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June 13, 2025

Ms. Cheryl Breaux  
Community Planning and Development  
Dept. of Housing and Urban Development  
New Orleans Field Office  
Hale Boggs Federal Building  
500 Poydras Street, 9<sup>th</sup> Floor  
New Orleans, La 70130

Re: St. Tammany Parish authorization to enter  
into CDBG Program Cooperative Endeavor  
Agreements

Dear Ms. Breaux,

My Office represents St. Tammany Parish Government. Please allow this letter to serve as the opinion from an Assistant District Attorney that the terms and provisions of the Urban County Qualification for participation in Community Development Block Grant Program Cooperative Endeavor Agreement for Fiscal Years 2026-2028 between the Parish of St. Tammany and the Town of Abita Springs, as to St. Tammany Parish, are fully authorized under state and local law, and St. Tammany Parish Government has full legal authority to adhere to and implement essential community development and housing assistance activities.

The laws applicable to the above assertion are as follows:

1. LSA-Const. Art. 6 Section 20 provides; Intergovernmental Cooperation:

“Except as otherwise provided by law, a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in

cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies.”

2. LSA-Const. Art. 7, Section 14(C) provides; Cooperative Endeavors:

“For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.”

3. LSA-R.S. 33:1236. Powers of parish governing authorities (pertinent parts):

“The police juries and other parish governing authorities shall have the following powers:

(11) To provide for the support of the poor and necessitous within their respective parishes by taxation or otherwise; the powers granted under this paragraph (11) shall include, but not be limited to the following powers:

(a) For the assistance of the unskilled poor; low income persons; disadvantaged persons; unemployed persons; students from low-income families; the chronically unemployed poor; geographic areas having large concentrations or proportions of such persons; and rural areas having substantial migration to urban areas, appropriately focused to assure that work and training opportunities are extended to the most severely disadvantaged persons who can be reasonably expected to profit from the opportunities presented, and which are supported by specific commitments of cooperation from private and public employers; by all appropriate programs, activities, means or methods including, but not limited to the following:

(x) Neighborhood organization and improvement programs;

(xiii) Housing Development and service organizations, including development of programs and services, under other federal housing legislation, for needy tenants and homeowners, but not including mortgage loans and long-term capital financing;

(xvii) Cash grant and loan assistance to poor individuals and families to meet immediate needs;

(xxi) Economic development activities;

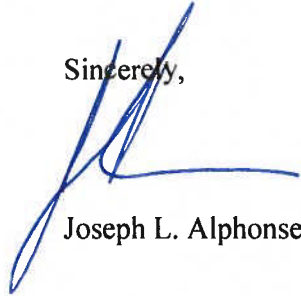
(b) To receive and administer funds from the United States under the Economic Opportunity Act of 1964 of the United States, and any amendments thereto including Public Law 90-222 of December 23, 1967; funds and contributions from private and local sources; a parish; or State of Louisiana, to be used pursuant to the purposes and provisions of this section.

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- (c) To transfer any funds received in accordance with the preceding paragraph, and in further pursuance of such purposes; to delegate appropriate powers to other agencies, and to enter into appropriate agreements and commitments with the United States and/or any of the several agencies thereof as may be necessary or appropriate in the exercise of the powers granted in this section.
- (e) To act as and perform the functions of a Community Action Agency under the terms and provisions of the Economic Opportunity Act of 1964, of the United States, and amendments thereto.”

I hope that this sufficiently answers your inquiry. Please do not hesitate to contact me should you have any questions or if you need anything further.

Sincerely,

A handwritten signature in blue ink, appearing to be 'J. Alphonse', written over the word 'Sincerely,'.

Joseph L. Alphonse

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
PARISH OF ST. TAMMANY AND THE TOWN OF ABITA SPRINGS  
(Community Block Grant and HOME Program)**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into effective on the date of full execution by both parties, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements by and among the following parties:

**THE PARISH OF ST. TAMMANY**, a political subdivision of the State of Louisiana, whose mailing address is PO BOX 628, Covington, LA 70434, herein appearing by and through Michael B. Cooper, Parish President, duly authorized by law (hereinafter referred to as "PARISH"); and

**THE TOWN OF ABITA SPRINGS**, a political subdivision of the State of Louisiana, whose mailing address is P.O. BOX 461, Abita Springs, LA 70420, represented by and through Daniel J. Curtis, Mayor, duly elected and authorized, as per law (hereinafter referred to as "TOWN").

The above captioned parties hereinafter may be collectively referred to as "Parties" and individually as "Party."

**WHEREAS**, the parties hereto have the authorization to carry out activities funded by annual Community Development Block Grant (CDBG) program and Home Investment Partnership (HOME) Program for Fiscal Years 2026-2028 and by any program income generated from the expenditure of such funds; and

**WHEREAS**, the Parties hereto, in order to obtain the benefits of the Housing and Community Development Act of 1974, as amended, do hereby enter into an Agreement to cooperate to undertake, or assist in undertaking, eligible activities

**WHEREAS**, the PARISH has developed and received approval of their Consolidated Plan, required by 24 CFR § 570.302 and 24 CFR Part 91, which covers the use of grant funds received under the CDBG and HOME Programs, and

**WHEREAS**, the PARISH has the authority to carry out the essential community development and housing activities in the unincorporated areas of St. Tammany Parish and seeks through this Agreement the authority by the TOWN to carry out essential community development and housing activities within the TOWN, and

**WHEREAS**, it is the desire of the parties that the Parish undertake activities in its role as an urban county necessary to plan and carry out or assist in carrying out the Community Development Program through the implementation of its Consolidated Plan for the benefit of residents of St. Tammany Parish in unincorporated areas and within the TOWN'S limits.

