

**ORDINANCE**

**CITY OF NEW ORLEANS**

**CITY HALL: November 6, 2025**

**CALENDAR NO. 35,301**

**NO. \_\_\_\_\_ MAYOR COUNCIL SERIES**

**BY: COUNCILMEMBER GREEN (BY REQUEST)**

**AN ORDINANCE** to approve and authorize the City of New Orleans (“City”), by and through the New Orleans Aviation Board (“NOAB”), to enter into a Cooperative Endeavor Agreement (“CEA”) with the State of Louisiana, Division of Administration, Office of Community Development (“OCD”); and otherwise to provide with respect thereto.

**WHEREAS**, in accordance with Section 5-602 of the Home Rule Charter for the City, NOAB is charged with the administration and operation of the Airport; and

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

**WHEREAS**, the NOAB is a governmental entity or political subdivision or non-governmental entity of the State of Louisiana; and

**WHEREAS**, the CEA will provide disaster recovery funds to assist the NOAB in the payment of the non-federal Cost-Share for eligible activities under the Stafford Act Public Assistance Grant Program, which will facilitate the expeditious and effective

recovery of public services in Louisiana as part of the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Grant; **NOW, THEREFORE**

1           **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**  
2 **ORDAINS,** That the Council hereby approves, and that the City of New Orleans, by and  
3 through the New Orleans Aviation Board, be and is hereby authorized to sign the following  
4 cooperative endeavor agreement in substantial conformance to and with Exhibit "A" attached  
5 hereto and made a part hereof:

6	<u>Exhibit</u>	<u>Document</u>
7	A	CDBG Disaster Recovery Program Grant through the FEMA
8		Public Assistance Nonfederal Share Match Program

**ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS** \_\_\_\_\_

\_\_\_\_\_  
**PRESIDENT OF THE COUNCIL**

**DELIVERED TO THE MAYOR ON** \_\_\_\_\_

**APPROVED:**  
**DISAPPROVED:** \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

**RETURNED BY THE MAYOR ON** \_\_\_\_\_ **AT** \_\_\_\_\_

\_\_\_\_\_  
**CLERK OF COUNCIL**

**ROLL CALL VOTE:**  
**YEAS:**  
**NAYS:**  
**ABSENT:**  
**RECUSED:**

**EXHIBIT A**

Community Development Block Grant Disaster Recovery Program Grant (“CDBG-RP”)  
through the FEMA Public Assistance Non-federal Share Match Program

[SHOWN ON THE NEXT PAGE]

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION**  
**OFFICE OF COMMUNITY DEVELOPMENT-DISASTER RECOVERY**

**AGREEMENT**  
**IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK**  
**GRANT DISASTER RECOVERY PROGRAM THROUGH THE**  
**FEMA PUBLIC ASSISTANCE NON-FEDERAL SHARE MATCH PROGRAM**

**THE CITY OF NEW ORLEANS**  
**by and through**  
**THE NEW ORLEANS AVIATION BOARD**

AL 14.228  
Grant # B-21-DF-22-0001/Year 2021 Ida & May Storms

PO# \_\_\_\_\_

This Agreement (“Agreement”) is entered into by and between THE CITY OF NEW ORLEANS by and through THE NEW ORLEANS AVIATION BOARD (“Subrecipient”) and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT-DISASTER RECOVERY (“LOCD-DR”), each represented herein by their undersigned, duly authorized representatives. Subrecipient and the LOCD-DR may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

**PREAMBLES**

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

**WHEREAS**, in the aftermath of Hurricanes Laura, Delta and Ida and Severe Storms, Tornadoes, and Flooding, the United States Congress, through Public Law 117-43 appropriated funds to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program for use through the State of Louisiana for disaster recovery; and

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

**WHEREAS**, the Subrecipient is a governmental entity or political subdivision or non-governmental entity eligible for reimbursement for repair of damages under the Stafford Act Public Assistance Grant Program (PA Program); and

**WHEREAS**, the New Orleans Aviation Board oversees the administration and maintenance of the Louis Armstrong New Orleans International Airport and represents the City of New Orleans in all aviation matters.

**WHEREAS**, on July 13, 2022, HUD approved Louisiana’s Action Plan for the Utilization of CDBG-DR Funds in Response to the 2020 and 2021 major disaster events (the “Action Plan”). Action Plan Amendment Number 1 was approved by HUD on September 20, 2022, to meet the Statewide long-term Unmet Recovery and Resiliency needs of Louisiana. Amendment Number 1 further details the additional funding for Disaster Recovery Federal Emergency Management Agency (FEMA) Public Assistance Non-federal Share Match Program (“the Program”), which is designed to provide the required non-federal share of FEMA Public Assistance Grants related to 2020 and 2021 Hurricanes; and

**WHEREAS**, the public purpose to be derived from this Agreement is the expeditious and effective recovery of public services in Louisiana as part of the CDBG Disaster Recovery Program through the FEMA Public Assistance Non-federal Share Match Program; and

**WHEREAS**, the actions of the LOCD-DR and Subrecipient will meet the national objectives of benefitting persons of Low-to-Moderate income, Urgent Need, and elimination of slum and blight, that will result in a public benefit described in detail in this Agreement, not disproportionate to the consideration in this Agreement.

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

## **I. SCOPE OF AGREEMENT**

### **A. Grant Award**

Subject to the terms and conditions of this Agreement, the LOCD-DR, as administrator of the CDBG Disaster Recovery Program, shall make available to Subrecipient disaster recovery funds not to exceed the non-federal cost share of eligible activities identified in Project Worksheets (PWs) obligated under the PA Program. The maximum amount of the grant under this Agreement is one hundred sixty-five thousand nine hundred forty and 17/100 Dollars (\$165,940.17). Subrecipient is aware that the amount allocated to the Program is limited and may not be sufficient to pay the non-federal share of all projects of all Subrecipients under the FEMA PA program under the FEMA Public Assistance grants arising out of the 2020 and 2021 Storms and Flood Events, in which event Subrecipient agrees that LOCD-DR may reduce the amount of Grant Award. If LOCD-DR reduces the Grant Award, Subrecipient agrees to remit the resulting excess payment of Grant Funds to LOCD-DR. In the event that, subsequent to disbursement of the Grant

funds, a portion of or all of the FEMA Public Assistance Grant is de-obligated or otherwise deemed ineligible, Subrecipient shall remit to LOCD-DR the corresponding non-federal cost share paid under this Agreement.

**B. Implementation of Agreement**

Subrecipient's rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.501. Subrecipient is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the LOCD-DR and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the LOCD-DR's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances and Certifications (attached hereto as Appendix A) executed by Subrecipient and made a part hereof. The LOCD-DR's providing of Grant Funds under this Agreement is specifically conditioned on Subrecipient's compliance with this provision and all Program and CDBG regulations, guidelines, and standards.

**C. Goals and Objectives**

The activities of the Program are expected to assist Subrecipient in the payment of the non-federal Cost-Share for eligible activities under the PA Program as reflected in the scope of work in PWs obligated for the Subrecipient.

**D. The Program**

**1. Statement of Work**

The work for which the Grant Award is issued are the projects which are the subject of the PW(s) listed in Exhibit A, attached hereto and made a part hereof.

The Grant Funds will be issued in accordance with the payment process specified herein. In the event that LOCD-DR requires information or documentation establishing the national objective and eligible activity of any project, or other information relative to CDBG eligibility, Subrecipient shall provide such information to LOCD-DR.

**2. The Budget**

The "Budget" for the Agreement shall be the non-federal cost share identified in PWs obligated by FEMA for the benefit of Subrecipient.

**3. Eligible Expenses**

Subrecipient shall receive and use Grant Funds for Eligible Expenses, as defined herein. “Eligible Expenses” for Grant Funds under this Agreement include those applied to eligible activities, as defined in the current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer to [http://www.doa.la.gov/Pages/LOCD-DR-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/LOCD-DR-dru/Action_Plans.aspx)) that are recovery-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the LOCD-DR in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the LOCD-DR, including but not limited to those within 24 CFR 570.482. Certification by the Governor’s Office of Homeland Security and Emergency Preparedness (“GOHSEP”) that PA Program funding has been disbursed to Subrecipient does not guarantee that expenses are eligible for CDBG reimbursement under this Agreement.

#### **4. Citizen Participation Requirements**

Subrecipient shall comply with all HUD and LOCD-DR citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending, and future applicable Action Plan Amendment(s) (refer to [http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx)).

#### **5. Building Code Standards**

Subrecipient shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1<sup>st</sup> Extraordinary Session of the Louisiana Legislature, including any later revisions to the relevant statutes, as applicable.

#### **6. Mitigation Plan**

Subrecipient is responsible for ensuring that the Program and all projects implemented therein consider and/or propose a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

#### **7. Assurances**

Subrecipient shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Subrecipient’s responsibility to require that all of its contractors, and all tiers of their subcontractors, all subrecipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Subrecipient has prior to the execution of this Agreement executed the Statement of Assurances and Certifications, attached hereto and incorporated herein as Appendix A, reflecting

compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Subrecipient is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

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

## **8. Cooperation with HUD and the LOCD-DR**

Subrecipient hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines, and requirements, as they relate to the application, acceptance, and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which, by its emergency nature, is subject to ongoing modification and clarification. The LOCD-DR's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Subrecipient agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the LOCD-DR regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the LOCD-DR and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the LOCD-DR, the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Subrecipient shall be responsible for remitting these funds to the LOCD-DR. Failure to complete the Program described in the Statement of Work may constitute a basis for disallowance of costs.

## **E. Contract Monitor/Performance Measures**

The contract monitor for LOCD-DR on this Agreement is the Executive Director of LOCD-DR, or designee. The performance measures for this Agreement shall include the successful performance and completion of Subrecipient's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Subrecipient shall submit to LOCD-DR, on a schedule and dates to be provided by LOCD-DR, but not less than every six (6) months, a report of Project progress and beneficiary data in an acceptable format approved by LOCD-DR. Subrecipient is responsible for maintaining project files and support documentation for the information contained in the reports.

Subrecipient shall also comply with the provisions of 2 CFR 200 with regard to the monitoring and reporting of Program performance and shall be responsible for providing LOCD-DR with any additional project progress and beneficiary data as required by federal and state law. It shall be the Subrecipient's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Reporting requirements may require Subrecipient to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the Program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Subrecipient's obligation to implement any contractual arrangements it may need for use of, and access to, such data. Subrecipient will cooperate with LOCD-DR regarding Program oversight and evaluation. The Monitoring Plan to be used by Subrecipient, must satisfy CDBG program requirements and must be acceptable to LOCD-DR.

**F. Duplication of Benefits**

In the event that alternate sources are or become available to Subrecipient for funding which the LOCD-DR is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement (other than the PA funds being matched), or other sources, Subrecipient agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the LOCD-DR for the funding under this Agreement.

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

**II. PAYMENT PROCESS**

- A.** Subrecipient shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of the LOCD-DR, or his/her designee. Payment may only be provided to Subrecipient subsequent to completion of a project covered by a PW, upon certification to LOCD-DR by GOHSEP, Recovery Division that a Request for Reimbursement has been submitted to GOHSEP, and PA Program funding has been disbursed to Subrecipient.

Payment to Subrecipient will be made on a cost reimbursement basis for actual costs incurred for the project funded under the PW. Subrecipient shall be required by the LOCD-DR to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of the LOCD-DR, or his/her designee, approved draw requests shall be submitted to the LOCD-DR Financial Manager, or his designee, for approval of payment. Draw requests not approved by the Executive Director of the LOCD-DR or the LOCD-DR Financial Manager, or their respective designees, shall not be paid, but returned to Subrecipient for further processing.

LOCD-DR may elect in its sole discretion to issue payment prior to GOHSEP certification and payment of the PA funding. In the event that the subsequent GOHSEP certification of the PW and payment of PA funding is lower than the amount upon which LOCD-DR issued its payment, Subrecipient agrees it shall return the amount of excess overpayment to LOCD-DR.

- B.** Upon approval of payment by the LOCD-DR as provided for above, payment of Eligible Expenses shall be provided to Subrecipient via electronic funds transfer.
- C.** Grant Funds shall not be drawn in advance. Indirect costs are not reimbursable under this Agreement.
- D.** If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by LOCD-DR.
- E.** Eligible travel expenses incurred under this Agreement shall be paid in accordance with PPM 49 in effect at the time the expense was incurred, if provided for in the Budget.
- F.** In the event of non-compliance with this Agreement, the LOCD-DR may withhold payment to the Subrecipient until the LOCD-DR deems the Subrecipient has brought the Program into compliance. Noncompliance with any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

### **III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT**

#### **A. Term of Agreement**

This Agreement shall begin on May 17, 2021, and shall end on December 31, 2027, unless otherwise terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the execution of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

## **B. Termination/Suspension for Cause**

The LOCD-DR may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, which shall include, but not be limited to, the following:

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

If, through any cause, Subrecipient shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the LOCD-DR shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

Subrecipient may submit payment requests to LOCD-DR up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed prior to the date of termination contained within the notice and otherwise reimbursable under the terms of this Agreement. Any payment to Subrecipient shall be limited to the compensation provided in this paragraph. Subrecipient shall not be entitled to lost profits, lost revenue, or any other compensation or damages.

If, subsequent to the disbursement of the Grant funds, a portion of or all of the Grant is de-obligated or otherwise deemed ineligible, the Subrecipient shall remit to LOCD-DR the de-obligated or otherwise deemed ineligible grant funds previously paid under this agreement, as a return of grant funds, within thirty (30) days of the notice, unless an extension is granted by LOCD-DR.

## **C. Termination for Convenience**

The LOCD-DR may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Subrecipient.

Subrecipient may submit payment requests to LOCD-DR no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed prior to the date of termination contained within the notice and otherwise reimbursable under the terms of this Agreement. Any payment to Subrecipient shall be limited to the compensation provided in this paragraph. Subrecipient shall not be entitled to lost profits, lost revenue, or any other compensation or damages.

If, subsequent to the disbursement of the Grant funds, a portion of or all of the Grant is de-obligated or otherwise deemed ineligible, the Subrecipient shall remit to LOCD-DR the de-obligated or otherwise deemed ineligible grant funds previously paid under this agreement, as a return of grant funds, within thirty (30) days of the notice, unless an extension is granted by LOCD-DR.

Subrecipient may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to LOCD-DR, with such written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, LOCD-DR determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the Termination/Suspension for Cause provision of this Agreement or the foregoing paragraph of this Termination for Convenience provision.

#### **D. Termination Due to Unavailable Funding**

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the LOCD-DR to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the LOCD-DR for fulfillment of the Agreement terms shall constitute a reason for termination of the Agreement by either Party.

Subrecipient may submit payment requests to LOCD-DR no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed prior to the date of termination contained within the notice and otherwise reimbursable under the terms of this Agreement. Any payment to Subrecipient shall be limited to the compensation provided in this paragraph. Subrecipient shall not be entitled to lost profits, lost revenue, or any other compensation or damages.

If, subsequent to the disbursement of the Grant funds, a portion of or all of the Grant is de-obligated or otherwise deemed ineligible, the Subrecipient shall remit to

LOCD-DR the de-obligated or otherwise deemed ineligible grant funds previously paid under this agreement, as a return of grant funds, within thirty (30) days of the notice, unless an extension is granted by LOCD-DR.

**E. Obligations Governing Use of CDBG Funds Survive Termination**

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

**IV. ADMINISTRATIVE REQUIREMENTS**

**A. General Administrative Requirements**

Subrecipient shall comply with 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards”, as modified by 24 CFR 570.502(a), “Applicability of uniform administrative requirements.”

**B. Financial Management**

Subrecipient shall administer its Project in conformance with 2 CFR 200. Subrecipient also agrees to adhere to the accounting principles and procedures required therein, utilize and create adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied to all costs incurred.

**C. Documentation and Record-Keeping**

**1. Records to be Maintained**

Subrecipient shall maintain all records required by 24 CFR 570.506, “Records to be maintained,” which are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);
- g. Personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the LOCD-DR to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with 24 CFR Part 570.604, regarding environmental requirements.

