



St. Bernard Parish Council

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Fred Everhardt, Jr.
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
at Large*

Patrice Cusimano
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Cindi Meyer
*Councilmember
District C*

Ryan Randall
*Councilmember
District D*

Amanda Mones
*Councilmember
District E*

Roxanne Adams
Clerk of Council

#15

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 TUESDAY, AUGUST 19, 2025 AT THREE O'CLOCK P.M.

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

RESOLUTION SBPC #2483-08-25

A RESOLUTION TO ADOPT THE REQUIRED CDBG-DR PROGRAM POLICIES AND PROCEDURES, ACKNOWLEDGE THAT CDBG-DR PROGRAM FUNDS SHALL BE ADMINISTERED IN ACCORDANCE WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT GRANTEE ADMINISTRATIVE MANUAL, APPOINT VARIOUS COORDINATORS AND OFFICERS, AUTHORIZE INDIVIDUALS TO EXECUTE REQUESTS FOR PAYMENT, AND AUTHORIZE THE EXECUTION OF DOCUMENTS.

WHEREAS, St. Bernard Parish Government has been awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds for the Resilient Communities and Infrastructure Program administered by the State of Louisiana, Office of Community Development (OCD); and,

WHEREAS, the CDBG-DR Program requires the adoption of plans, policies and appointment of individuals for compliance with CDBG-DR Program regulations; and,

NOW THEREFORE BE IT RESOLVED, that St. Bernard Parish Government acknowledges that CDBG-DR Program funds must be administered in accordance with the latest edition, and any amendments thereto of the State of Louisiana OCD Disaster Recovery CDBG Grantee Administrative Manual <https://locddr.la.gov/grant-implementation-manual>; and,

BE IT FURTHER RESOLVED, that St. Bernard Parish Government as recipient of CDBG-DR funds, does hereby adopt the attached CDBG-DR Program plans, policies and appointment of individuals (Exhibits A-C) as they apply to the administration of the Resilient Communities and Infrastructure Program.



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Extract #15 continued
August 19, 2025

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

YEAS: Cusimano, Moran, Meyer, Randall, Mones, Everhardt

NAYS: None

ABSENT: None

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

And the motion was declared **adopted** on the 19th day of August, 2025.

C E R T I F I C A T E

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 Tuesday, August 19, 2025.

Witness my hand and the seal
of the Parish of St. Bernard on
this 19th day of August, 2025.


ROXANNE BURAS
CLERK OF COUNCIL

EXHIBIT A

APPOINTMENTS AND AUTHORIZATIONS

A. The following individuals are appointed to various positions related to the CDBG-DR Program as listed:

Fair Housing Coordinator:	William McCartney
Equal Employment Opportunity Officer:	Joelle Michel
Section 504 Coordinator:	Robert Barton
Labor Compliance Officer:	Faith Ragas
Residential Anti-displacement Officer:	Andrew Becker
Section 3 Coordinator:	Teri Doskey

B. The following individuals are hereby authorized to sign the Requests for Payment related to the CDBG-DR Program: **Donald Bourgeois, III** (Chief Administrative Officer) and **Justin Frank** (Director of Finance).

C. The Parish President is hereby authorized to execute any and all documents pertaining to the CDBG-DR Program including but not limited to the Cooperative Endeavor Agreement and any Amendments, Project Application and any Amendments, Environmental Review Record, Certifications and Professional Service, Consulting Service and Construction Contracts and any Amendments.

EXHIBIT B

ADOPTION OF POLICIES AND PLANS

SECTION I.

EQUAL OPPORTUNITY

Equal opportunity regulations of the CDBG program require the appointment by the recipient of an Equal Opportunity Officer, (EEO Officer) to have responsibility for maintaining all pertinent EEO files, submitting on a timely basis all required reports, answering all related correspondence, and monitoring all EEO areas. The Grantee's EEO officer is appointed for the life of the CDBG-DR Program and as such is charged with faithfully executing all duties and responsibilities herein described.

SECTION II.

FAIR HOUSING POLICY

The State of Louisiana requires Grantees to take actions to affirmatively further fair housing in compliance with Title VIII of the Civil Rights Act of 1968, as amended and Executive Order 11063, as amended. The Grantee hereby adopts the attached policy entitled "Fair Housing Policy" and the Grantee's Fair Housing Coordinator is appointed for the life of the CDBG-DR Program and as such is charged with faithfully executing all duties and responsibilities herein described.

SECTION III.

PROCUREMENT POLICY

The State of Louisiana requires the establishment of uniform procedures in compliance with 2 CFR 200. The Grantee hereby adopts the attached policy entitled "CDBG-DR Procurement Policy."

SECTION IV.

SECTION 3 PLAN

The State of Louisiana requires Grantees to the greatest extent feasible ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located and ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located, in compliance with Section 3 of the Housing and Urban Development Act of 1968. The Grantee hereby adopts the attached "Section 3 Plan" and the Grantee's Section 3 Coordinator is appointed for the life of the CDBG-DR Program and as such is charged with faithfully executing all duties and responsibilities herein described.

SECTION V.

COMPLAINT POLICY

The State of Louisiana requires Grantees to establish procedures to deal with citizen inquiries and complaints. The Grantee hereby adopts the attached policy entitled "Citizen Complaint Policy."

SECTION VI.

SECTION 504 GRIEVANCE PROCEDURE

The State of Louisiana requires Grantees to establish internal grievance procedures to deal with citizen inquiries and complaints concerning Section 504. The Grantee hereby adopts the attached policy entitled "Section 504 Grievance Procedure."

SECTION VII.

504 COORDINATOR

The State of Louisiana requires Grantees to designate a responsible person to coordinate the Grantee's efforts to comply with Section 504 of the Rehabilitation Act of 1973 as amended. The Grantee's appointed Section 504 Compliance Officer is hereby authorized to execute the attached Section 504 Certification.

SECTION VIII.

ANTI-DISPLACEMENT

The CDBG Program requires that all grant recipients adopt by resolution a Residential Anti-Displacement and Relocation Assistance Plan. The Grantee hereby adopts the attached "Residential Anti-Displacement and Relocation Assistance Plan" and the Grantee's Residential Anti-displacement Officer is appointed for the life of the CDBG-DR Program and as such is charged with faithfully executing all duties and responsibilities herein described, including executing the attached Residential Anti-Displacement and Relocation Assistance Certification.

SECTION IX.

LABOR COMPLIANCE

The labor compliance regulations of the CDBG Program require the appointment by the Grantee of a Labor Compliance Officer, (LCO) to have the responsibility for maintaining all pertinent labor compliance files, submitting on a timely basis all required reports, answer all related correspondence and monitor all labor compliance areas. The Grantee's Labor Compliance Officer is appointed for the life of the CDBG-DR Program and as such is charged with faithfully executing all duties and responsibilities herein described.

SECTION X.

COMMUNICATION

The CDBG Program requires that all grant recipients adopt by resolution a policy for communicating information to persons with hearing impairments. The Grantee hereby adopts the attached "Policy Statement For Communicating Information to Persons With Sensory Impairments" and a policy to utilize the Louisiana Hearing Impaired Relay System for communicating with hearing impaired persons. The relay numbers are: Information 1-800-333-0605, TDD Users 1-800-846-5277 and Voice Users 1-800-947-5277.

SECTION XI.

CONTRACT ADMINISTRATION POLICY

The State of Louisiana requires Grantees to establish procedures to provide oversight and administration of contracts awarded under the CDBG-DR Program and complaints. The Grantee hereby adopts the attached policy entitled "Contract Administration Policy."

SECTION XII.

DUPLICATION OF BENEFITS POLICY

The State of Louisiana requires Grantees to establish procedures to ensure CDBG-DR assistance does not duplicate other funds received for the same activity. The Grantee hereby adopts the attached policy entitled "Duplication of Benefits Policy."

SECTION XIII.

MONITORING PLAN

The State of Louisiana requires Grantees to establish procedures to provide oversight and monitoring of CDBG-DR funded activities. The Grantee hereby adopts the attached plan entitled "Monitoring Plan."

