

GRANT AGREEMENT BY AND  
BETWEEN

UNITED STATES OF AMERICA

THE DIVISION OF  
ADMINISTRATION

STATE OF LOUISIANA

AND

SOURCE OF FUNDING - FY 2024  
(CFDA#14.228, HUD/State ID# B-24-DC-22-0001)

THE CITY OF WEST MONROE

TYPE OF CONTRACT - FY 2024

PARISH OF OUACHITA

FEDERAL EMPLOYER I.D. # 72-6001497

AMOUNT OF AGREEMENT - \$1,000,000.00

CDBG Format #1 (revised: 2019)

THIS AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by and between the Division of Administration, hereinafter called "Division" represented by Traci M. Watts, Office of Community Development, and the City of West Monroe, hereinafter called "Grantee" represented by Staci Albritton Mitchell, Mayor.

1. AGREEMENT WITH GRANTEE: The Division hereby agrees to enter into an agreement with the Grantee and the Grantee hereby agrees to carry out a public purpose as authorized by law and to meet the performance objectives in accordance with LCDBG/Division/applicable federal regulations. All exhibits or regulations referred to in this agreement or attached hereto are by reference made part of this agreement.

2. DURATION OF AGREEMENT: This agreement shall be for a period commencing on the date entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Grantee agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes. Such records will contain the documents as required by laws contained in Exhibit D.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Division. All such books, records and other documents shall be available at the offices of the Grantee for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the State, HUD or the Government Accountability Office under rules and regulations as prescribed by the Comptroller General of the United States. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept until the State has given authority for them to be discarded.

4. AUDITS and/or FINANCIAL REPORTS: Financial reports shall be prepared by an independent certified public accountant or the Legislative Auditor of the State of Louisiana. The financial report shall be sent within thirty (30) days after completion, but no later than six (6) months after the end of the period (R.S. 24:513A). Grantees whose total federal financial assistance during the Grantee's fiscal year meets the threshold amounts established by 2 CFR 200.501 as provided by the Single Audit Act, Title 31 U.S.C. Chapter 75 shall have either a single audit (including all required schedules) or a program-specific audit made for such fiscal year in accordance with the requirements of this chapter. Local governments and Parish governments shall prepare and furnish the auditor with all required financial information as provided by 2 CFR 200.508. However, state requirements mandate that municipalities and Parish governments must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513.

In addition, audit engagement agreements for audits of local governmental entities or for federal programs administered by such entities must be approved by the Legislative Auditor prior to commencement of the audits.

Failure to comply with all financial reporting requirements may cause suspension of payments or loss of participation in this program and reimbursement of agreement funds.

5. CHANGES: The Division may, from time to time, request changes in the program performance of the Grantee to be performed hereunder. Such changes, including an increase or decrease in the amount of the Grantee's allocation, must be incorporated as written amendments to this agreement. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION FOR CONVENIENCE: The State may terminate the Agreement at any time by giving thirty (30) days written notice to the Grantee. The Grantee shall be entitled to payment for program performance in progress, to the extent work has been performed satisfactorily.

7. TERMINATION OR SUSPENSION FOR CAUSE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this agreement, including compliance with approved programs and attached conditions, exhibits, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;
- (2) submission by the Grantee to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the grant from the U. S. Department of HUD to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the agreement or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the agreement has not been resolved by the next payment period.

The Division may also assign and transfer this agreement when required.

If the Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Grantee shall terminate the agreement by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee under this contract shall become the property of the Division. The Grantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the agreement by the Grantee and the Division may withhold any reimbursement to the Grantee for the purposes of setoff until such time as the exact amount of damages due the Division from the Grantee is agreed upon or otherwise determined. The Division may authorize the Grantee to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

8. PROHIBITION AGAINST ASSIGNMENT: Grantee shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, the claims for money due or to become due to the Grantee from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division and its Office of State Procurement (OSP).

9. LEGAL AUTHORITY: The Grantee assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Grantee legal authority to enter into this agreement, receive funds, authorized by this agreement and to carry out the public purpose of the program Grantee has obligated itself to perform under this agreement.

