



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpgr.net

#11

Kerri Callais
*Councilmember
at Large*

Richard ‘Richie’ Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel ‘Monty’
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON WEDNESDAY, MARCH 6, 2019 AT SEVEN O'CLOCK P.M.

On motion of Ms. Callais, seconded by Mr. Montelongo, it was moved to **adopt** the following resolution:

RESOLUTION SBPC #1917-03-19

A RESOLUTION SUPPORTING THE PARISH PRESIDENT TO EXECUTE AMENDMENT NO.1 TO THE SUB RECIPIENT AGREEMENT WITH NUNEZ COMMUNITY COLLEGE TO EXTEND THE TERMINATION DATE AND REVISE THE SCOPE AND BUDGET OF THE AGREEMENT.

WHEREAS, it is in the best interest of the citizens of St. Bernard Parish for St. Bernard Parish Government to sign said amendment.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support the efforts of the Parish President, on behalf of St. Bernard Parish Government, to execute Amendment No. 1 to the Sub Recipient Agreement with Nunez Community College to extend the termination date and revise the scope and budget of the agreement.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Alcon, Montelongo, Callais

NAYS: None

ABSENT: Luna

The Council Chair, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 6th day of March, 2019.



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Extract #11 continued
March 6, 2019

Richard ‘Richie’ Lewis
*Councilmember
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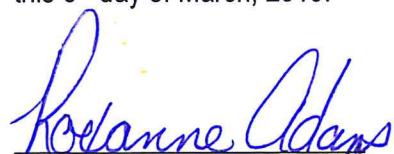
**Manuel ‘Monty’
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal
of the Parish of St. Bernard on
this 6th day of March, 2019.


ROXANNE ADAMS
CLERK OF COUNCIL

AMENDMRNT #1

SUB RECIPIENT AGREEMENT

BETWEEN THE ST. BERNARD GOVERNMENT

AND THE

NUNEZ COMMUNITY COLLEGE

**IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM THROUGH THE
LONG TERM COMMUNITY RECOVERY PROGRAM**

This Amendment #1 to the Cooperative Endeavor Agreement (“Agreement”) is entered into by and between the **NUNEZ COMMUNITY COLLEGE** (“SUB - RECIPIENT”), and the **ST. BERNARD PARISH GOVERNMENT** (“PARISH”), each represented herein by their undersigned duly authorized representatives. SUB - RECIPIENT and the PARISH may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

PREAMBLES

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

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

WHEREAS, the State of Louisiana, Division of Administration, 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; and

WHEREAS, Louisiana’s First Action Plan (Katrina/Rita) submitted to and approved by HUD proposed using \$95 million of the CDBG disaster recovery allocation within the Infrastructure Program for the purpose of providing funding for local infrastructure projects in the most heavily impacted areas of the state. Louisiana’ First Action Plan (Katrina/Rita) was later amended by Action Plan Amendment Number 19 (approved by HUD on September 12, 2008), which ultimately reduced the Infrastructure Program allocation to \$91.333 million; and

WHEREAS, SUB - RECIPIENT is a political subdivision of St. Bernard Parish Government, the local government of the State of Louisiana responsible for the rebuilding and recovery of St. Bernard Parish. Recovery and rebuilding efforts of the SUB - RECIPIENT involve efforts to address damage caused by Hurricanes Katrina and/or Rita; and

WHEREAS, as a result of flooding and wind damage caused by Hurricanes Katrina and/or Rita, St Bernard Parish has numerous areas of blight; and

WHEREAS, the SUB - RECIPIENT has applied for, or plans to apply for, assistance from the CDBG Disaster Recovery Program through the Long Term Community Recovery Program for damages suffered as a result of Hurricanes Katrina and/or Rita; and

WHEREAS, the public purpose to be derived from this Agreement is to assist the SUB - RECIPIENT, as a part of the CDBG Disaster Recovery Program through the Long Term Community Recovery Program, in reducing and eliminating the blight in St. Bernard Parish caused by flooding and wind damage from Hurricane Katrina; and

WHEREAS, the actions of the PARISH and SUB - RECIPIENT will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement.

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

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the PARISH, as administrator of the OCD's CDBG Disaster Recovery Program in St. Bernard Parish, shall make available to SUB - RECIPIENT up to **Six Hundred Sixty Three Thousand Two Hundred Seventy Nine Dollars and Two Cents (\$663,279.02)** in CDBG disaster recovery funds for the Project (as defined below) (the "Grant Funds"). The approved use and expenditures of the Grant Funds by SUB - RECIPIENT shall be for the purpose of funding the Project (as defined below) under the Long Term Community Recovery Program (the "Program").

B. Implementation of Agreement

SUB - RECIPIENT's rights and obligations under this Agreement are as a grant sub - recipient as set forth in 24 CFR 570.501. SUB - RECIPIENT shall be responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the PARISH, OCD and HUD and consistent

with any applicable guidelines and standards that may be required as a condition of the PARISH providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Appendix A) executed by SUB - RECIPIENT and made a part hereof. The PARISH providing of Grant Funds under this Agreement is specifically conditioned on SUB - RECIPIENT's compliance with this provision and all CDBG regulations, guidelines and standards.

C. Goals and Objectives

The activities of the Program contained in this Sub Recipient Agreement Amendment #1 are expected to assist SUB - RECIPIENT in the implementation of the approved Application Amendment #1 dated November 20, 2013, and Application Amendment #2 (REV 1) dated August 15, 2018 for the St. Bernard Parish Workforce Development project (ILTR-00289).

D. Statement of Work

1. The Project

SUB - RECIPIENT shall use the Grant Funds to implement the St. Bernard Parish Workforce Development (the "Project") as approved by the State of Louisiana Office of Community Development Disaster Recovery Unit.

SUB - RECIPIENT proposes to provide training to St. Bernard Parish residents workforce need related to the following programs:

1. Advanced Manufacturing and Construction.

The program involved will be the Industrial Technology Pathway, concentrating in **Industrial Maintenance and Industrial Technology (Ptec)**. Within the Industrial Maintenance program, individuals may concentrate in Electrical Maintenance, HVAC, or Welding.

SUB - RECIPIENT will provide initial assessment of the candidates using the ACT Discover (interest inventory) software program, which will help to determine the candidate's occupational interests. In addition, a Work Keys skills assessments will be administered. Once it has been determined that participants have an interest and aptitude in a given field, they will begin training within a skill area. Topics covered will include industry- and equipment-specific safety, tools, and intermediate general skill sets in Industrial Maintenance training.

In addition to the above listed skills set, participants will receive training through required seminars in job readiness skills in a "Career Explorations" course. Career Services will work to place completers of the program within

industry or within further training. Graduates will receive a certificate of completion for this specific skill area in which they have received training.

The overall goal of this project is to provide a means for the development and implementation of hands-on training, curriculum development, and development of the workforce in the targeted area. The goal of the project will be to serve only students from Louisiana.

SUB - RECIPIENT will train up to a total of up to 25 students in the 4 year period of the grant in Industrial Maintenance Program. Completion or continued education rates will be more than 80% (approximately 20 students) and placement of completers will also be higher than 80%. In addition, the Sub-Recipient will train up to 111 students in Industrial Technology Program (Ptec). The programs will include the traditional two-year Associate's Degree program and the 16-week Fast Track Ptec program. Both paths have a completion rate of 80% (approximately 88 students) and a placement rate for completers of 80% (88 students)

2. Film Industry Training

The purpose of this request for funding is to provide the Sub Recipient with the means to provide information and generate interest in an industry that is fast becoming one of the rapidly growing and lucrative employers in the area. Funds will be expended on workshops to inform, educate and teach through training within the film industry towards developing the workforce of St. Bernard Parish and the surrounding vicinity in the Film Industry. The Sub Recipient, in conjunction with the St. Bernard Parish Film Commission, and the New Orleans Video Access Commission, will provide professional training to meet the requirements of the Film/ Entertainment Industry Standards.

The Sub Recipient will provide training in Acting Production Assistance Film Industry Communications.

a. Acting Training

Students will attend workshops that will include various industry auditions, professional acting, scene study and other aspects of the industry, such as meeting with makeup artists and photographers to create headshots. Students will also meet with acting agents and casting directors in order to network with the industry. A minimum of 10 students will be trained.

b. Production Training Program

The Production Training Program enriches students' personal development through the study of historical trends in film production. The competitive nature of the market demands intellectual development and skill sets in studio arts. The concentration is also designed to enhance professional development by offering a multitude of skills based courses and hands-on training. Students learn to communicate, produce different types of media, expand analytical

problem solving skills, and work in an environment that promotes collaboration, understanding and learning. The program envisions training up to 75 students. Course work will include production design, set design, location modification, screenplay analysis and director's preparation. More detailed production learning will encompass designing towards implementation of a script, drafting, and character and story manifestations through set design, location, color, shape and costumes. Scenic painting, set dressing, prop construction, costumes, model building and designing for set and location will also be learned. At the conclusion of this program, students will stage and shoot complex dramatic exercises under the guidance of the instructor.

c. Film Industry Communications

Course work will include production management and infrastructure of various forms of productions. Students will learn the breakdown of a script, the scheduling process, budgeting, casting, crewing, location scouting, and a wide range of production planning, including digital video editing.