SECTION XIV.

LANGUAGE ACCESS PLAN

The CDBG Program requires that all grant recipients adopt by resolution a Language Access Plan. The Grantee hereby adopts the attached "Language Access Plan."

Exhibit C

CDBG POLICIES AND PLANS

- I. Citizen Complaint Policy
- II. Procurement Policy
- III. Contract Administration Policy
- IV. Duplication of Benefits
- V. Fair Housing Policy
- VI. Section 3 Plan
- VII. Section 504 Assurance
- VIII. Section 504 Grievance Procedure
- IX. Section 504 Communication Policy
- X. Residential Anti-displacement Plan
- XI. Residential Anti-displacement Certification
- XII. Records Management Policy
- XIII. Monitoring Plan
- XIV. Language Access Plan

I. CITIZEN COMPLAINT POLICY

SECTION 1: POLICY

It is the policy of St. Bernard Parish Government (the Grantee) to review and respond to all CDBG-DR complaints received by the Grantee.

SECTION 2: COMPLAINT PROCEDURE

The following procedures will be followed on all complaints related to the CDBG-DR program received by the Grantee.

1. The complainant shall notify the CAO of the complaint. The initial complaint may be expressed orally or by the written correspondence.
2. The CAO will notify the Chief Elected Official or designated representative of the complaint within two (2) working days.
3. The Chief Elected Official or designated representative will investigate the complaint and will report the findings to the Grantee's governing body within three (3) working days.
4. The Grantee's governing body will notify the complainant of the findings of the Chief Elected Official or designated representative in writing or by telephone within five (5) working days.
5. If the complainant is aggrieved by the decision, he must forward the complaint in writing (if previously submitted orally) to the CAO who will forward the complaint along with actions taken by the Chief Elected Official or designated representative to the appropriate committee for their review. This will be accomplished within five (5) working days of receipt of the written complaint.
6. The reviewing council committee will have thirty (30) working days to review the complaint and forward their decision to the complainant in writing.
7. If the complainant is aggrieved with the decision of the Committee, he must notify the CAO in writing that he or she desires to be afforded a hearing by the Grantee's governing body. The complainant will be placed on the next regularly scheduled meeting agenda. The CAO will notify the complainant in writing of the date of the hearing.
8. The complainant must bring all relevant data, witnesses, etc. to the hearing. The Grantee's governing body, at the hearing, will review the complaint and forward within ten (10) days a certified copy of the minutes of the meeting at which the hearing was conducted and a decision was rendered. If a decision is not reached at the hearing, the Grantee's governing body will inform complainant of an appropriate date to expect a response. Within ten (10) working days of reaching a decision, the complainant will be notified in writing of the decision.

Complaints concerning the general administration of the CDBG-DR Program may be submitted in writing directly to the:

Division of Administration
Community Development Section
Post Office Box 94095
Baton Rouge, Louisiana 70804-9095

SECTION 3: COMPLAINTS RELATED TO FAIR HOUSING AND EEO

All citizen complaints relative to Fair Housing/Equal Opportunity Violations alleging discrimination shall be forwarded for disposition to the:

Department of Housing and Urban Development
Regional Office
Fair Housing and Equal Opportunity Division
Post Office Box 2905
Fort Worth, Texas 76113-2905
or
Complainant may contact the HUD FH/EO Division directly
at the Toll Free Telephone # 1(800) 424-8590

SECTION 4: RECORD KEEPING

The Grantee will maintain a file for the purpose of keeping reports of complaints.

SECTION 5: COMPLIANCE WITH APPLICABLE LAWS

This policy does not invalidate nor supersede the personnel or other policies of the Grantee which are currently adopted but is intended to serve as a guide for complaints.

SECTION 6: UPDATES

This policy may be amended by majority vote at any of the Grantee's regularly scheduled meetings.

II. PROCUREMENT POLICY

SECTION 1: POLICY

It is intended that this policy serve as a guideline for the procurement of supplies, equipment, construction services and professional services for the CDBG-DR Program by St. Bernard Parish Government (the Grantee). These guidelines meet the standards established in 2 CFR 200.318-327 and state requirements.

SECTION 2: CODE OF CONDUCT

No employee, officer, or agent of the Grantee shall participate in the selection or in the award or administration of a contract supported by CDBG-DR funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her

partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the Grantee shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the Grantee's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

SECTION 3: PROCUREMENT PROCEDURES

The director or supervisor of each department or agency of the Grantee responsible for procurement of services, supplies, equipment, or construction obtained with CDBG-DR funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The Grantee shall take affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The Grantee shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.

The Grantee shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

SECTION 4: SELECTION PROCEDURES

ALL procurement carried out with CDBG-DR funds, where the Grantee is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The Grantee shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the Grantee encourage or participate in noncompetitive practices among firms. The Grantee is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The Grantee will not require unnecessary experience or bonding requirements.

Pursuant to State law and federal regulations (2 CFR 200.318), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the

minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

SECTION 5: METHODS OF PROCUREMENT

Direct procurement by the Grantee shall be made by using one of the following methods depending on the type of service to be procured.

Procurement by Micro-Purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$10,000. To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

Small Purchase Procedures. Relatively simple, informal procurement procedures can be used where the purchase of materials, supplies, equipment, or other property will not cost in the aggregate more than \$60,000, and for professional services or construction with a cost of not more than \$250,000, except where further limited by State or local law or CDBG-DR policy. The only exception to professional services is that architectural/engineering services must be procured through competitive negotiations. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion.

Competitive Sealed Bids/Formal Advertising. Under this procedure bids are publicly advertised in accordance with the State's Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

The sealed bid method is the preferred method for procuring construction, if the following criteria are met:

1. In order for sealed bidding to be feasible, the following conditions should be present:
 - a. A complete, adequate, and realistic specifications or purchase description is available;
 - b. Two or more responsible bidders are willing and able to compete effectively for the contract; and

- c. The procurement lends itself to a firm fixed- price contract and selection of the successful bidder can be made principally on the basis of price.
- 2. When sealed bids are used, the following requirements apply:
 - a. The advertisement for bids shall be publicly advertised in accord with State law;
 - b. The advertisement for bids, including the specifications and pertinent attachments, must clearly define the items or services needed in order for the bidders to properly respond;
 - c. All bids shall be opened publicly at the time and place specified in the advertisement for bids;
 - d. A firm fixed-price contract award will be made in writing to the lowest responsible and responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - e. Notwithstanding the above, any or all bids may be rejected when there are sound documented reasons in accordance with State law.

Competitive Negotiation: Requests for Proposals/Qualification Statements. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. Architectural and engineering (A/E) services must be procured via requests for qualification statements. Administrative consulting services and other professional services must be procured by requests for proposals.

If this method is used, the following requirements apply:

- 1. Requests for proposals or qualification statements must be publicized in accordance with the rules of the State's Disaster Recovery CDBG Program and identify all evaluation factors and their relative importance. Any responses to publicized requests for proposals must be considered to the maximum extent practical;
- 2. Request for proposals or qualification statements must be solicited from an adequate number of qualified sources;
- 3. The request package for proposals or qualification statements shall contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished;
- 4. The request package for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements;
- 5. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made;
- 6. Contract award will be made to the responsible offeror whose submission is deemed most advantageous to the program with consideration for price (except for A/E services) and other factors considered.

Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project; and

7. For (A/E) professional services, qualifications-based procurement must be used whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive Negotiation/Sole Source. Noncompetitive negotiation shall be used when small purchase, formal advertising, or competitive negotiation procedures are not feasible. Noncompetitive negotiation will involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation shall only be used when written authorization has been obtained from the State's Office of Community Development (OCD). In order to qualify for this type of procurement, one or more of the following circumstances must apply:

1. The item or service is available only from a single source;
2. It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement; and
3. After solicitation of a number of sources, competition is determined to be inadequate.

SECTION 6: CONTRACT PRICING

Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used.