## **2. Retention of Records**

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years after the final closeout of the LOCD-DR's federal grant providing the Grant Funds. Subrecipient will be notified of that closeout date by LOCD-DR.

## **3. Access to Records**

The LOCD-DR, the Division of Administration ("DOA"), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall have

access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

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

## **4. Close-outs**

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

## **5. Audits & Inspections**

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

Failure of Subrecipient and/or its contractors and vendors to comply with the above audit requirements will constitute a violation of this Agreement and may, at the LOCD-DR's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Subrecipient, its contractors, and/or sub-contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Subrecipient and its contractor's audits, and 2 CFR part 200.

### **D. Procurement**

Subrecipient shall comply with the current LOCD-DR policy and the requirements of 2 CFR 200 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by Subrecipient. It is agreed by the Parties that, notwithstanding any specialized procurement rules which may apply under state law to Subrecipient, Subrecipient shall, for the purposes of expenditures to be paid or reimbursed under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

## **V. HUD/CDBG COMPLIANCE PROVISIONS**

### **A. General Compliance**

The Subrecipient will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars

<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited to, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Subrecipient shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in Appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Subrecipient agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that Subrecipient does not assume the LOCD-DR's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Subrecipient shall comply with and shall be responsible for ensuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq. (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and
6. Certification by Subrecipient's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and

7. Compliance with “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities”, described in 24 CFR part 58.

Subrecipient has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment for future contracts.

## **B. Discrimination and Compliance Provisions**

Subrecipient, its contractors and sub-contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Subrecipient, its contractors, and sub-contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, gender, national origin, veteran status, political affiliation, age, or disabilities.

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

## **C. Covenant Against Contingent Fees and Conflicts of Interest**

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

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

Subrecipient shall also comply with the current Louisiana Code of Governmental Ethics, as applicable.

**D. Section 3 Compliance in Employment and Training**

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or LOCD-DR in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

**E. Program Income**

**1. Recording Program Income**

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

**2. Remittance of Program Income**

All program income shall be remitted to the LOCD-DR pursuant to a schedule provided by the LOCD-DR.

**F. Use and Reversion of Assets**

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

1. Subrecipient shall transfer to the LOCD-DR any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Subsequent to meeting the national objective requirement and completion of the eligible activity, immovable property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after the closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the LOCD-DR deems appropriate). If LOCD-DR consents to a change of use of the property other than for which the CDBG funds were expended, Subrecipient must comply with the requirements of 24 CFR 570.505. If Subrecipient fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay to the LOCD-DR an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, described above, or such longer period as the LOCD-DR deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the LOCD-DR for the CDBG program or (b) retained by Subrecipient after compensating the LOCD-DR an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Subrecipient is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Subrecipient shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by LOCD-DR before or during this Agreement. Subrecipient shall submit the terms of such interest to LOCD-DR to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property, acknowledging and consenting to the use

restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Subrecipient to a third party, Subrecipient shall contractually ensure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

## **VI. GENERAL CONDITIONS**

### **A. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The LOCD-DR shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers’ Compensation Insurance, as Subrecipient is an independent contractor.

### **B. Hold Harmless/Indemnity Contractors/Subcontractors**

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

To the extent that Subrecipient is permitted to and utilizes the services of any third parties in performance of Subrecipient’s duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Subrecipient and LOCD-DR harmless, defend and indemnify LOCD-DR from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor’s and/or subcontractor’s performance or nonperformance of services.

### **C. Workers’ Compensation**

Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

### **D. Insurance & Bonding**

Unless expressly waived in writing by LOCD-DR, the Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity

bond, or equivalent insurance acceptable to the LOCD-DR, covering all employees in an amount equal to cash advances from the LOCD-DR.

**E. LOCD-DR Recognition**

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

**F. Public Communications**

LOCD-DR and Subrecipient shall coordinate all public communications regarding activities within the Project funded under this Agreement.

**G. Amendments**

The LOCD-DR or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the LOCD-DR and the Office of State Procurement and/or the Louisiana Commissioner of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the LOCD-DR or Subrecipient from its obligations under this Agreement.

The LOCD-DR may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies, and available funding amounts. Failure of Subrecipient to execute the written amendment required by the LOCD-DR may constitute, at the LOCD-DR's discretion, a basis for termination of this Agreement for cause.

**H. No Assignment**

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

**I. Severability**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability

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

**J. Entire Agreement**

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

**K. No Authorship Presumptions**

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

**L. Applicable Law, Venue and Controversies**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement.

Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**M. Delay or Omission**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein

contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

**N. Contract Approvals**

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

**O. Taxes**

Subrecipient shall be responsible for payment of all applicable taxes from the funds to be received under this Agreement. Subrecipient's federal tax identification number is: 72-6000969, and the Unique Entity ID is JC6HLHNG27T9.

**P. Notices**

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

**To the LOCD-DR:**

Executive Director  
State of Louisiana  
Division of Administration  
Office of Community Development  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Facsimile: 225-219-9605

**To Subrecipient:**

Kevin Dolliole  
Director of Aviation  
New Orleans Aviation Board  
900 Airline Drive  
Kenner, LA 70062  
Phone: 504-303-7638

Email: kevind@flymsy.com

**Q. No Third Party Beneficiaries**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

**R. Prohibited Activity**

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

**S. Safety**

Subrecipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Parts 1925 and 1926, shall be observed, and Subrecipient shall take or cause to be taken such additional safety and health measures as Subrecipient may determine to be reasonably necessary.

**T. Fund Use**

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

Subrecipient and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

#### **U. Subcontractors**

Subrecipient may, with prior written permission from the LOCD-DR, enter into subcontracts with third parties (“Subcontractors”) for the performance of any part of Subrecipient’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Subrecipient to the LOCD-DR for any breach in the performance of Subrecipient's duties. Subcontractors’ agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the LOCD-DR shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Subrecipient’s obligation to pay for services performed or materials provided under a subcontract to when the Subrecipient has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Subrecipient is due to deficient performance or lack of performance by the particular subcontractor from which the Subrecipient seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Subrecipient shall not enforce such language.

#### **V. Copyright**

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

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Subrecipient, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the LOCD-DR, and shall, upon request, be returned by Subrecipient to the LOCD-DR at termination or expiration of this Agreement. Cost incurred by Subrecipient to compile and transfer information for

return to the LOCD-DR shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Subrecipient prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Subrecipient.

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

**W. Drug Free Workplace Compliance**

Subrecipient hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Subrecipient and any third parties funded using Grant Funds under this Agreement, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended.

**X. Provision Required by Law Deemed Inserted**

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

*Sign on the next page.*

*Balance of this page left blank intentionally.*

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

**Louisiana Office of Community Development-Disaster Recovery**

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Name: Gina Campo

Title: Executive Director

**City of New Orleans**

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Name: LaToya Cantrell

Title: Mayor

FORM AND LEGALITY APPROVED:

Law Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**New Orleans Aviation Board**

Signed: \_\_\_\_\_

\_\_\_\_\_ Date

Name: Michael Bagneris

Title: Chair

Signed: \_\_\_\_\_

\_\_\_\_\_ Date

Name: Kevin Dolliole

Title: Director of Aviation

**FORM AND LEGALITY APPROVED:**

Signed: \_\_\_\_\_

\_\_\_\_\_ Date

Name: Michele Allen-Hart

Title: General Counsel and Deputy of Legal Affairs

**APPENDIX A**  
**STATEMENT OF ASSURANCES AND CERTIFICATIONS**

This Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the “Notice”).
2. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/ Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.

Subrecipient certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

4. Its chief executive officer, or other officer or representative of Applicant/ Subrecipient approved by the State:
  - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
  - b. Is authorized and consents, on behalf of the Applicant/ Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/ Subrecipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/ Subrecipient’s Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).

6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/ Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/ Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
  - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/ Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/ Subrecipient, this assurance shall obligate the Applicant/ Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
  - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
  - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of,

or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertain to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
  - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
  - f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed under this Agreement, including services performed under any related contractor and/or subcontractor agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or LOCD-DR in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.
12. It will minimize the displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section

104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.

- b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
- c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
- d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of the acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
- e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe, and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of “Non-Uniform Act” acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

- g. It has, in effect, and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
  14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
  15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
  16. It will ensure that the facilities under Applicant/ Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
  17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
  18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
    - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
    - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
  19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b)

for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Subrecipient certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes, regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).

No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.

23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
  - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
  - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
  - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)

26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the

federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but is not limited to, compliance with 42 U.S.C.A. § 4012a and 42 U.S.C.A. § 5154a. Subrecipient, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein-referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or “100-year” floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in an SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA’s National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
  - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C.

§349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer that is the sole or principal drinking water source for an area; and

- b. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.), which provides for the restoration and maintenance of the chemical, physical, and biological integrity of the nation's water.

32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).

33. With regard to wildlife, it will comply with:

- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of the habitat of such species, which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
- b. The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. §661 et seq.) requires that wildlife conservation receive equal consideration and be coordinated with other features of water resource development programs.

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

**SUBRECIPIENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

<b>FEMA Number</b>	<b>PW Number</b>	<b>Size *</b>	<b>Eligible Amount</b>	<b>Federal Percent Match</b>	<b>LOCD-DR Cost</b>	<b>LOCD-DR Percent Match</b>
<b>4611</b>	<b>1475</b>	<b>L</b>	<b>\$ 1,659,401.69</b>	<b>90%</b>	<b>\$ 165,940.17</b>	<b>10%</b>
<b>Total Agreement Amount</b>					<b>\$ 165,940.17</b>	

Non-Federal Match Application

NonFederal-2022-Louis Armstron-MSY - Fire Wat-0162

## Project Worksheet Uploads

**Instructions:**

- All required fields are marked with an \*.
- Given you have the proper permissions, use the **SAVE** button to save information and calculate data on each page.
- Save at least every 30 minutes to avoid losing data.

Please fill in the following sections or attach a detailed scope document.

**Attach your current approved FEMA PA Project Worksheet(s).**

<b>Disaster Number</b>	<b>PW Number</b>	<b>Project Title</b>	<b>Match Amount</b>	<b>Include in program:</b>
4611	1475	MSY - Fire Watch - 686318 - 90%	\$165,940.17	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

The Parties may agree, in writing, to a reallocation of funds between categories within the Budget without the need to amend this Agreement, provided, however, that in no case shall any such reallocations result in an increase or decrease in the total amount of Grant Funds available under the Agreement. An increase or decrease in the total amount of the Grant Funds available under the Agreement shall require a written amendment to this Agreement, signed by a duly authorized representative of each organization, and approved by the LOCD-DR and the Office of State Procurement and/or the Louisiana Commissioner of Administration.

See page 2 of the HUD guidance at <https://files.hudexchange.info/resources/documents/CDBG-DR-Cost-Types-Summary.pdf>, regarding the scope of eligible costs for “Direct Project Costs” and “Activity Delivery Costs”.

The following resolution was offered by Mr./Ms. Nolan Hollins and seconded by Mr./Ms. Delita Maness-Bamey

**RESOLUTION OF THE NEW ORLEANS AVIATION BOARD PROVIDING ACCEPTANCE OF FEDERAL, STATE AND LOCAL AGENCY GRANTS AND REIMBURSABLE AGREEMENTS ISSUED BY THE FEDERAL, STATE AND LOCAL AGENCIES AND AUTHORITIES FOR CAPITAL IMPROVEMENTS TO THE AIRPORT AND/OR OPERATING FUNDS**

Whereas, the Louis Armstrong New Orleans International Airport (the "Airport") wishes to maintain its infrastructure and upgrade its facilities on a continuing basis and to minimize operating expenses borne by the Airport so as to provide an optimum experience for the traveling public, and

Whereas, the Airport has a capital improvement program to guide its planning, design and construction of needed capital improvements, and

Whereas the Airport is committed to seeking and securing the maximum available third-party funding to support its capital program and operating funds, which funding requires acceptance of grant awards and/or commitment to reimbursable agreements in a period sometimes less than one month in between meetings of the NOAB, and

Whereas the Airport has been awarded and accepted Airport Improvement Program (AIP) grants by the Federal Aviation Administration to fund, in part, capital projects in its program and has a policy of commitment to meeting its obligations under existing and future grant agreements with the Federal Aviation Administration, and

Whereas the Airport has been awarded and accepted grants and entered into reimbursement agreements with federal agencies such as the Transportation Security Administration, the Federal Emergency Management Agency, and others to fund, in part, capital projects in its program and to reimburse eligible operating expenses and has a policy of fully complying with all of its obligations under existing and future agreements with federal partners, and

Whereas the Airport is actively seeking funding from state agencies such as the Louisiana Department of Transportation and Development, the Louisiana Recovery Authority, and others to fund, in part, capital projects in its program and to reimburse eligible operating expenses and has a policy of fully complying with all of its obligations under existing and future agreements with state partners, and

Whereas the Airport wishes to expedite the acceptance of AIP grant funds and the acceptance of other grants and execution of reimbursable agreements so to maximize its available federal and state funding and limit the delay in procuring such funds, and

Whereas all grants accepted, all capital funding agreements executed and any reimbursements entered into by the Airport will be placed on the Consent Agenda for ratification by the New Orleans Aviation Board at its next subsequent meeting,

Now, therefore, the New Orleans Aviation Board does hereby authorize the Chairman and/or the Director to accept all future grant awards and other monies and to enter into reimbursable and other similar funding agreements to fund its capital program and/or operating expense reimbursements and to execute any and all documents relating to such acceptances and commitments.

This resolution having been submitted to a vote, the vote thereon was as follows:

Yeas: 7  
Nays: 0  
Absent: 1

And the resolution was declared adopted on this 16<sup>th</sup> day of September, 2009.



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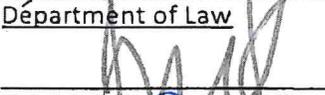
Daniel F. Packer, Jr.  
New Orleans Aviation Board Chairman



**CHECK SHEET TO BE USED FOR  
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS  
BEFORE SUBMISSION TO THE COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

**SYNOPSIS OF DOCUMENT:** Ordinance authorizing the City of New Orleans, as Sponsor, the New Orleans Aviation Board ("NOAB"), and the State of Louisiana to enter into a cooperative endeavor agreement (Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Grant through the FEMA Public Assistance Nonfederal Share Match Program).

1.   
\_\_\_\_\_  
Department Head
2.   
\_\_\_\_\_  
Department of Law
3.   
\_\_\_\_\_  
Chief Administrative Officer
4.   
\_\_\_\_\_  
Executive Assistant for Intergovernmental Relations
5. \_\_\_\_\_  
Initials of Sponsoring Council Member

COUNCIL ACTION

COUNCILMEMBERSPRESENT: \_\_\_\_\_ ABSENT: \_\_\_\_\_

AMENDMENTS:

FINAL ADOPTION:

MOVED:

2, u:

YEAS:

NAYS:

ABSENT:

RECUSED:

6. \_\_\_\_\_  
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3(R)



**LEGISLATIVE SUMMARY**

**TO ACCOMPANY ORDINANCES**

**BEFORE SUBMISSION TO CLERK OF COUNCIL**

**Requesting Department or Agency:** \_\_\_\_\_

**Name of Contact Person:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Initials of Sponsoring Councilmember(s):** \_\_\_\_\_

**DETAILED SYNOPSIS OF THE ORDINANCE**

**Please generally describe the purpose, intent, and effect of the proposed ordinance.**

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**LEGISLATIVE SUMMARY**

**If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.**

**If this section is not applicable, please check this box.**

The parties involved:

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The obligations, expectations, and deliverables of the parties involved:

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Any fiscal implications for the City with the contract:

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The public purpose and need for the contract:

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The duration of the contract:

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**LEGISLATIVE SUMMARY**

**If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.**

**If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

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The general content/requirements of the existing Code provision:

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How the proposed ordinance will alter the existing Code provision(s):

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Why these changes are needed:

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**REQUESTED ADOPTION DATE:** \_\_\_\_\_

Reference: Council Rule 41 & City Code Section 2-813