**NOW, THEREFORE**, in consideration of the mutual covenants, premises, and representations, the parties agree as follows:

1. The TOWN hereby authorizes the PARISH to submit for and receive funding under the CDBG Entitlement Program and the HOME Program from HUD for fiscal years 2026, 2027, and 2028, and all successive three-year qualification periods thereafter. The TOWN further authorizes the inclusion of the TOWN'S population for the purposes of calculating and making CDBG and HOME allocations directly to the PARISH.

**2.** The PARISH shall, at no cost to the TOWN, provide staff resources and other services necessary for planning and administering the Community Development Program.

**3.** PARISH and TOWN hereby agree that this agreement covers the CDBG Entitlement Program and where applicable, and the HOME Program.

**4.** If the TOWN participates in using CDBG and HOME funds in conjunction or partnership with the Parish, then the provisions and requirements of the HUD and CDBG programs will be followed, including 24 CFR 200 Uniform Administrative Requirements and Cost Principles for federal awards;

**5.** The TOWN and PARISH acknowledges that for the period covered by this Agreement it is ineligible to apply for grants under the State CDBG Program during this Agreement time period;

**6.** The TOWN acknowledges the PARISH will submit for and receive HOME funding from HUD. The TOWN acknowledges that it is ineligible to apply for HOME funds from the State, unless the state allows. The TOWN is prohibited to apply for HOME funds from any other sources;

**7.** The TOWN agrees to give formal responses to all St. Tammany Parish Department of Grants inquiries that relate to this Agreement as well as CDBG and HOME programming;

**8.** The PARISH agrees to solicit input for available CDBG and HOME funding for approved activities (or in support of activities) provided the TOWN agrees to comply with HUD regulations and the aforesaid provisions;

**9.** The PARISH, in collaboration with the TOWN, will develop eligible CDBG and HOME activities and projects to be carried out within the TOWN, but cannot guarantee their funding. St. Tammany Parish is responsible for submitting the Consolidated Plan and all annual Action Plans and amendments to HUD.

**10.** The PARISH shall administer CDBG and HOME activities in the TOWN unless otherwise provided under a sub-grantee Agreement as set forth in 24 CFR 570.503.

**11.** Upon notification by HUD of the Urban County 3-year Qualification Notice for the next qualification period, the PARISH will notify the TOWN in writing of its right to continue participation or not to participate. The TOWN agrees to reply timely and in writing to the PARISH if it chooses to exercise its right.

**12.** The TOWN acknowledges that pursuant to 24 CFR 570.501(b) the TOWN is subject to the same requirements as are applicable to subrecipients, including the requirement of a written set forth in 24 CFR 570.503.

**13.** The PARISH and the TOWN do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

**14.** The parties agree that the PARISH has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the TOWN as required by 24 CFR 570.501 and 570.504.

**15.** The parties do hereby mutually commit to take all actions necessary to assure compliance with the PARISH'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended. The CDBG and HOME grant will be conducted and administered by the parties in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; the Fair Housing Act, and the implementation of the regulations at 24 CFR part 100; and will comply with the obligation to affirmatively further fair housing. The parties shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and all other applicable laws.

**16.** The parties acknowledge that the PARISH is prohibited from funding activities in, or in support of, any cooperating municipality that does not affirmatively further fair housing within its own jurisdiction, or that impedes the PARISH'S actions to comply with the PARISH'S fair housing certification.

**17.** The term of this agreement shall extend through a three-year period from the date the last party hereto signs this agreement, and shall cover HUD fiscal years 2026, 2027, and 2028. This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the PARISH or the TOWN provides written notice that it elects not to participate in a new qualification period. The PARISH, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the TOWN, in writing, of its right to make such election. A copy of the PARISH'S notification to the TOWN shall be sent to the HUD Field Office, along with a copy of any written notice from the TOWN indicating its election not to participate in future qualification periods, if any.

**18.** Failure by either the PARISH or the TOWN to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

**19.** The PARISH and TOWN understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG and/or HOME funds to a Metropolitan City, Urban County/Parish, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

**20.** This agreement will remain in effect for the three-year program period of Federal Fiscal Years 2026, 2027, and 2028, and until the CDBG, HOME, and any Program Income funds are expended, and the funded activities are completed, which begins on October 1, 2025. The PARISH or the TOWN may not terminate or withdraw from the agreement while the agreement remains in effect;

21. By signing this agreement, the TOWN hereby verifies that it has adopted and is currently enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

B. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

22. Authorized Representation: Each representative herein warrants that he has the requisite authority and permission to enter, sign and bind this office.

**IN WITNESS WHERE OF**, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

**THUS DONE AND SIGNED** effective as of \_\_\_\_\_, 2025 in the presence of the undersigned witnesses.

**WITNESSES:**

**ST. TAMMANY PARISH**

\_\_\_\_\_  
  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**Michael B. Cooper**  
**Parish President**

**THUS DONE AND SIGNED** effective as of \_\_\_\_\_, 2025 in the presence of the undersigned witnesses.

**WITNESSES:**

**THE TOWN OF ABITASPRINGS**

\_\_\_\_\_  
  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**Daniel J. Curtis**  
**Mayor**