The Grantee shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications in accordance with the requirements of 2 CFR 200.324. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Grantee must prepare an independent cost estimate (ICE) prior to receiving bids or proposals for all purchases above the Micro Purchase threshold.

Profits must be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts for CDBG-DR projects are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable under 2 CFR Part 200, Subpart E- Cost Principals.

A time and materials type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined. A time and material contract can only be used after a determination that no other

contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost is the sum of:

1. The actual cost of materials; and
2. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract MUST establish a guaranteed price that may not increase unless there is a contract amendment that increases the scope of the work.

SECTION 7: PROCUREMENT RECORDS

The Grantee shall maintain records sufficient to detail the history of the procurement. These records include, but are not limited to the following:

1. Rationale for the method of procurement;
2. Selection of contract type;
3. Contractor selection or rejection; and
4. The basis for the contract price.

SECTION 8: PROTEST PROCEDURES

In accordance with good administrative practice and sound business judgment, the Grantee shall attempt to resolve the settlement of all contractual and administrative issues arising out of procurements informally and without litigation. When appropriate a mediator may be used to help resolve differences. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

SECTION 9: CONTRACT ADMINISTRATION

The Grantee shall maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the Grantee through legal processes shall be considered in instances of identified significant nonperformance.

SECTION 10: CONTRACT PROVISIONS

All contracts must contain the following contract provisions and conditions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. See §200.322 Procurement of recovered materials.
11. See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
12. See §200.322 Domestic preferences for procurements.
13. All negotiated contracts shall include a provision that makes it possible for OCD, HUD, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the contractor/firm for a period of five years after the Grantee formally closes out each CDBG-DR project.
14. Pursuant to LRS 38:2227, public entities are required to obtain an attestation regarding past criminal convictions, if any, from the lowest bidder responding to advertisements and letting for bids for public works contracts. The Past Criminal Convictions of Bidders form must be included in all contracts for public works.

15. Pursuant to LRS 38:2212.10, all bidders and contractors performing physical services with public entities must be registered and participate in a status verification system to verify that all employees in the state are legal citizens of the United States or are legal aliens. The bidder/contractor must sign an attestation that they are complying with this law, and that all subcontractors will comply with this law.
16. Pursuant to LRS 23:1726 bidders and contractors must certify that they are not being assessed penalties regarding unpaid worker's compensation insurance.

III. CONTRACT ADMINISTRATION POLICY

SECTION 1: POLICY

The purpose of this policy is to provide a framework and assign responsibilities for ensuring that full and accurate records of procurement activities related to the St. Bernard Parish Government (the Grantee) CDBG-DR Program are created in accordance with the requirements of the U.S Department of Housing and Urban Development and the State of Louisiana. The policy aims to ensure that these records are managed and maintained for as long as they are required to support the functions, activities and accountabilities required in accordance with the Grantee's Cooperative Endeavour Agreement with the State of Louisiana, Office of Community Development.

SECTION 2: SCOPE

This policy applies to all staff of Grantee whether permanent or temporary, including consultants, contractors and volunteers.

This policy applies to all activities performed by or on behalf of the Grantee; in whatever manner they are conducted. This includes all written correspondence, whether paper or electronic, and all spoken transactions, including meetings and telephone calls. Equally, it covers all records of these activities regardless of the media in which they are captured.

SECTION 3: POLICY STATEMENT

The Grantee is subject to requirements of the Public Bid Law found in R.S. 38:2211, et seq. and to the requirements of CDBG regulations found in 2 CFR 200. This requires the Grantee to maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders and to maintain records sufficient to detail the significant history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

SECTION 4: GUIDELINES

The Grantee maintains a separate procurement file for each procurement activity. The procurement file contains all significant information related to the procurement activity including, but not limited to, the following:

1. Rationale for the method of procurement;
2. Independent Cost Estimate

3. Selection of contract type;
4. Contractor selection or rejection; and
5. The basis for the contract price.

In addition, the Grantee will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The three primary goals of the contract administration system are to:

1. Ensure production and accountability;
2. Ensure compliance with CDBG and other state and federal requirements; and
3. Evaluate organizational and project performance

The exact nature of the information to be reviewed will vary with the type of procurement, i.e. – public bids, professional services, small purchase, but will generally include the following:

1. Comparison of budgeted versus actual costs;
2. Review of progress schedules and program completion dates; and
3. Verification of delivery of goods and services.

SECTION 5: REGULATORY FRAMEWORK

Relevant legislation with which this policy complies includes:

1. La. R.S. 38:2211, et seq.
2. 2 CFR 200
3. Louisiana Office of Community Development Policies and Procedures

SECTION 6: RESPONSIBILITIES

The Chief Elected Official is responsible for:

1. Ensuring compliance with legislative and regulatory requirements for procurement activities;
2. Assigning responsibilities for procurement activities;
3. Ensuring that all new staff receive training in procurement requirements and standards;
4. Monitoring staff compliance with the Grantee's procurement procedures systems;
5. Ensuring all deliverables are received by the Grantee;
6. Ensuring all contracts are based upon forms in the OCD Grantee Administrative Manual or industry standard forms prepared by AIA, EJCDC or Louisiana Facility Planning and Control; and
7. Serve as contract administrator.

All Staff are responsible for:

1. Complying with the Grantee's procurement policies and procedures;
2. Creating full and accurate records of procurement activities, transactions, and decisions carried out during the course of daily activity;
3. Ensuring that such records are maintained by being captured into the Grantee's records management system and by handling records with care and respect so as not to damage them or compromise their integrity; and
4. Assist with review of deliverables and contract compliance.

SECTION 7: RESOLUTION OF CONTROVERSIES

1. Right to Protest. Any prospective contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Grantee's governing body. Protests with respect to a solicitation shall be submitted in writing no later than 10 days prior to the receipt of bids, proposals, or qualification statements. If a person protests a solicitation, an award cannot be made until said protest is resolved. Protests with respect to the award of a contract shall be submitted in writing within 14 days after contract award. Said protest shall state fully and in particular, the reason for protest if a protest is made with respect to the award of a contract. Work on the contract cannot be commenced until it is resolved administratively.
2. Decision. The Chief Elected Official must notify the protesting party in writing and the legal counsel of Grantee within 14 days after receipt of said protest whether or not the protest is denied or granted. If the protest with reference to the solicitation is granted, the solicitation will be canceled and reissued. If the protest with reference to the award is granted, then the award will be voided and the remaining solicitations may be re-evaluated for another selection. If another selection cannot be made or if it appears to be in the best interest of the Grantee, a new solicitation will be issued.
3. Appeal. If an aggrieved party is not satisfied with the rendered decision, then that party may appeal said decision in writing to the Chief Elected Official within seven days of the decision. The protesting party should fully explain the basis of his appeal. The Chief Elected Official then must render a decision in writing within 14 days of receipt of the appeal. The Chief Elected Official's decision is final and an aggrieved party may bring judicial action within two weeks from receipt of said decision.

SECTION 8: MONITORING AND REVIEW

This policy will be regularly monitored and reviewed to ensure that it remains relevant to the aims and requirements of the CDBG-DR program. Staff compliance with the policy and associated procedures will be monitored on an on-going basis through staff self-assessment and by department managers, and by the Chief Elected Official.

Additional internal review of procurement activities and recordkeeping will be conducted by the Chief Elected Official or his or her designee.

IV. DUPLICATION OF BENEFITS POLICY

SECTION 1: POLICY

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) requires that recipients of federal disaster recovery funding make certain that no, "person, business concern or other entity" will receive duplicative assistance¹.

A Duplication of Benefits (DOB) occurs when:

- A beneficiary receives assistance, and
- The assistance is from multiple sources (i.e.. private insurance, FEMA, NFIP, non-profits, State, etc.), and
- The assistance amount exceeds the need for a particular recovery purpose.

In order to identify and assure that CDBG-DR assistance does not duplicate other funds received for the same activity (i.e. does not replace other funds received), St. Bernard Parish Government (the Grantee) will use the following process/steps to prevent a DOB from occurring:

1. Identify the total need for assistance prior to any assistance being provided.
2. Identify all potentially duplicative assistance received or to be received.
3. Deduct assistance determined to be duplicative.
4. Determine maximum award.
5. Determine program cap (if applicable).
6. Determine final award.