2. Funding Sources

It is anticipated that the Programs will cost approximately **Six Hundred Sixty Three Thousand Two Hundred Seventy Nine Dollars and Two Cents (\$663,279.02)**. Each project costs are as follows:

P-Tech and Maintenance:	\$ 621,579.02
Film Industry:	\$ 41,700.00
Total	\$ 663,279.02

SUB - RECIPIENT may increase the size of the Project with PARISH and OCD written approval; such approval shall not be deemed to entitle SUB - RECIPIENT to any additional Grant funds under this Agreement.

Students will be required to provide to the Sub-Recipient an income verification form to ensure that the project will principally benefit low to moderate income families. **51.2 % of all students being served must be from low to moderate income families.**

3. Budget

The "Budget" for the Program is derived from Application Amendments 1 and 2 is attached hereto as Appendix B.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget subject to approval by OCD without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations of the Grant Funds exceed the total allocation under the Agreement.

4. Eligible Expenses

Eligible Expenses for the Grant Funds under this Agreement 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 PARISH and the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the PARISH and the OCD.

5. Mitigation Plan

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.

6. Citizen Participation Requirements

SUB - RECIPIENT shall comply with all HUD, OCD and PARISH 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>).

7. Assurances

SUB - RECIPIENT shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations. It shall be 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, SUB - RECIPIENT, as the administrator of the recovery efforts of Saint Bernard Parish bears sole responsibility for implementing such recovery efforts.

SUB - RECIPIENT 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.

8. Cooperation with HUD, OCD and the PARISH

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. The PARISH's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. SUB - RECIPIENT agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD, OCD and the PARISH regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the state or federal government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the SUB - RECIPIENT shall be responsible for remitting these funds to the PARISH. Failure to complete the Project described in the Statement of Work within the Term of this Agreement may constitute a disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for the PARISH on this Agreement is the Parish President, or his 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 PARISH on a schedule and in a format provided by PARISH. SUB - RECIPIENT shall also comply with the provisions of 24 CFR 85.40 with regard to the monitoring and reporting of program performance and shall be responsible for providing the PARISH with any additional project progress and beneficiary data as required by federal and state law.

Reporting requirements may require the SUB - RECIPIENT to obtain data from recipients of Grant Funds under this Agreement for the Project. It shall be the SUB - RECIPIENT's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

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 PARISH for the funding under this Agreement.

If funding from alternate sources becomes available to SUB - RECIPIENT which the PARISH 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.

II. PAYMENT PROCESS

- A.** SUB - RECIPIENT is permitted to submit draw requests for payment of Eligible Expenses payable under this Agreement to the Parish President, or his designee, for approval. Following review and approval of the draw requests by the Parish Manager or her designee, approved draw requests shall be submitted to the OCD, for approval of payment. Draw requests that are not approved by the OCD and the PARISH Finance Manager or his designee shall not be paid, but returned to SUB - RECIPIENT for further processing.
- B.** Upon approval of payment by the PARISH and funds provided to the PARISH from the State of Louisiana Office of Community Development Division of Administration Office of Community Development Disaster Recovery Unit as provided for above, payment of Eligible Expenses shall be provided to SUB - RECIPIENT.
- C.** Indirect costs are not reimbursable under this Agreement.
- D.** In the event of non-compliance with this Agreement, the PARISH may withhold payment to the SUB - RECIPIENT until the PARISH deems the SUB - RECIPIENT has brought the Project within compliance.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

- A.** This Agreement shall begin on January 2, 2014 and shall end on December 31, 2018, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.
- B. Termination/Suspension for Cause**

The PARISH may, after giving 30 day written notice specifying the effective date,

suspend or terminate this Agreement in whole or in part if the 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;
2. Failure, for any reason, of SUB - RECIPIENT to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by SUB - RECIPIENT of reports to the PARISH, HUD, 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, SUB - RECIPIENT shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if SUB - RECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the PARISH shall thereupon have the right to terminate this Agreement by giving written notice to SUB - RECIPIENT of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The PARISH may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to SUB - RECIPIENT. 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 OCD and to the PARISH to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD and to the PARISH for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. SUB - RECIPIENT shall be paid for all authorized services properly

performed prior to termination.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

SUB - RECIPIENT shall comply with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a).