10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Grantee hereby binds itself, certifies, and gives its assurance that it will comply with all federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State assisted project.

The Grantee further agrees to comply with applicable laws, ordinances, and codes of the State and federal and local governments.

Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Grantee's obligation and identified under tax identification number 72-6001497.

11. DISCRIMINATION CLAUSE: Grantee assures that it is in compliance with all applicable Civil Rights Legislation and Executive Orders, both federal and State. The Grantee agrees 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, and Grantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Grantee agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved project description, with all supporting information, and time schedule as described in the grant application, (including any revisions which have been requested), Exhibits A, B, C, and D, the grant conditions and relevant LCDBG directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LCDBG Representative may require that any or all grant funds paid-out to Grantee be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this agreement

is conditioned upon approval of the environmental requirements as established by federal regulations (24 C.F.R. 58.71), and other contract conditions listed in Exhibit A.

13. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST:

The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this agreement without liability or, in its discretion, to deduct from the 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 the Grantee, or its designees, or agents, no consultant, no member of the governing body of the Grantee or the locality in which the program is situated, and no other public official of the Grantee or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project 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 Project.

However, upon written request of the Grantee, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that no undue hardship will result either to the Grantee or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Grantee which would, in any way, permit a violation of State or local law or any charter provision of the Grantee.

14. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Grantee pursuant to this agreement, the State agrees, subject to the terms and conditions set forth herein, to provide the Grantee with grant funds in the amount of \$1,000,000.00.

15. PROGRAM INCOME: Any income earned as a result of this program will either be retained by the local government or submitted to the State. If any income has or will be received as a result of this project, the Office of Community Development must be contacted for instructions and guidance.

16. FISCAL FUNDING: The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient

monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this agreement shall be resolved by the provisions of R.S. 39:1672.2 – 1672.4.

#### Incurring Cost for Project Activities

The use of grant funds is conditioned upon the Grantee incurring costs in accordance with this agreement or as otherwise approved by the State in writing. The incurring of costs to be paid out of grant funds shall be governed by the following:

- (1) No costs incurred prior to the date of authorization to incur costs may be paid out of grant funds other than approved pre-agreement costs.
- (2) After the date of authorization to incur costs but before the transmittal of the fully executed agreement and release of funds, eligible project costs, including but not limited to costs of Environmental Review Record, preparation of architectural and engineering construction drawings, and procurement of professionals may be incurred.
- (3) Except as permitted by the above, no other costs to be paid out of grant funds may be incurred by the Grantee until the following conditions are met: (a) all environmental conditions of 24 C.F.R. Part 58 have been fully satisfied and the State has issued the environmental releases required by that Part, (b) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this agreement, if any, and (c) written authorization from the State is received to draw funds.
- (4) After the Grantee has satisfied all of the environmental and other agreement conditions specified in Paragraph 12 and Exhibit A and the State has transmitted a fully executed grant agreement and released funds for the project activities, the Grantee may incur any and all eligible costs to be paid out of grant funds.
- (5) All work under the terms of this agreement must have been completed by midnight of that day occurring three years from the date of this agreement. Any work taking place more than three years after the date of this agreement, with the exception of administrative closeout procedures and audit requirements, will not be paid for out of the LCDBG funds awarded in this agreement unless this agreement has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

The amount of each requisition shall be in accordance with current LCDBG guidelines.

Unobligated funds remaining at the completion of the agreement period specified in page 1, paragraph 2 of this agreement shall revert to the State for reuse in other eligible communities.

Budget reconciliations must be submitted in accordance with LCDBG program requirements.