The following is an example of the use of the six-step process:

1. Applicant's total need prior to any assistance	\$100,000
2. All potentially available duplicative assistance	\$35,000
3. Assistance determined to be duplicative	\$30,000
4. Maximum eligible award (item 1 less item 3)	\$70,000
5. Program cap (if applicable)	\$50,000
6. Final award (lesser of items 4 and 5)	\$50,000

Since disaster recovery needs are calculated at one point in time, subsequent circumstances may occur that affect need. If, after the assistance has been calculated and/or a CDBG award has been made, an applicant

¹ Stafford Act, Title III, Sec. 312, (a)

can demonstrate a change in circumstances, the award calculation may be subsequently reevaluated to take the increased need into consideration. Such changes in circumstances may include: vandalism, contractor fraud, an increase in the cost of materials and labor, a change in local zoning law and building codes, or subsequent damage to a home or business that was partially repaired. However, the reevaluation must be done before the initial need for which assistance was granted has been fully met (e.g. before a damaged house is fully repaired).

Once funds are awarded, minus any determined DOB, the applicant is required to notify the Grantee of the receipt of any additional funds received for the same activity. In the event that additional funds are determined to be a DOB, funds will be withheld from future pay requests. In the event that all funds have been expended and a DOB is identified, the applicant will be required to repay the funds for return to the U.S. Treasury, through the Office of Community Development.

V. FAIR HOUSING POLICY

SECTION 1: POLICY

It is the policy of St. Bernard Parish Government (the Grantee) to provide, within constitutional limitations, for fair housing throughout the Grantee's jurisdiction.

SECTION 2: DEFINITIONS

1. "Dwelling" means any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.
2. "Family" includes a single individual.
3. "Person" includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, organizations, trustees, trustees in bankruptcy, receivers, and fiduciaries.
4. "To rent" includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupancy premises owned by the occupant.
5. "Discriminatory housing practice" means an act that is discriminatory under sections 4, 5, or 6.

SECTION 3: DISCRIMINATORY PRACTICE

Subject to the provisions of subsection (2) and section 7, discrimination in the sale or rental of housing in the Grantee's jurisdiction is strongly discouraged. In particular, the condemnation of discriminatory practices in the sale or rental of housing units in the Grantee's jurisdiction shall apply to:

1. All dwellings except as exempted by subsection (2).
2. Nothing in section 4 shall apply to:
 - a. Any single-family house sold or rented by an owner: Provided, that such private individual owner does not own more than three such single-family houses at any one time: Provided further, That in

the case of the sale of any such single-family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four month period: Provided further, That such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time: Provided further, that the sale or rental of any such single-family house shall be excepted from the application of this title only if such house is sold or rented (A) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or person and (B) without the publication, posting or mailing, after notice of any advertisement or written notice in violation of section 4(3) of this policy, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title, or

- b. rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.
3. For the purposes of subsection (2), a person shall be deemed to be in the business of selling or renting dwellings if:
 - a. he or she has, within the preceding twelve months, participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein, or
 - b. he or she has, within the preceding twelve months, participated as agent, other than in the sale of his or her own personal residence in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein, or
 - c. he or she is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.

SECTION 4: DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING

As made applicable by section 3 and except as exempted by sections 3(2) and 7, it shall be discriminatory:

1. 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 available or deny, a dwelling to any person because of race, color, religion, or national origin.
2. To discriminate against any person in the terms, conditions, privileges or sale or rental of dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion,
3. To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, or national origin, or an intention to make any such preference, limitation, or discrimination.

4. To represent to any person because of race, color, religion, or national origin that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
5. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representatives regarding the entry or prospective entry into neighborhood of a person or persons of a particular race, color, religion, or national origin.

SECTION 5: DISCRIMINATION IN THE FINANCING OF HOUSING

It shall be discriminatory for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate against him in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance because of the race, color, religion, or national origin of such person or of any person associated with them in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants, or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given: Provided, that nothing contained in this section shall impair the scope or effectiveness of the exception contained in section (b).

SECTION 6: DISCRIMINATION IN THE PROVISION OF BROKERAGE SERVICES

It shall be discriminatory to deny any person access or membership or participation in any multiple-listing service, real estate brokers organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, religion or national origin.

SECTION 7: EXEMPTION

Nothing in this policy shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such account of race, color, or national origin. Nor shall anything in this policy prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its member or from giving preference to its members.

SECTION 8: ADMINISTRATION

1. The authority and responsibility for administering this policy shall be the Chief Elected Official of the Grantee.
2. The Chief Elected Official of the Grantee may delegate any of these functions, duties, and powers to employees of the Grantee or to boards of such employees, including functions, duties, and powers with respect to investigating, conciliating, hearing, determining, ordering, certifying, reporting or otherwise

acting as to any work, business, or matter under this policy.

3. All executive departments and agencies shall administer their programs and activities relating to housing and urban development in a manner designed to further the purposes of this policy and shall cooperate with the Chief Elected Official of the Grantee to further such purposes.

SECTION 9: EDUCATION AND CONCILIATION

The Chief Elected Official of the Grantee shall support such educational and conciliatory activities as will further the purposes of this Policy. The Chief Elected Official of the Grantee shall encourage the calling of conferences of persons in the housing industry and other interested parties to acquaint them with the provisions of this policy and his suggested means of implementing it, and shall endeavor, with their advice, to resolve problems of voluntary compliance.

SECTION 10: SEPARABILITY OF PROVISIONS

If any provision or item of this policy or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this policy which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of this policy are hereby severable.

V. SECTION 3 PLAN

I. OVERVIEW OF SECTION 3 REQUIREMENTS

A. What Is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

B. Purpose Of This Document

This plan outlines how St. Bernard Parish Government (the Grantee) and its subrecipients, contractors, and subcontractors will comply with HUD's Section 3 requirements in implementing the grantee's CDBG / HUD-funded programs. Grantee will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

Grantee may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. Applicability

For CDBG-DR financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

II. SECTION 3 COORDINATOR

The Grantee's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for the grantee, subrecipients, contractors and subcontractors supporting the program. The Grantee will designate an individual as the Section 3 Coordinator; and subrecipients, contractors, subcontractors and others will be encouraged to reach out to that individual with any questions or requests for guidance regarding Section 3 compliance.

III. EMPLOYMENT, TRAINING, AND CONTRACTING GOALS

A. Safe Harbor Compliance

Grantee will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. Safe Harbor Benchmarks

Grantee has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.19. The safe harbor benchmark goals are as follows:

1. Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours / Total Labor Hours = 25%

And

2. Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours / Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, grantee will review and update this Section 3 Plan at least every 3 years, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the grantee are required to certify that they will comply with the requirements of Section 3.

C. Certification Of Prioritization of Effort for Employment, Training, And Contracting

Employment And Training

Under the grantee's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan parish) in which the project is located in the priority order listed below:

1. Section 3 workers residing within the service area or the neighborhood of the project, and
2. Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

Contracting

Under the grantee's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan parish) in which assistance is located in the following order of priority (where feasible):

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
2. YouthBuild Programs

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

IV. SECTION 3 ELIGIBILITY AND CERTIFICATIONS

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from the grantee or its contractors/subcontractors for training, employment, or contracting opportunities generated by the grantee's CDBG / HUD-funded programs. To qualify as a Section 3 Worker, Targeted Section 3 Worker or a Section 3 Business Concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 Business Concerns and report false information to the grantee may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 Worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 Worker or Targeted Section 3 Worker as defined in 24 CFR Part 75. **For the purposes of Section 3 Worker eligibility, grantee will use individual income rather than family/household income to determine eligibility.** The income limits will be determined annually using the guidelines published by HUD at the following web address: <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 Worker preference shall demonstrate that he/she meets one or more of the following criteria currently or when hired within the past five years, as documented:

1. A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
2. Employed by a Section 3 Business Concern; or
3. A YouthBuild Participant.

Persons seeking the Targeted Section 3 Worker preference shall demonstrate that it meets one or more of the following criteria:

1. Employed by a Section 3 business concern; or
2. Currently meets—or when hired met—at least one of the following categories as documented within the past five years:
 - a. Living within the Service Area or the Neighborhood of the Project, as defined in 24 CFR Part 75.5; or
 - b. A YouthBuild participant.

Section 3 Workers and Targeted Section 3 Workers who are seeking preference in training and employment shall certify or demonstrate to grantee, contractors, or subcontractors that they meet the definitions provided

above. Section 3 Workers and Targeted Section 3 Workers may demonstrate eligibility by submitting the respective Certification Forms provided.

PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 Covered Activities include multiple sources of funds, including Public Housing Financial Assistance and housing and community development assistance, the Public Housing Agency (PHA) must follow the definition of Targeted Section 3 Worker and priorities as outlined in subpart B of Part 75. For housing and community development financial assistance, the grantee may follow either subpart B or subpart C of Part 75.

In cases in which Section 3 Covered Activities include multiple housing and development funding sources from single or multiple recipients, the grantee will follow subpart C of Part 75.

B. Section 3 Business Concern Certification

The grantee will encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 Business Concerns.

Businesses that believe they meet the Section 3 Business Concern requirements can self-register in the HUD Business registry located here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

1. At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
2. At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
3. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to grantee, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the provided Section 3 Business Concern Certification Form.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the grantee previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after six (6) months. Establishing a six (6)-month certification of eligibility period allows the grantee the ability to assess contractor performance to ensure that the business is striving to meet the required goals.

V. ASSISTING CONTRACTORS WITH ACHIEVING SECTION 3 GOALS

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the grantee will carry out the following:

1. Share Section 3 Plan with contractors and subcontractors and explain policies and procedures

2. Encourage contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting, at which Section 3 requirements and goals are covered
3. Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 Workers and Targeted Section 3 Workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with grantee's CDBG / HUD-funded programs.
4. At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 Worker labor hours, and Targeted Section 3 Worker labor hours expected to be generated from the initial contract and a list of projected number of available positions—to include job descriptions and wage rates.
5. Maintain a local Section 3 Worker / Targeted Section 3 Worker database and provide the contractor with a list of interested and qualified Section 3 Workers and Targeted Section 3 Workers and contact information.
6. Inform contractors about the HUD Section 3 Opportunity Portal: <https://hudapps.hud.gov/OpportunityPortal/>
7. Require contractors to notify the Section 3 Coordinator of their interests regarding employment of Section 3 Workers prior to hiring.
8. Encourage local businesses to register on the HUD Business Registry; and direct contractors to the HUD Section 3 Business Registry: <https://www.hud.gov/Section3BusinessRegistry>
9. Leverage the grantee's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
10. Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

VI. SECTION 3 OUTREACH

A. Outreach Efforts for Employment and Training

In order to educate and inform workers and contractors, grantee's Section 3 Coordinator will be prepared to provide training and Technical Assistance (TA) on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

1. Notify the Section 3 Coordinator when training opportunities are available;
2. Provide information/handouts about Section 3 training opportunities to potential Section 3 Workers and Targeted Section 3 Workers; and
3. Conduct an annual training for Section 3 Workers and Section 3 Business Concerns.

Contractors and subcontractors should employ several active strategies to notify Section 3 Workers and Targeted Section 3 Workers of Section 3 job opportunities, including:

1. Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
2. Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings;
3. Working with the Section 3 Coordinator to connect Section 3 Worker and Targeted Section 3 Workers in the grantee database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates;
4. Establishing a current list of Section 3 eligible applicants;
5. Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
6. Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a. Advertising job opportunities via social media;
 - b. Advertising job opportunities via flyer distributions, mass mailings, and posting ads in common areas of housing developments and all public housing management offices;
 - c. Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

B. Outreach Efforts for Contracting

When contracting opportunities arise in connection with CDBG / HUD-funded programs, the grantee will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

1. Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
2. Coordinating pre-bid meetings when necessary to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
3. Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
4. Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
5. Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
6. Coordinating with grantee's Business/Economic Development Department and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns. Could also include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations

7. Connecting Section 3 Business Concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the grantee as subcontract opportunities arise in an effort to notify any eligible Section 3 Business Concerns about the contract

VII. SECTION 3 CONTRACTING POLICY AND PROCEDURE

Grantee will incorporate Section 3 into its existing Procurement policies and procedures and consider adopting a Section 3 Contracting Policy/Procedure to be included in all procurements generated for use with HUD funding. If adopted, the policy/procedure should include requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must—before submitting bids/proposals to the grantee—be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

VIII. SECTION 3 PROVISIONS / CONTRACT LANGUAGE

Grantee will include standard Section 3 language in all of its contracts and agreements with subrecipients, contractors, and subcontractors to ensure compliance with the regulations in 24 CFR Part 75. Grantee will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75; and will not knowingly contract with any contractor that has been found to be in violation of the Section 3 regulations. On a periodic basis, the Section 3 Coordinator will audit the grantee's contractors for compliance with the minimum Section 3 requirements outlined in this Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 Covered contracts and agreements to meet the requirements of 24 CFR Part 75.9 and 24 CFR Part 75.19. For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

IX. REPORTING REQUIREMENTS

For Section 3 Covered contracts, contractors are required to submit the Section 3 Performance and Summary Report to the grantee's Section 3 Coordinator on a monthly or quarterly basis as the grantee deems appropriate; and the annual reporting requirement set forth in that form's instructions.

A. Monthly Reporting

1. Contractors are required to submit monthly activity reports to grantee's Section 3 Coordinator by the 15th day of each month.

B. Annual Reporting

1. Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year or for the project.

2. Upon the completion of a project, grantee's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
3. Grantee's Section 3 Coordinator will submit the Section 3 data to HUD or OCD.

C. Reporting On Projects with Multiple Funding Sources

1. For Section 3 Covered Activities that include public housing financial assistance and housing and community development financial assistance, the grantee(s) will report on the project as a whole and will identify the multiple associated recipients.
2. For Section 3 Covered Activities assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the grantee will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold.

X. INTERNAL SECTION 3 COMPLAINT PROCEDURE

In an effort to resolve complaints generated due to non-compliance through an internal process, the grantee encourages submittal of such complaints to its Section 3 Coordinator as follows:

1. Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
2. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
3. An investigation will be conducted if complaint is found to be valid. The grantee will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
4. The grantee will provide written documentation detailing the findings of the investigation. The grantee will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than sixty (60) days after the filing of complaint. If complainants wish to have their concerns considered outside of the grantee, a complaint may be filed with the HUD program office responsible for the Section 3 Covered Activity, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment

opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp>.

VI. SECTION 504 ASSURANCE

SECTION 1: ASSURANCE

St. Bernard Parish Government (the Grantee) does hereby assure the State of Louisiana Office of Community Development, that, as a recipient of Community Development Block Grant - Disaster Recovery (CDBG-DR) funds, all activities of this grant will be operated in compliance with requirements of Section 504 of the Rehabilitation Act of 1973, as amended.

As a local government with 15 or more employees, the Grantee further assures the Office of Community Development, that it has appointed a designated Section 504 Coordinator (24 CFR 8.53), and adopted a Section 504 Grievance Procedure (24 CFR 8.53), and made initial and continuing notices in the local newspaper as well as the posting of notices in public places as a means of providing for continuing notification of participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap in its federally assisted programs (24 CFR 8.54).

Louis Pomes, Parish President

Name and Title of Chief Elected Official

TBD

Date

VII. SECTION 504 GRIEVANCE PROCEDURE

SECTION 1: PROCEDURE

St. Bernard Parish Government (the Grantee) has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the regulation of the U.S. Department of Housing and Urban Development, 24 CFR Part 8, implementing Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112). Section 504 states, in part: "No otherwise qualified handicapped individual shall, solely by reason of his handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

To further assist those who may have a grievance concerning Section 504 Compliance the Grantee has designated a Section 504 Coordinator to coordinate the efforts of the Grantee to comply with requirements of Section 504 and its implementing regulation, 24 CFR Part 8.

1. A complaint should be in writing, contain the name and address of the person filing it, and briefly describe the action alleged to be prohibited by the regulation.
2. A complaint should be filed in the office of the Section 504 Coordinator within a reasonable time after the person filing the complaint became aware of the action alleged to be prohibited by the regulation.
3. The Section 504 Coordinator or his/her designee shall conduct such investigation of a complaint as may be appropriate to determine its validity. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
4. The Section 504 Coordinator shall issue a written decision determining the validity of the complaint no later than thirty (30) days after its filing.
5. The Section 504 Coordinator shall maintain the files and records of the Grantee relating to complaints filed hereunder. The Section 504 Coordinator may assist persons with the preparation and filing of complaints, participate in the investigation of complaints and advise the Grantee's Chief Elected Official concerning their resolution.
6. The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the Department of Housing and Urban Development or other Federal or State Agencies. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

Complaints may be forwarded for disposition to the:

Office of Fair Housing and Equal Opportunity
Department of Housing and Urban Development
Washington, DC 20410

Complaints may also be filed at any Regional or Field Office of the Department such as:

Department of Housing and Urban Development
Regional Office
Fair Housing and Equal Opportunity Division
P.O. Box 2905
Fort Worth, TX 76113-2905

7. Determinations made under these procedures shall be liberally construed to protect the substantial rights of interested persons, to meet appropriate due process standards and to assure the compliance of the Grantee with Section 504 and its implementing regulations.

VIII. SECTION 504 COMMUNICATIONS POLICY

SECTION 1: POLICY

St. Bernard Parish Government (the Grantee) will take such steps as are necessary to insure that qualified handicapped persons, including those with impaired sensory skills, receive effective notice. All aids needed to provide this notice, e.g., sign-language interpreters, readers, etc., are provided without cost to the person being served.

SECTION 2: PERSONS WITH HEARING IMPAIRMENTS

1. Qualified sign-language interpreter

For persons who are hearing-impaired and who use a sign-language as their primary means of communication, the following procedure has been developed and resources identified for obtaining the services of a qualified sign-language interpreter to communicate both verbal and written information:

The Grantee will provide qualified sign language interpreters on an as needed basis. Such an interpreter will be used at job interviews, large meetings, explanations of policies and procedures, etc. A minimum advance notice for such use is four (4) days unless circumstances or conditions dictate lesser time. In that case, the minimum time will be that required to notify the organization furnishing the interpreter as well as the time required for that organization to act. When time permits, the request is to be in writing. If request is made orally, written documentation must be prepared and placed in the appropriate file.

The following organization(s) will be contacted when an interpreter is needed:

Eric Vasquez (504-453-2115)

Deaf Action Center (504-310-6869)

Information to be furnished by the Grantee when requesting an interpreter:

- Reason for using interpreter services.
- Date and time services are needed.
- Place where interpreter is to report and directions if needed.
- Name and title of person requesting services.
- Name, address and telephone number of Grantee.
- How is cost for services to be billed? Understanding of cost (cost per hour, travel cost, etc.)
- How is interpreter to be notified in case of cancellation or change in time or place?
- How the Grantee will be notified if services cannot be furnished as agreed to.

2. Written Materials

All program information will be provided to hearing-impaired persons in writing. Printed materials and writing materials are available.

3. Telecommunication Device for the Deaf (TDD)

The Grantee participates in the Louisiana Hearing Impaired Relay System. A hearing-impaired individual may access this system by calling either 1-800-333-0605 (information), 1-800-846-5277 (TDD users) or 1-800-947-5277 (voice users).

4. Any other auxiliary aids should be discussed.

SECTION 3: PERSONS WITH VISUAL IMPAIRMENTS

1. Reader

Staff will communicate the content of written materials by reading them aloud to visually impaired persons.

2. Large print, taped, and Braille materials

3. Any other available aids should be discussed.

SECTION 4: PERSONS WITH MANUAL IMPAIRMENTS

1. Personal
2. Typewriters
3. Other adaptive self-help devices.

IX. RESIDENTIAL ANTIDISPLACEMENT PLAN

SECTION 1: PLAN

St. Bernard Parish Government (the Grantee) hereby adopts the following Residential Anti-displacement and Relocation Assistance Plan Under Section 104(D) of the Housing and Community Development Act Of 1974, as Amended.

The Grantee will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended as described in 24 CFR 570.606(b)(1).

All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the Grantee will notify the public and submit to the Division of Administration the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to use other than low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain in a low/moderate-income unit for at least ten (10) years from the date of initial occupancy.

The Grantee will provide relocation assistance, as described in 570.606(b)(2), to each low/moderate-income based household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the Grantee will take the following steps to minimize the displacement of persons from their homes:

1. All public facilities projects (water, sewer, gas, etc.) will be designed so that there will be no displacement of any residences or businesses;
2. No homes will be demolished that can be rehabilitated; and
3. There will be no displacement of any residential or business occupants on CDBG projects.

The Grantee has appointed a Residential Anti-displacement and Relocation Assistance Officer to provide relocation assistance and advisory services to residents as needed.

X. RESIDENTIAL ANTIDISPLACEMENT CERTIFICATION

SECTION 1: CERTIFICATION

St. Bernard Parish Government (the Grantee) hereby certifies that it is following a residential anti-displacement and relocation assistance plan and that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under S570.606(a) and HUD implementing regulations at 24 CFR Part 42; the requirements in S570.606(b) governing the residential anti-displacement and relocation assistance plan under Section 104(d) of the Housing and Community Development Act of 1974; the relocation requirements of S505.606(c) governing displacement subject to Section 104(d) of the Act; and the relocation requirements of 505.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

Louis Pomes, Parish President

Name and Title of Chief Elected Official

TBD

Date

XI. RECORDS MANAGEMENT POLICY

SECTION 1: POLICY

The purpose of this policy is to provide a framework and assign responsibilities for ensuring that full and accurate records of the activities related to the St. Bernard Parish Government (the Grantee) CDBG-DR Program are created in accordance with the requirements of the U.S Department of Housing and Urban Development and the State of Louisiana, Office of Community Development. The policy aims to ensure that these records are managed and maintained for as long as they are required to support the functions, activities and accountabilities required in accordance with the Grantee's Cooperative Endeavour Agreement with the State of Louisiana, Office of Community Development.

SECTION 2: SCOPE

This policy applies to all staff of the Grantee whether permanent or temporary, including consultants, contractors and volunteers.

This policy applies to all activities performed by or on behalf of the Grantee, in whatever manner they are conducted. This includes all written correspondence, whether paper or electronic, and all spoken transactions, including meetings and telephone calls. Equally, it covers all records of these activities regardless of the media in which they are captured.

SECTION 3: POLICY STATEMENT

The Grantee is subject to the Public Records Law found in La. R.S. 44:1, et seq., which provides for the maintenance and disclosure of public records and to the record keeping requirements of the State CDBG regulations found in 24 CFR 570.490. This requires the creation and maintenance of full and accurate records that support the day-to-day functions and activities of the Grantee related to the CDBG-DR Program. These records provide evidence of these functions and activities and form part of the public record.

SECTION 4: GUIDELINES

1. Records Management System

The Grantee maintains a hard copy physical files records management system for the management of all records related to the CDBG-DR Program. The key processes managed by this system include:

- a. the capture of all records;
- b. the storage of all records; and
- c. security and access to such records.

Physical files are stored in designated areas of the Grantee's office.

The Chief Elected Official of the Grantee is ultimately responsible for the operation and maintenance of the records management system.

2. Recordkeeping Principles

This Grantee expects that:

- a. All staff will create and maintain full and accurate records of all activity.
- b. All public records will be captured into the central recordkeeping system in accordance with the best practice guidelines issued by the State of Louisiana Office of Community Development and according to the HUD Model Record Keeping Requirements Guide.
- c. Staff may not keep public records in separate, individual filing systems or on their hard-drive.
- d. All records will be named in accordance with the approved CDBG-DR classification scheme.
- e. Physical files will be kept in the designated areas unless required for specific purposes. The location of physical files will be kept up-to-date at all times.
- f. No staff member will dispose of public records unless authorized to do so.
- g. Records must be retained for a minimum period of five (5) years after close-out of the program.

SECTION 5: REGULATORY FRAMEWORK

Relevant legislation with which this policy complies includes:

1. La. R.S. 44:1, et seq.
2. 24 CFR 570.490
3. Louisiana Office of Community Development Policies and Procedures

SECTION 6: RESPONSIBILITIES

The Chief Elected Official of the Grantee is ultimately responsible for:

1. Ensuring compliance with legislative and regulatory requirements for recordkeeping;
2. Authorizing the recordkeeping policy;
3. Assigning responsibilities for recordkeeping;
4. Supporting recordkeeping within the CDBG-DR Program;
5. Ensuring that Grantee policies support the creation and maintenance of full and accurate records of the CDBG-DR program's functions and activities;
6. Ensuring that the Grantee's recordkeeping policies and procedures will meet recommended practice guidelines and stand up to external scrutiny;
7. Ensuring that no illegal records disposal takes place;
8. Ensuring that all new staff receive records management induction; and
9. Monitoring staff compliance with the Grantee's recordkeeping systems.

All Grantee Staff are responsible for:

1. Complying with the Grantee's documented records management policies and procedures;
2. Creating full and accurate records of activities, transactions, and decisions carried out during the course of daily activity;
3. Ensuring that such records are maintained by being captured into the Grantee's records management system and by handling records with care and respect so as not to damage them or compromise their

integrity;

4. Preventing unauthorized access to records; and
5. Ensuring that no records are destroyed or removed unless permitted by a current disposal authority.

SECTION 7: MONITORING AND REVIEW

This policy will be regularly monitored and reviewed to ensure that it remains relevant to the aims and requirements of the CDBG-DR program. Staff compliance with the policy and associated procedures will be monitored on an ongoing basis through staff self-assessment and by the Chief Elected Official or his or her designee.

SECTION 8: CDBG-DR PROGRAM

The Grantee will follow the guidelines as described in the CDBG-DR Grantee Administrative Manual regarding record keeping.

XII. MONITORING PLAN

SECTION 1: POLICY

In order for St. Bernard Parish Government (the Grantee) to comply with its monitoring responsibilities of projects funded from the State of Louisiana Community Development Block Grant Disaster Recovery Program, the following Monitoring Plan will be utilized.

SECTION 2: MONITORING PLAN OBJECTIVES

The objectives of the Monitoring Plan are that the Grantee will:

1. Comply with all regulations governing their administrative, financial, and programmatic operations as required in the Cooperative Endeavor Agreement between the Grantee and the Office of Community Development (OCD);
2. Ensure that CDBG-DR funds are used for intended eligible activities and the activities meet a National Objective;
3. Achieve performance objectives as set forth by OCD within schedule and budget;
4. Avoid Duplication of Benefits with other programs; and
5. Conduct the program in a manner to prevent, detect, and eliminate fraud, waste and abuse with particular emphasis on mitigation of fraud, abuse and mismanagement related to accounting, procurement, and accountability.

SECTION 3: MONITORING REQUIREMENTS AND PROCEDURES

1. Maintain adequate documentation to demonstrate the project meets a HUD National Objective and is Recovery Related.

The Grantee will conduct periodic desk reviews of the program files to determine that the files meet the minimum documentation requirements to demonstrate projects meet the eligibility requirements of the

program and has an acceptable documented plan of correction to ensure all new & current clients have the necessary documentation.

2. Maintain adequate documentation that the program follows written standards and guidelines for the procurement of supplies, equipment, construction, and services to ensure that they are obtained as economically as possible through an open and competitive process, and that purchases are managed with good administrative practices and sound business judgment & prohibits conflicts of interest.

The Grantee will conduct periodic desk reviews of program files to determine that:

- a. The Grantee's written procurement procedures comply with current CDBG-DR procurement guidelines and practices. This review should be conducted on an annual basis at a minimum.
- b. That each procurement activity is supported by documentation that steps were taken to ensure an open and competitive process and that some form of cost/price analysis was performed.
- c. A system is in place for tracking property and other assets bought or leased with CDBG-DR funds.

3. Maintain adequate documentation of compliance with HUD Environmental Regulations found at 24 CFR Part 58.

Prior to the expenditure of funds for an activity the Grantee will verify that the appropriate level of environmental clearance has been obtained. A complete Environmental Review Record will be maintained for each project. The ERR will be reviewed on a periodic basis to ensure that the record is complete and that no changes have occurred that effect the viability of the ERR.

4. Maintain records to document compliance with Federal requirements.

The Grantee will conduct periodic desk reviews of program files to determine that adequate documentation exists to verify compliance with the following Federal requirements.

- a. Fair Housing Act - 24 CFR part 100 & 107
- b. Executive Order 11063
- c. Civil Rights Act of 1964 - 24 CFR part 1
- d. Age Discrimination Act 42 - 24 CFR part 146
- e. Section 504 of the Rehabilitation Act of 1973
- f. American's with Disabilities Act - 28 CFR part 36
- g. Federal Labor Standards Requirements
- h. Section 3 of the Housing & Urban Development Act of 1968
- i. Good faith efforts to use women and minority owned businesses per Executive Order 11625, 12432, & 12138
- j. Lead Based Paint Requirements - 24 CFR 576.79
- k. Use of facilities and services must be available to all on a nondiscriminatory basis.
- l. Flood Insurance - 24 CFR 576.80(b)
- m. Relocation Requirements - 24 CFR 576.80(b)
- n. Minimize Displacement - 24 CFR 576.80(a)

- o. Conflict of Interest - 24 CFR 675.70(d); 24 CFR 84.42
5. If the activity involves acquisition, relocation, or displacement, then, verify compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The Grantee will establish a property acquisition file for each acquisition, relocation or displacement that is subject to the Uniform Relocation Act. The file will be reviewed to verify that it contains all required documentation including notices to homeowners or tenants, appraisal reports, Statement of Just Compensation, executed Acts of Sale or Donation, and a summary closing statement.

6. Follow written policies and procedures to maintain adequate oversight and control of its finances to ensure accurate, current, and complete disclosure of financial results.

The Grantee will establish written procedures relative to the expenditure of CDBG-DR funds to record financial transactions, to determine the reasonableness and allowability of costs, to separate duties to ensure no one individual has authority over an entire financial transaction, and to routinely compare expenditure and budget. The Grantee will periodically review its procedures to determine if personnel changes or other factors require revisions to the procedures.

7. Verify that expenditures are eligible under the Cooperative Endeavor Agreement / program regulations, that they are correctly classified and are supported by the general ledger, timesheets, payroll register, invoices, contracts, purchase orders, and receipts.

The Grantee will review all expenditures to determine that they are eligible, correctly classified, and have sufficient supporting documentation to demonstrate expenditures were incurred and justified. All invoices shall be signed by the Chief Elected Official or designee prior to payment. The Grantee will periodically review the payment files to determine that appropriate review and approval procedures are being followed.

8. Engage an independent auditor on an annual basis to review program income and expenditures.

The Grantee will maintain on file the most recent annual audit that states that financial statements accurately reflect the actual revenues, assets, expenditures, and liabilities of the CDBG-DR program. The audit file will also contain documentation that the Grantee quickly addressed any audit deficiencies, compliance findings, questioned costs, or recommendations included in the audit.

9. Verify that the CDBG-DR Program is progressing as planned and that program goals are achievable and within reach.

The Grantee will maintain documentation that demonstrates goals are being met and produces quantifiable data for performance reporting. The Grantee will periodically review the performance of its personnel and consultants to determine they have the continuing capacity to carry out the CDBG-DR Program.

SECTION 4: CORRECTIVE ACTION PROCEDURES

If it is determined that the Grantee has not met a requirement of the CDBG-DR Program, the Grantee will note this determination and will take corrective action within sixty (60) days. If unable to demonstrate compliance, the Grantee will take corrective action or remedial action. Said actions will be designed to

prevent a continuation of the deficiency; mitigate; to the extent possible, its adverse effects or consequences; and prevent its recurrence.

SECTION 5: SUB-RECIPIENTS

If sub-recipients are utilized, the Grantee will be responsible for ensuring that CDBG-DR funds are used in accordance with all program requirements. At a minimum, each project shall be visited at least twice.

The initial visit will review the Sub-recipient's accounting system, review the Sub-recipient's understanding of the program financial requirements, review Sub-recipient's files for required policies and procedures, and review Sub-recipient's records system for maintaining appropriate programmatic documentation. The purpose of this initial visit is to increase the sub-recipient's understanding of Program requirements and to discuss the following:

1. Eligible activities
2. Allowable costs
3. Maintenance of appropriate program documentation
4. Reporting requirements
5. Sub-recipient's financial standards and systems
6. Procurement procedures
7. Environmental clearance procedures
8. Deadline for expenditure of funds

The second visit will occur during the project's implementation. The visit shall review both financial and programmatic records and files, shall review accomplishments and progress in relation to original expectations, programmatic objectives and federal objectives.

The organization and frequency for on-site administrative and programmatic monitoring will depend on a Risk Assessment based on the type of project and the prior experience of the sub-recipient with CDBG funded activities. The visits will include compliance with appropriate regulations and the provision of required documents. The files will be examined for completeness and a test of reasonableness of expenditures. In addition, the following may also be included: an Activity Summary, a Project Status Report, a Summary of Problems Encountered, and a Plan for Problem Resolution.

Site visits will also be performed periodically when construction is involved to monitor Labor Standards requirements. Davis Bacon interviews will be performed, payrolls will be reviewed on a weekly basis, and follow up will be provided when wage restitutions are required.

If the activity involves acquisition, relocation, or displacement, then, monitoring will be performed to ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

To ensure further due diligence, sub-recipients will be required to have audits performed pursuant to 2 CFR 200 and submitted to the Grantee on an annual basis. In addition, sub-recipients will be required to submit monthly or quarterly reports, as well as annual reports for the duration of the period of the project or restrictive covenant.

If it is determined that the sub-recipient has not met a requirement of the CDBG-DR Program, the Grantee will provide written notice of this determination and give the sub-recipient an opportunity to demonstrate within thirty days that it has taken corrective action. If unable to demonstrate compliance, the Grantee will take corrective action or remedial action. Said actions will be designed to prevent a continuation of the deficiency; mitigate; to the extent possible, its adverse effects or consequences; and prevent its recurrence.

Sub-recipients may be required to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency through one or more of the following:

1. Prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
2. Establish and follow a management plan that assigns responsibilities for carrying out the remedial action;
3. Cancel or revise activities likely to be affected by the performance deficiency, before expending CDBG-DR funding for the activity.

XIII. LANGUAGE ACCESS PLAN

SECTION 1: INTRODUCTION

This Language Access Plan has been prepared to address St. Bernard Parish Government (the Grantee) responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled Improving Access to Services for Persons with Language Access, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds.

SECTION 2: PLAN SUMMARY

The Grantee has developed this Language Access Plan to help identify reasonable steps for providing language assistance to persons with Language Access (LAP) who wish to access services provided. As defined Executive Order 13166, LAP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LAP persons that assistance is available.

In order to prepare this plan, the system used the four-factor LAP analysis which considers the following factors:

1. The number or proportion of LAP persons in the service area who may be served by the Grantee.
2. The frequency with which LAP persons come in contact with the Grantee's services.
3. The nature and importance of services provided by the Grantee to the LAP population.
4. The interpretation services available to the Grantee and overall cost to provide LAP assistance. A

summary of the results of the four-factor analysis is in the following section.

SECTION 3: FOUR-FACTOR ANALYSIS

1. The number or proportion of LAP persons in the service area who may be served or are likely to require Grantee services.

Grantee staff reviewed the U.S. Census Report and determined that 8.1% of the population within the jurisdiction speak a language other than English. Of these 3,325 persons, 1,243 have Language Access issues; that is, they speak English "not well" or "not at all". This is less than 1% of the overall population of the Grantee. Of those persons with Language Access issues, 743 speak Spanish, 88 speak other Indo-European languages, 328 speak Asian/Pacific Island languages, and 84 speak other languages.

2. The frequency with which LAP persons come in contact with Grantee services.

Grantee staff reviewed the frequency with which Grantee elected officials and staff have, or could have, contact with LAP persons. This includes documenting phone inquiries or office visits. To date, the Grantee has had 0 requests for interpreters and 0 requests for translated program documents. Grantee elected officials and staff have had very little contact with LAP persons.

3. The nature and importance of services provided by the Grantee to the LAP population.

There is no large geographic concentration of any type of LAP individuals in the service area of the Grantee. The majority of the population (91.9%) speak only English. As a result, there are few social, service, professional and leadership organizations within the Grantee's jurisdiction that focus on outreach to LAP individuals. Grantee elected officials and staff are most likely to encounter LAP individuals through office visits, phone conversations, notifications from public works staff of impacts on services and attendance at public meetings.

4. The resources available to the Grantee and overall costs to provide LAP assistance.

The Grantee reviewed its available resources that could be used for providing LAP assistance, which of its documents would be most valuable to be translated if the need should arise and contacted local citizens that would be willing to provide voluntary translation if needed within a reasonable time period. Other language translation if needed would be provided through a telephone/internet interpreter for which the Grantee would pay a fee.

SECTION 4: LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to the Grantee's services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

Identifying an LAP person who needs language assistance:

- Post notice of LAP Plan and the availability of interpretation or translation services free of charge in languages LAP persons would understand at initial points of contact. The Grantee will display HUD's language Identification ("I SPEAK") cards in Grantee offices.

- Grantee elected officials and staff will also be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises.
- All Grantee staff will be informally surveyed periodically on their experience and frequency concerning any contacts with LAP persons during the previous year.
- Translation may not be able to be provided at every event but can easily be identified for the need for future events.

Language Assistance Measures

Although there is a very low percentage in the Grantee's jurisdiction of LAP individuals, that is, persons who speak English "not well" or "not at all", it will strive to offer the following measures:

1. Grantee staff will take reasonable steps to provide the opportunity for meaningful access to LAP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LAP persons:
 - i. Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time period.
 - ii. Language interpretation will be accessed for all other languages through a telephone interpretation service/internet

SECTION 5: STAFF TRAINING

The following training will be provided to all staff:

- Information on the Title VI Policy and LAP responsibilities; annually and upon hire
- Description of language assistance services offered to the public; in person and telephone
- Use of the "I Speak" cards
- Documentation of language assistance requests

SECTION 6: TRANSLATION OF DOCUMENTS

The Grantee has evaluated the cost and benefits of translating documents for potential LAP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.

Due to the very small local LAP population, the Grantee does not have a formal outreach procedure in place. However, when and if the need arises for LAP outreach, the Grantee will consider the following options:

- When staff prepares a document, advertisement or schedules a meeting, for which the target audience is expected to include LAP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LAP population.

SECTION 7: MONITORING AND LAP PLAN UPDATES

The Grantee will update the LAP Plan as required. At a minimum, the plan will be reviewed and updated when data from the U.S. Census is available; or when it is identified a higher concentration of LAP individuals are present in the Grantee's jurisdiction. Updates will include:

- Determination of the current LAP population in the service area.
- The number of documented LAP person contacts experienced annually.
- How the needs of LAP persons have been addressed.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether the Grantee's financial resources are sufficient to fund language assistance resources needed.
- Determine whether the Grantee fully complies with the goals of this LAP Plan.

SECTION 8: DISSEMINATION OF THE LAP PLAN

The Grantee will post signs in public spaces notifying LAP persons of the LAP Plan and how to access language services.