B. Financial Management

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

SUB - RECIPIENT shall administer its program in conformance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." These principles shall be applied for all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

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 24 CFR 570.502(a)(15);

- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the PARISH 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

SUB - RECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

3. Access to Records

The PARISH, as well as the OCD, the Division of Administration (“DOA”), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents shall have access to any books, documents, papers and records of SUB - RECIPIENT which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

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

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 SUB - RECIPIENT has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the PARISH, the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of SUB - RECIPIENT and/or its contractors and sub-contractors 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. The PARISH, SUB - RECIPIENT and its contractors and sub- contractors 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 SUB - RECIPIENT and/or its contractors and sub-contractors to comply with the above audit requirements will constitute a violation of this Agreement and may, at the PARISH's option, result in the withholding of future payments and/or return of funds paid under this Agreement. SUB - RECIPIENT and its contractors/subcontractors hereby agree to have an annual audit conducted in accordance with current State policy concerning SUB - RECIPIENT and its contractor's audits, OMB Circulars A-133 and A-128, and 24 CFR 85.26.

D. Procurement

SUB - RECIPIENT shall comply with the current PARISH policy and the requirements of 24 CFR 85.36(b) regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by the SUB - RECIPIENT.

E. Taxes

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 SUB - RECIPIENT's obligation and is identified under Federal tax identification number 27-4511973.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

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 OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

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;
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; and

B. Discrimination and Compliance Provisions

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.

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 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

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 PARISH 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.

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.

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. 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.

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

1. Recording Program Income

SUB - RECIPIENT shall submit a quarterly report to the PARISH detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the PARISH pursuant to a schedule provided by the PARISH.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

- 1.** SUB - RECIPIENT shall transfer to the PARISH any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- 2.** Immovable property under 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 (5) years after expiration of this Agreement (or such longer period as the PARISH deems appropriate). If SUB - RECIPIENT fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, SUB - RECIPIENT shall pay to the PARISH 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 PARISH. SUB - RECIPIENT 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 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 SUB - RECIPIENT for activities under this Agreement shall be (a) transferred to the PARISH for the CDBG program or (b) retained by SUB - RECIPIENT after compensating the

PARISH an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VI. GENERAL CONDITIONS

A. “Independent Contractor”

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

B. Hold Harmless

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

C. Workers’ Compensation

SUB - RECIPIENT shall provide workers’ compensation insurance coverage for all of its employees involved in the performance of this Agreement. Refer to Appendix C

D. Insurance & Bonding

SUB - RECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond or equivalent acceptable to the PARISH covering all employees in an amount equal to cash advances from the PARISH. Refer to Appendix C.

E. OCD and PARISH Recognition

SUB - RECIPIENT shall insure recognition of the role of the PARISH, the OCD, the Louisiana Recovery Authority, and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUB - RECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The PARISH 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 PARISH and the Office of Contractual Review and/or the Commissioner of Administration. Such amendments shall not invalidate this Agreement, nor relieve or release the PARISH or SUB - RECIPIENT from its obligations under this Agreement.

The PARISH 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 PARISH and SUB - RECIPIENT.

G. No Assignment

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

H. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

I. 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 Nineteenth Judicial District Court, PARISH of East Baton Rouge, 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 by the State of Louisiana Office of Contractual Review and/or the Commissioner of Administration.

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

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

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

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.

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. 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. Subcontractors

SUB - RECIPIENT may, with prior written permission from the PARISH, 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 PARISH for any breach in the performance of SUB - RECIPIENT's or any subcontractor'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 PARISH.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by SUB - RECIPIENT, 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 PARISH, and shall, upon request, be returned by SUB - RECIPIENT to the PARISH at termination or expiration of this Agreement. Cost incurred by SUB - RECIPIENT to compile and transfer information for return to the PARISH 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 PARISH 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 PARISH shall remain the property of the PARISH and shall be returned by SUB - RECIPIENT to the PARISH, upon request, at termination, expiration or suspension of this Agreement.

U. Drug Free Workplace Compliance

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 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. 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 PARISH:

St. Bernard PARISH Government
8201 West Judge Perez Avenue
Chalmette, La 70043
David Peralta, Parish President

To SUB - RECIPIENT:

Nunez Community College
3710 Paris Road
Chalmette, La 70043
Dr. Thomas Warner, Chancellor

[Remainder of page purposefully left blank]

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date first above written.

NUNEZ COMMUNITY COLLEGE

Name: _____

Title: _____

Date: _____

SAINT BERNARD PARISH GOVERNMENT

Name: _____

Title: _____

Date: _____