IN WITNESS THEREOF, the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT

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

\_\_\_\_\_  
TRACI M. WATTS  
DIRECTOR, LOCAL GOVERNMENT  
ASSISTANCE, OFFICE OF COMMUNITY  
DEVELOPMENT

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
STACI ALBRITTON MITCHELL, MAYOR  
CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, GRANT AGREEMENT CONDITIONS

GENERAL INFORMATION

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1. LCDBG GRANT AMOUNT	2. OTHER FUNDS AMOUNT
\$1,000,000.00	\$0.00

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3. MAILING ADDRESS OF GRANTEE

City of West Monroe  
2305 North 7<sup>th</sup> Street  
West Monroe, Louisiana 71291

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4. GRANTEE AUTHORIZED REPRESENTATIVE	5. PHONE
Staci Albritton Mitchell, Mayor	(318) 396-2600

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6. GRANT AGREEMENT CONDITIONS

Funds will not be released until the following items have been submitted to and approved by the State's Office of Community Development (OCD) in accordance with Program requirements within **five (5)** months of the date of authorization to incur costs. Failure on the part of the Grantee to comply with conditions may result in disallowance by the DOA of expenditures under the contract, or termination of the grant.

1. Environmental Review Record  
The Environmental Review Record must be submitted to and approved by the Office of Community Development and the Grantee must be given authority by the OCD to publish appropriate notices and to request release of grant funds.
  2. Residential Antidisplacement and Relocation Plan and Certification
  3. Performance Schedule
  4. Revisions to the application, if requested
  5. Previous audits/financial reports and financial questionnaire, if requested
  6. Project Plans and Specifications, and Final Cost Estimate (must only be submitted by five (5) month deadline)
  7. Housing Implementation Plans for Homeownership Rehab and Homebuyer Assistance
  8. Firm commitments for other project funds, if applicable
  9. Procurement procedures utilized for this project, and resolution adopting the procedures
  10. Resolution adopting the LCDBG procurement policy
  11. Evidence of OCD-LGA approval of procurement for professional services to be paid with grant funds, if applicable
  12. Any other documentation, if requested
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Exhibit B

LCDBG Line Item Budget

A.	Acquisition of Real Property (surveying costs included) 24 CFR 570.201(a)	\$	
B.	Public Works, Facilities, Site Improvements 24 CFR 570.201		
	1. Sewer	\$	
	2. Streets	\$	
	3. Water (Potable Water)	\$	
	4. Recreation 24 CFR 570.201(c)	\$	75,000.00
	5. Homeownership Assistance 24 CFR 507.201(n) Rehabilitation Loans and Grants (homeowner rehab)	\$	425,000.00
C.	24 CFR 570.202(a)	\$	400,000.00
D.	Provision of Public Services 24 CFR 570.201(e)	\$	
E.	Relocation Payments and Assistance 24 CFR 570.201(i)	\$	
F.	Economic Development	\$	
	1. Acquisition: Land Building 24 CFR 570.203(a)	\$	
	2. Infrastructure Improvements 24 CFR 570.203(a)	\$	
	3. Building Construction/Improvements 24 CFR 570.203(a)	\$	
	4. Industrial and Commercial Facilities 24 CFR 570.203(a)	\$	
	5. Inventory 24 CFR 570.203(b)	\$	
	6. Accounts Receivable 24 CFR 570.203(b)	\$	
	7. Capital Equipment 24 CFR 570.203(b)	\$	
	8. Other Fixed Assets 24 CFR 570.203(b)	\$	
	9. Other	\$	
G.	Administration 24 CFR 570.206	\$	100,000.00
	1. Pre-Agreement Costs 24 CFR 570.489(b)	\$	
	2. Public Facilities and Economic Development	\$	
	3. Other	\$	100,000.00
H.	Other	\$	
I.	Other	\$	
J.	TOTAL	\$	1,000,000.00

## EXHIBIT C

### General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended; specifically to establish a program of community development block grants as specified in Title I of the Act.
2. "Application" means the Application for Federal financial assistance provided by the LCDBG Program.
3. "Budget Reconciliation" means a report prepared to compare actual project expenditures to amounts budgeted and requested by line item.
4. "Contractor" as defined by 2 CFR 200.23 and 200.300(b), means an entity that receives a contract to purchase property or services and is procured by the Grantee in accordance with the requirements of 2 CFR 200.320 to assist the Grantee to carry out the program.
5. "Eligible Activities" means those activities of the Project to be carried out by the Grantee, or an agent or agency of the Grantee, which activities are described in Exhibit B of this contract.
6. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs (a) are not incurred in connection with any activity which, under 24 C.F.R. 570.207, as may be from time to time amended, are ineligible under the LCDBG Program, and (b) conform to the requirements of 2 CFR 200.Subpart E (Cost Principles Applicable to Grants and Agreements for Federal Awards), as may be amended.
7. "Environmental Conditions" means the conditions imposed by law, particularly 24 C.F.R. Part 58, and the provisions of this agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.
8. "Environmental Requirements" means the requirements described in 24 C.F.R. Part 58.
9. "Environmental Review Record" means all all written records " as defined at Section 58.38 of 24 C.F.R. Part 58.
10. "Final Approval Date" – The date that the agreement is fully executed, all conditions listed in Exhibits A have been satisfied and the State has issued an authorization to the Grantee to proceed with the project activities.
11. "Grantee" means an eligible "subrecipient", as defined in 2 CFR 200.93 and 200.330(a), and has received a "subaward"; as defined in 2 CFR 200.92, from OCD to carry out the public purpose of the LCDBG program. A Grantee is responsible for compliance of all Federal laws and regulations applicable to the program.
12. "Grant Funds" means those funds to be provided by the State to Grantee to carry out a public purpose authorized by law and pursuant to the terms of this agreement, as specified in Exhibit A.
13. "HUD" means the United States Department of Housing and Urban Development.
14. "Incurred Cost" – Any monies expended on allowable expenditures relating to the application and/or contract.
15. "LCDBG Program" means the Louisiana Community Development Block Grant Program, established by the State pursuant to 24 C.F.R. Part 570, Chapter V, Subpart I (April 8, 1982, Federal Register)

16. "LCDBG Regulations" means the regulations set forth in 24 C.F.R. Part 570, Chapter V, Subpart I, as the same may, from time to time, be amended and the regulations described in the current LCDBG Grantee Handbook.
17. "Office of Community Development"(OCD), an operating unit of the Division of Administration, means a "recipient", as defined in 2 CFR 200.86, that receives a Federal award from HUD for the Community Development Block Grant program and further acts as a "Pass-through Entity", as defined in 2 CFR 200.74, by making awards to eligible "subrecipients"; as defined in 2 CFR 200.93 and 24 CFR 570.480.
18. "Program Income" means any income earned by Grantee, or an agent or agency of Grantee (a) from the disposition of real or personal property acquired in whole or in part with grant funds; (b) the repayment proceeds "including principals and interest of any loan made in whole or in part with grant funds; (c) any other revenues defined as program income in 24 C.F.R. 570.489(e) and 570.500(a) and; (d) any income from an activity where it is specifically declared in Exhibit A of this Agreement that the income from such activity shall be deemed to be Program Income.
19. "Project" means the activities described in the Application and in Exhibit B of this contract which are to be carried out to meet the public purpose of the LCDBG Program.
20. "Public purpose as authorized by law" for the purpose of this agreement, means the receipt and expenditure of Federal financial assistance provided by the LCDBG program to carry out eligible activities in accordance with the requirements of 24 CFR 570.482 and that will meet a national objective provided in 24 CFR 570.483.
21. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Agreement.
22. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

## EXHIBIT D

### Applicable Laws and Authorities

1. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (Fair Housing Act)  
It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. The Act makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. In addition, Executive Order 12259, directs HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex, national origin, familial status, or handicap in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal government.
2. Section 109 of the Housing and Community Development Act of 1974, as amended ( 42 USC 5309 and as further defined in 24 CFR 570.602)  
No person in the United States shall on the grounds of race, color, national origin, religion 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 any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)  
No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds.
4. Davis-Bacon and Related Acts  
In accordance with 42 USC 5310, all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 USC 3141 et seq.). This applies to any construction contract in excess of \$2,000, except in the case of residential property designed for the use of eight or more families.
5. Contract Work Hours and Safety Standard Act (40 USC Chapter 37)  
For contracts exceeding \$100,000, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements apply to the rehabilitation of residential property only if such property is designed for the residential use of eight or more families.
6. Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701u and further defined in 24 CFR Part 135)  
Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
7. Lead Based Paint – This agreement is subject to the current HUD lead-based paint requirements under 24 C.F.R. Part 35, “Lead –Based Paint Poisoning Prevention in Certain Residential Structures.” The requirements of Subparts B through R have been promulgated to implement the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) Subpart B, “General Lead-Based Paint Requirements and Definitions for all Programs”, applies to all target housing receiving federal assistance and includes details on compliance requirements with Federal laws and authorities (24 C.F.R. Part 35, Subpart B, 35.145).

