

COOPERATIVE ENDEAVOR AGREEMENT

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PARISH OF LAFOURCHE

BETWEEN CITY OF THIBODAUX

STATE OF LOUISIANA

AND

**THE DIOCESE OF HOUMA/THIBODAUX
CATHOLIC CHARITIES
GOOD SAMARITAN FOOD BANK OF THIBODAUX**

THIS COOPERATIVE ENDEAVOR AGREEMENT made and entered into by and between the CITY OF THIBODAUX (herein called the "Grantee") and THE DIOCESE OF HOUMA/THIBODAUX/CATHOLIC CHARITIES/ THE GOOD SAMARITAN FOOD BANK OF THIBODAUX (herein called the "Service Agency").

WHEREAS the Service Agency has experienced a need for supplies to the low-moderate income population to prevent, prepare for and respond to the corona virus.

WHEREAS, the Grantee has received Community Development Block Grant COVID-19 (CDBG-CV) funds authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, through the United States Department of Housing and Urban Development (HUD); and

WHEREAS the CDBG-CV Program authorizes grant funds to be utilized to prevent, prepare for, and respond to the impacts of Coronavirus or COVID-19; and

WHEREAS the GRANTEE, in accordance with the grant requirements, intends to utilize said funds for an activity eligible under the provision of new or quantifiable increased public service as stated in the Scope of Service; and

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Service Agency shall provide funding to a new activity in the CDBG 2019 plan to provide supplies to prevent, prepare for and respond to the corona virus. This will include food and supplies. As the State of Louisiana went into a shelter in place order, the most vulnerable of the population continues to need access to food and supplies.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Service Agency certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons. Established protocol in place to take Applications/Declaratory Statements of Eligibility will be taken to determine household income is at or below 80% of median income. All recipients must fall in the SNAP Guidelines for the State of Louisiana which is in line with the Published HUD Income Guidelines.

C. Performance Monitoring

The Grantee shall monitor the performance of the Service Agency during the term of this agreement. Substandard performance as determined by the Grantee will constitute

noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Service Agency within a reasonable period after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

This agreement shall be in force upon execution, and shall end on the 31st day of December, 2021.

III. BUDGET

The budget for this project is **TEN THOUSAND DOLLARS (\$10,000)**. Any amendments to the budget must be approved in writing by both the Grantee and the Service Agency.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **TEN THOUSAND DOLLARS (\$10,000)** reimbursement of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance on a monthly basis. Payments may be contingent upon certification of the Service Agency's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or by e-mail. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee
City of Thibodaux
Department of Housing and Community Development
Janice A. Landry
Director
PO Box 5418
Thibodaux, LA 70302
Phone 985-446-7217
Email cdbg@ci.thibodaux.la.us

Service Agency
The Diocese of Houma Thibodaux
Catholic Charities
The Good Samaritan Food Bank of Thibodaux
Kristen LaFleur, Associate Director of Feeding Ministries
100 Birch Street
Thibodaux, LA 70301
985-447-9776
klafleur@htdiocese.org

VI. SPECIAL CONDITIONS

No special conditions apply.

VII. GENERAL CONDITIONS

A. General Compliance

The Service Agency agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grant (CDBG) including subpart K of these regulations, except that (1) the Service Agency does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Service Agency does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Service Agency also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. Grantee Recognition

The Service Agency shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Service Agency will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

C. Amendments

The Grantee or Service Agency 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 Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Service Agency from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Service Agency.

E. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Service Agency materially fails to comply with any terms of this Agreement, which include (but are not 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 become applicable at any time;
2. Failure, for any reason, of the Service Agency to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Service Agency to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Service Agency, in whole or in part, by 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, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Service Agency agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Service Agency shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Service Agency shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- 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 activities;
- d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- e. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Service Agency shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Service Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Service Agency understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Service Agency's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Service Agency's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during

any period that the Service Agency has control over CDBG funds, including program income.

6. Audits & Inspections

All Service Agency records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Agency within 30 days after receipt by the Service Agency. Failure of the Service Agency to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Service Agency hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Service Agency audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income – N/A

The Service Agency shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Service Agency shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Service Agency may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs N/A

If indirect costs are charged, the Service Agency will develop an indirect cost allocation plan for determining the appropriate Service Agency's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Service Agency funds available under this Agreement based upon information submitted by the Service Agency and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Service Agency, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Service Agency accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Service Agency.

4. Progress Reports

The Service Agency shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Service Agency shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Service Agency shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel N/A

The Service Agency shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Service Agency shall transfer to the Grantee any CDBG 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. Real property under the Service Agency'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 pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Service Agency fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Service Agency shall pay the Grantee 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 acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Service Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Service Agency for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Service Agency agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Service Agency agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

B. Employment Restrictions

1. Prohibited Activity

The Service Agency is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Service Agency agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Service Agency agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Service Agency shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

C. Conduct

1. Assignability

The Service Agency shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Service Agency from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act

The Service Agency agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

3. Lobbying

The Service Agency hereby certifies that: a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Service Agencies shall certify and disclose accordingly: d. Lobbying Certification This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Service Agency does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Service Agency for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communication and proposals, whether electronic, oral, or written between the Grantee and the Service Agency with respect to this Agreement.

WITNESSES:

CITY OF THIBODAUX

Printed Name:

BY: _____

TOMMY ESCHETE
MAYOR

Printed Name:

DIOCESE OF HOUMA-
TERREBONE/CATHOLIC CHARATIES/THE
GOOD SAMARITAN FOOD BANK OF
THIBODAUX

Printed Name:

BY: _____

EXECUTIVE DIRECTOR

Printed Name: