipient 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. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Sub-recipient 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 materials 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.

20. **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 Sub-recipient for copy-right 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.

21. **TERMINATION FOR CAUSE**

If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-recipient under this contract shall, at the option of the Owner, become the Owner's property and the Sub-recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Sub-recipient, and the Owner may withhold any payments to the Sub-recipient for the purpose of set-off until such time as the exact amount of damages due the Owner from the Sub-recipient is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Sub-recipient. If the contract is terminated by the Owner as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Sub-recipient 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 Act (Public Law 94-163).

24. SUBCONTRACTS

- A. The Sub-recipient shall not enter into any subcontract with any contractor 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 Sub-recipient shall be as fully responsible to the Owner for the acts and omissions of the Sub-recipient's sub-recipients, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Sub-recipient.
- C. The Sub-recipient shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind contractor to the Sub-recipient by the terms of the contract documents insofar as applicable to the work of sub-recipients and to give the Sub-recipient the same power as regards terminating any subcontract that the Owner may exercise over the Sub-recipient under any provision of the contract documents.

- D. Nothing contained in this contract shall create any contractual relation between any Sub-recipient and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Sub-recipient represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 200.213 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Sub-recipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Sub-recipient shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Sub-recipient or the Sub-recipient's sub-recipients 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.

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

29. CHANGES

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

30. **PERSONNEL**

The Sub-recipient 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 Sub-recipient 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 on work under this Contract.

31. **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 Sub-recipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the sub-recipients with such regulations, and shall be responsible for the submission of affidavits required of sub-recipients there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. **ASSIGNABILITY**

The Sub-recipient 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 Sub-recipient 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 or transfer shall be furnished promptly to the Owner.

33. **INTEREST OF SUB-RECIPIENT**

The Sub-recipient 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 Sub-recipient further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. **POLITICAL ACTIVITY**

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

35. **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 2 CFR 200, as they relate to the use of Federal funds under this contract.

36. **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 applicant for participation in such program because of political affiliation or beliefs.

37. **CONFIDENTIAL FINDINGS**

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

38. **LOBBYING**

The Sub-recipient 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 Sub-recipient, 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 Sub-recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. **FEDERAL LABOR STANDARDS PROVISIONS**

The Sub-recipient shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Sub-recipient and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Sub-recipient and its sub-recipients at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Sub-recipient and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the

action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Sub-recipient, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Sub-recipient shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Sub-recipient does not make payments to a trustee or other third person, the Sub-recipient may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Sub-recipient, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Sub-recipient to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Sub-recipient under this contract or any other Federal contract with the same prime Sub-recipient, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Sub-recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Sub-recipient or any contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Sub-recipient, disburse such

amounts withheld for and on account of the Sub-recipient or Sub-recipient to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the Sub-recipient during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Sub-recipient shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Sub-recipients employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Sub-recipient shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Sub-recipient will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Sub-recipient is responsible for the submission of copies of payrolls by all sub-recipients. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Sub-recipient or Sub-recipient or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Sub-recipient or Sub-recipient to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Sub-recipient or contractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Sub-recipient or Sub-recipient fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Sub-recipient as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Sub-recipient is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-recipient's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Sub-recipient will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Sub-recipient will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Sub-recipient shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The Sub-recipient or Sub-recipient will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for the compliance by any Sub-recipient or lower tier Sub-recipient with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Sub-recipient and a Sub-recipient as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Sub-recipient (or any of its sub-recipients) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the Sub-recipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Sub-recipient's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Sub-recipient or any contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Sub-recipient or Sub-recipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Sub-recipient and any Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such Sub-recipient and Sub-recipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Sub-recipient or contractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Sub-recipient such sums as may be determined to be necessary to satisfy any liabilities of such Sub-recipient or contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Sub-recipient or contractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for compliance by any Sub-recipient or lower tier contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Sub-recipient shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Sub-recipient shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each sub-recipient. The Sub-recipient shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

40. SOLID WASTE DISPOSAL ACT

The Grantee shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements listed below include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 containing the highest percentage of recovered materials, practicable, consistent with maintaining a satisfactory level of competition.

Applicability.(a)(1) This guideline applies to all procurement actions using federal funding and involving items designated by EPA in this part, where the purchase price of the item exceeds \$10,000, the value of the quantity acquired by the preceding fiscal year exceeds \$10,000. This guideline shall require that all solid waste management services procurements are conducted in a manner that maximizes energy and resource recovery. (2) This guideline applies to any public agency using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts. (3) The \$10,000 threshold applies to public agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency or purchases made directly by any person (e.g., a contractor) in support of work being performed for a procuring agency using federal funds

(2) Any purchases of designated items made "indirectly" by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

41. CONFIDENTIALITY

The Sub-Recipient shall comply with the Confidentiality regulations, per 24 CFR 574.440. Per 24 CFR 574.440, "the grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance." The Sub-recipient shall ensure all documentation and written agreements protect the confidentiality of all individuals/agencies funded or receiving any assistance under this grant.

42. REPAYMENT OF FUNDS

Sub-recipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings by HUD may be challenged pursuant to Federal regulations, however, Sub-recipient shall promptly return to Grantee any and all funds that are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compliance, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. DUPLICATION OF BENEFITS

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5155). The Subrecipient must comply with HUD's requirements for duplication of benefits imposed by Federal Register notice on the City (81 Fed. Reg. 36564). The Federal Register notice requires compliance with the following HUD guidance documents: (1) the guidance published by HUD in the Federal Register on November 16, 2011 (76 Fed. Reg. 71060); and (2) the guidance document entitled "HUD Guidance on Duplication of Benefit Requirements and Provision of CDBG Disaster Recover (DR) Assistance," issued on July 25, 2013.

44. LIMITED ENGLISH PROFICIENCY (LEP)

Assistance to Those with Limited English Proficiency. The Subrecipient agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

46. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

47. PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 CFR § 200.323

48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 2 CFR § 200.216.

49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as

polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and
lumber. 2 CFR § 200.322.