8. Executive Order 11246. As Amended (Equal Employment Opportunity)  
Any contractors employed by the Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. All contractors 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. All contractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
9. Hatch Act (5 USC 1502)  
No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member of the governing body of the Municipality or Parish and no other officer, employee, or agent of the Municipality or Parish who exercises any function or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the contract; and the Grantee shall take appropriate steps to assure compliance.
10. Access to Records (42 USC 5304(f))  
The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Grantee which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
11. Uniform Real Property Acquisition Policy (42 USC Chapter 61)  
To the greatest extent practicable under State law Grantees must comply with the Uniform Real Property Acquisition Policy (42 USC 4651 – 4654), HUD's implementing instructions at 24 CFR Part 42 and inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(b).
12. Uniform Relocation Assistance  
All Grantees receiving assistance must:
  - (1) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(a);
  - (2) 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 Community Development Block Grant Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures 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;
  - (3) 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 are available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - (4) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(a).
13. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)  
These regulations govern the areas of financial management, procurement and overall management control. With exceptions provided in 24 CFR 570.502, all grant recipients must comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of federal funds.

14. Executive Orders 11296, 11288, 11988, and 11990, as superseded  
These Executive Orders relate to: the evaluation of flood hazards, the prevention, control and abatement of water pollution, floodplain management, and wetlands protection.
15. Architectural Barriers Act of 1968 (42 USC 4151 et seq.)  
This requires every building or facility (other than privately owned residential structures) designed, constructed or altered with funds provided through this Part be accessible to and usable by physically handicapped individuals, subject to the exemptions contained in 41 C.F.R. 101-19.604. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by sub-contractors.
16. 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.
17. EPA's Listing of Violating Facilities  
The contractor will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
18. National Environmental Policy Act of 1969 (42 USC 4321 et seq.)  
The Grantee's chief executive officer or other officer of the applicant approved by State consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. 58.1 (a)(3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such federal laws apply to this Part. The Grantee will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with the National Historic Preservation Act of 1966 by:
  - (1) 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 affects (see 36 C.F.R. Part 800) by the proposed activity; and
  - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. Grantee will comply with all requirements imposed by the State concerning special requirements of law, program requirements and other administrative requirements approved in accordance with 2 CFR Part 200.
20. Grantee will comply with the conflict of interest provisions delineated in 24 CFR 570.611, "Conflict of Interest."
21. Excessive Force, (42 USC, 5304(l))  
Each local government must adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations, and must adopt and enforce State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such demonstrations.

22. Restrictions on Lobbying, (24 CFR Part 87; 31 U.S.C. 1352)  
Provides that no federal funds may be used for any lobbying purposes regardless of the level of government.
23. Debarment and Suspension – Executive Orders 12549; 12689; 2 CFR part 180.220  
Local governments must comply with the provisions relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.
24. Antidisplacement, (42 USC 5304(d))  
Local governments must comply with the provisions relating to residential antidisplacement and relocation assistance as further defined in 24 CFR 570.606.
25. Americans With Disabilities Act of 1990 (42 USC 12101 et seq)  
The ADA is a civil rights law that prohibits discrimination against qualified people with disabilities in employment, public services and transportation, public accommodations, and telecommunications services.
26. Severability  
If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
27. Entire Agreement  
This Agreement constitutes the entire agreement between the Local Government and the Division of Administration for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Division of Administration with respect to this Agreement.
28. Continuing Obligation  
Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Agreements.
29. Auditors  
It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Grantee which relate to this agreement.
30. Force Majeure  
The Grantee and the Division of Administration are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
31. Governing Law  
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the application for federal financial assistance; and this Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana