**COMMUNITY HOUSING DEVELOPMENT ORGANIZATION**

**OPERATING EXPENSE AGREEMENT**

by and between

**JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPMENT**

and

**New Hope Community Development Corporation**

**CHDO**

**February 11, 2015**

**Table of Contents**

**CHDO - Operating Expense Agreement**

**ARTICLE I**

DEFINITIONS AND RULES OF INTERPRETATION ‑3‑

SECTION 1.1. Definitions ‑3‑4-

SECTION 1.2. Rules of Interpretation ‑4‑

(a) Successors ‑4‑

(b) Laws ‑5-

(c) Singular/Plural ‑5‑

(d) Certificates and Opinions -5-

(e) References to Agreement ‑5‑

(f) Section and Article References ‑5‑

(g) Captions ‑5‑

**ARTICLE II**

GENERAL REPRESENTATIONS AND COVENANTS ‑5‑

SECTION 2.1. Representations and Covenants of the Agency ‑5‑

SECTION 2.2. Representations and Covenants of the CHDO ‑6‑

**ARTICLE III**

HOME PROGRAM COVENANTS ‑6‑

SECTION 3.1. Use of HOME Funds ‑6‑

SECTION 3.2. Affordability Covenant ‑6‑

SECTION 3.3. Uniform Administrative Requirements ‑6‑

SECTION 3.4. Requests for Disbursement of Funds ‑6‑

SECTION 3.5. Reversion of Assets ‑6‑

SECTION 3.6. Records and Reports -6‑7‑

**ARTICLE IV**

AMOUNT AND AUTHORIZED USES OF HOME FUNDS ‑7‑

SECTION 4.1. HOME Funds Provided ‑7‑

SECTION 4.2. Authorized Uses of HOME Funds ‑7‑

SECTION 4.3. Adjustments to HOME Funds ‑7‑

SECTION 4.4. Recapture of Funds ‑7‑

**ARTICLE V**

DISBURSEMENT OF HOME FUNDS ‑8‑

SECTION 5.1. Incurring Costs for Eligible Activities ‑8‑

SECTION 5.2. Authorization by Agency for CHDO to Draw HOME Funds ‑8‑

**ARTICLE VI**

CERTIFICATIONS ‑8‑

SECTION 6.1. Certifications Upon Draw of HOME Funds ‑8‑

**ARTICLE VII**

AUDITS, REPORTS, RECORDS, INSPECTION AND REVIEW ‑8‑

SECTION 7.1. Duty to Maintain, Right to Inspect and Copy 8‑9‑

SECTION 7.2. Audits ‑9‑

SECTION 7.3. Site Visits ‑9‑

SECTION 7.4. Performance Review ‑9‑

**ARTICLE VIII**

DEFAULT AND REMEDIES ‑10‑

SECTION 8.1. Default ‑10‑

SECTION 8.2. Corrective Action ‑10‑

SECTION 8.3. Penalties ‑10-11-

**ARTICLE IX**

TERMINATION ‑11‑

SECTION 9.1. Enforcement of Agreement ‑11‑

SECTION 9.2. Termination for Cause and HOME Fund Reduction ‑11‑

SECTION 9.3. Claim for Money ‑11‑

**ARTICLE X**

MISCELLANEOUS ‑12‑

SECTION 10.1. Submissions and Notices ‑12‑

SECTION 10.2. Assignment ‑12‑

SECTION 10.3. Successors Bound ‑13‑

SECTION 10.4. Remedies Not Impaired ‑13‑

SECTION 10.5. Cumulative Remedies ‑13‑

SECTION 10.6. Severability ‑13‑

SECTION 10.7. Inspector General ‑13‑

SECTION 10.8. Entire Agreement ‑13‑

SECTION 10.9. Execution in Counterparts ‑13‑

SECTION 10.10. Table of Contents; Titles and Headings ‑13‑

SECTION 10.11. Amendment of this Agreement ‑14‑

SECTION 10.12. Disclaimer of Relationships ‑14‑

SECTION 10.13. Governing Law ‑14‑

SECTION 10.14. Waiver by the Agency ‑14‑

SECTION 10.15. Effective Date ‑14‑

SECTION 10.16. Duration of Agreement ‑14‑

**[SIGNATURE PAGE]** ‑15‑

**TABLE OF APPENDICES** -16-

**APPENDIX 1** -17-18-

**APPENDIX 2** -19-

**APPENDIX 3** -20-

**APPENDIX 3-A** -21-22-

**APPENDIX 3-B** -23-

**APPENDIX 4** -24-

**Operating Expense Agreement**

**THIS OPERATING EXPENSE AGREEMENT**, dated as of **February 11, 2015**  by and between **Jefferson Parish Department of Community Development** (the "Agreement"), with its principal place of business located at 1221 Elmwood Park Blvd., Suite 605, Jefferson, Louisiana 70123 (the “Agency);

and

**New Hope Community Development Corporation** a p­rivate non-profit organization, with its principle place of business located at 2715 Gadsden St., Kenner, LA 70062, that satisfies the requirements of a community housing development organization, or CHDO, as defined in 24 CFR Part 92 of the HOME Regulations; subject to an annual renewal for a period of three years; and

WHEREAS, the **Jefferson Parish Department of Community Development** (the “Agency) has been ordered by the State of Louisiana (the “State”) in applying for, implementing, allocating or administering programs, grants and/or other resources made available pursuant to the Cranston-Gonzales National Housing Act of 1990 (the “Housing Act”); and

WHEREAS, the federal regulations implementing the HOME Program at 24 CFR Part 92 (the "HOME Regulations") specify that a private non-profit organization may qualify as a CHDO upon satisfaction of criteria specified therein; and

WHEREAS, **New Hope Community Development Corporation** has a CHDO funded activity titled **5 LRA Properties**; and

WHEREAS, the Agency sees the benefit to supporting productive CHDOs; and

WHEREAS, the HOME Regulations at 24 CFR 92.208(a) permit up to 5% of a fiscal year HOME allocation to be used for the operating expenses of CHDOs; and

WHEREAS, the HOME Regulations at 24 CFR 92.300(e) permits operating expenses to be provided to CHDOs that are developing, sponsoring or owning housing pursuant to the provisions of HOME Regulations at 92.300(a) provided that such CHDOs enter into written agreements that specify that such CHDOs are expected to receive additional HOME Funds within 24 months of receiving HOME funded operating expenses to develop, sponsor or own housing; and

WHEREAS, the HOME Regulations require that the written agreement shall include provisions (including provisions permitting the Agency to withdraw or reduce HOME funds or take other actions based on non-compliance by the CHDO) as may be appropri­ate to ensure compliance and to enable the Agency to carry out its responsibilities under the HOME Regulations; and

WHEREAS, this Community Housing Development Organization Operating Expense Agreement (the "Agreement") is intended to permit the Agency to allocate funds to CHDOs for operating expenses in accordance with the requirements of the Housing Act, the HOME Regulations and other applicable laws and regulations; and

WHEREAS, New Hope Community Development Corporation agrees to submit requests for reimbursement for operating expenses that are reasonable and necessary costs for the operation of its CHDO according to the approved budget; and

WHEREAS, **New Hope Community Development Corporation** and the **Jefferson Parish Department of Community Development** have entered into this agreement until **June 30, 2015** beginning **February 11, 2015**;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree:

**ARTICLE I**

**DEFINITIONS AND RULES OF INTERPRETATION**

**SECTION 1.1**. Definitions . All words and phrases not otherwise defined herein shall have the same meaning as assigned to such words and phrases in the Housing Act and the HOME Regulations. The terms defined in this Article I shall, for all purposes of this Operating Expense Agreement, have the meanings herein specified unless the context clearly otherwise requires.

**"Agency"** shall mean the Jefferson Parish Department of Community Development.

**"Agreement"** shall mean this Community Housing Development Organization Operating Expense Agreement.

**"Application"** shall mean the applications and exhibits and appendices submitted to the Agency by the Community Housing Development Organization (CHDO) for reservation of HOME Funds to carry out Eligible Activities.

**"Approved Budget"** shall mean the amount of HOME Funds allocated to Eligible Costs specified in **APPENDIX 1** hereto to finance Eligible Activities.

**“Authorized Amount”** shall mean an amount not to exceed $40,000.00

**"Authorized Officer"** shall mean shall mean any officer or employee of the CHDO authorized to perform acts or duties by resolution duly adopted by the CHDO or by law(s).

**"Closeout"** shall mean that all the criteria specified in **APPENDIX 2** have been met.

**"Closeout Period"** shall mean a six month period following Closeout.

**"Community Housing Development Organization"** or **"CHDO"** shall mean a private non-profit organization that satisfies the defini­tion contained in 24 CFR Part 92 of the HOME Regulations.

**"Disbursement Procedures"** shall mean the procedures specified in **APPENDIX 3** to govern the manner in which HOME Funds will be made available to the CHDO.

**"Eligible Activities"** shall mean those activities enumerated in **APPENDIX 4** qualified for payment by or investment of HOME Funds. **"Eligible Costs"** shall mean the items listed in the Approved Budget.

**"HOME Funds"** shall mean the amount specified in **ARTICLE IV** which the Agency has agreed to make available and the CHDO has agreed to use for payment of Eligible Costs in connection with Eligible Activities.

**"HOME Program"** shall mean the programs described in the HOME Program Description authorized for funding under Title II of the Housing Act to increase the number of families served with decent, safe, sanitary, and affordable housing and expand the long-term supply of affordable housing and to expand the capacity of non-profit community housing development organizations to develop and manage decent, safe, sanitary and affordable housing.

**"HOME Program Description"** shall mean the HOME Program Description submitted by the Agency on behalf of the State to HUD to obtain funding under the Housing Act in one or more fiscal years.

**"HOME Regulations"** shall mean the regulations contained at 24 CFR Part 92.

**"Housing Act"** shall mean the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended.

**"HUD"** shall mean the United States Department of Housing and Urban Development.

**"Prohibited Activities"** shall mean those activities described at 24 CFR 92.214 of the HOME Regulations.

**"Project"** shall mean a site or an entire building (including a manufactured housing unit), or two or more buildings, together with the site or (when permissible) sites on which the building or buildings are located, that are under common ownership, management, and financing and are to be assisted with HOME Funds, under a commitment by the owner, as a single undertaking. Project includes all the activities associated with the site and building. A Project may include more than one site only if the sites are within a four-block area of each other.

**"State"** shall mean the State of Louisiana.

**"Tasks to be Performed"** shall mean the specific activities enumerated in the Performance Schedule and Timetable which the CHDO must undertake.

**"Uniform Administrative Requirements"** shall mean the requirements effective 12/26/2014, Part III, 2 CFR is the Governing document for Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part III, 2 CFR, supersedes and consolidates OMB Circulars A-110, A-122, and A-133.

**SECTION 1.2**. Rules of Interpretation . For all purposes of this Agreement, except as otherwise expressly provided for, or unless the context otherwise requires:

(a) Successors . References to specific persons, positions or officers shall include those who or which succeed to or perform their respective functions, duties or responsi­bilities referred to in this Agreement.

(b) Laws . References to the Housing Act or the HOME Regulations or to the laws or Constitution of the State, or rules or regulations thereunder, or to a section, division, paragraph or other provision thereof, shall include those laws and rules and regulations, and that section, division, paragraph, or other provision thereof as from time to time amended, modified, supplemented, revised or superseded.

(c) Singular/Plural. Unless the context otherwise indicates, words importing the singular number shall include the plural number and words importing the plural number shall include the singular number.

(d) Certificates and Opinions. Except as otherwise specifically provided in this Agreement, each certificate or opinion with respect to compliance with a condition or covenant provided for in this Agreement shall include an identification of any certificates or opinions relied on in such certificate or opinion, and a statement to the effect (i) that the person making the certificate or opinion has read the covenant or condition and the definitions herein relating thereto, (ii) as to the nature and scope of the examination or investigation upon which the statements or opinions contained in the certificate or opinion are based, (iii) that in the opinion of such person, he or she has made such examination and investigation as is necessary to enable him or her to express an informed opinion as to whether the covenant or condition has been complied with and (iv as to whether, in the opinion of such person, such person has complied with the condition or covenant.

(e) References to Agreement . The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Agreement as a whole and not to any particular article, section or subdivision hereof; and the term "heretofore" means before the date of execution of this Agreement, the term "now" means at the date of execution of this Agreement, and the term "hereafter" means after the date of execution of this Agreement. This Agreement means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(f) Section and Article References . References in this Agreement to Section or Article numbers, without added references to other documents, are to the indicated Sections or Articles in this Agreement.

(g) Captions . The captions or headings of this Agreement and the Table of Contents appended to copies hereof are for convenience of reference only and in no way define, limit or describe the scope or intent or any provisions, Articles or Sections of this Agreement.

**ARTICLE II**

**GENERAL REPRESENTATIONS AND COVENANTS**

**SECTION 2.1**. Representations and Covenants of the Agency . The Agency represents and covenants that:

(a) The Agency is duly authorized and validly existing under and pursuant to the laws and the Constitution of the State, is authorized pursuant to the Act to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) This Agreement has been executed and delivered by the Agency in such manner and form as to comply with all applicable laws and regulations and to make this Agreement the valid and legally binding act and agreement of the Agency.

(c) The Agency will make available HOME funds to the CHDO pursuant to the Disbursement Procedures (Appendix 3) in the amount specified within the Approved Budget to be used by the CHDO to pay the Eligible Costs associated with the Eligible Activities.

**SECTION 2.2**. Representations and Covenants of the CHDO . The CHDO represents and covenants that:

(a) The CHDO is a private non-profit organization that has been designated a CHDO by the Agency, has all the requisite power and authority to enter into this Agreement and has adopted a resolution to enter into this Agreement.

(b) This Agreement has been executed and delivered by the CHDO in such manner and form as to comply with all applicable laws and regulations and to make this Agreement the valid and legally binding act and agreement of the CHDO.

(c) The CHDO will accept and receive HOME Funds made available by the Agency in the amount specified within the Approved Budget and will invest or use such HOME funds to pay the Eligible Costs associated with the Eligible Activities.

**ARTICLE III**

**HOME PROGRAM COVENANTS**

**SECTION 3.1**. Use of HOME Funds . The CHDO covenants and agrees to use the HOME Funds to pay for Eligible Operating Costs associated with the Eligible Operating Activities.

**SECTION 3.2**. Affordability Covenant . The CHDO covenants and agrees that the HOME Funds made available under this Agreement will be used only to pay for the Eligible Costs.

**SECTION 3.3**. Uniform Administrative Requirements . The CHDO covenants and agrees to adhere to and satisfy the Uniform Adminis­trative Requirements.

**SECTION 3.4**. Requests for Disbursement of Funds . The CHDO covenants and agrees not to request disbursement of HOME Funds until such funds are needed for payment of Eligible Costs as provided for in the Disbursement Procedures. The CHDO further covenants and agrees that the amount of each request will be limited to the amount needed for payment of Eligible Costs.

**SECTION 3.5**. Reversion of Assets. Upon on expiration of this agreement all funds and accounts receivable revert to the Agency. Additionally any assets acquired by the CHDO with funds received by this agreement remain the property of the Agency for the period of their useful life. Should the CHDO cease to exist during the period of the assets useful life the asset reverts to the Agency.

**SECTION 3.6**. Records and Reports . The CHDO covenants and agrees that:

(i) The CHDO must provide the Agency, citizens, public agencies, and other interested parties with reason­able access to records, consistent with applica­ble state and local laws regarding privacy and obligations of confidentiality.

(ii) HUD and the Comptroller General of the United States, or any of their representatives, have the right of access to any pertinent books, documents, appears or other records of the CHDOs in order to make audits, examinations, excerpts, and transcripts.

(iii) The CHDO will retain all records and reports relating to this Agreement until the end of the Closeout Period or if any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the Closeout Period, records must be retained until completion of the action and resolution of all issues which arise from it.

**ARTICLE IV**

**AMOUNT AND AUTHORIZED USES OF HOME FUNDS**

**SECTION 4.1**. HOME Funds Provided . In consideration of the obligations undertaken by the CHDO pursuant to this Agreement, and in consideration of the obligations to be undertaken by the CHDO, the Agency agrees, subject to the terms and conditions set forth in this Agreement, to provide the CHDO with HOME Funds in an amount up to $40,000.00.

**SECTION 4.2**. Authorized Uses of HOME Funds .

(a) HOME Funds shall be used only for Eligible Costs related to Eligible Activities in the approved budget, **APPENDIX 1**, in accordance with the HOME Regulations.

(b) HOME Funds shall be used only for the Eligible Activities described in **APPENDIX 4** of this Agreement, subject to the amendment provisions of this Agreement.

(c) In accordance with the HOME Regulations at 24 CFR 92.208 and as listed in **APPENDIX 4** Home funds for Operating Expenses shall be used for Eligible Activities.

(d) In accordance with the HOME Regulations at 24 CFR 92.214, HOME Funds shall not be used for Prohibited Activi­ties.

**SECTION 4.3**. Adjustments to HOME Funds . The amount of HOME Funds which the Agency has agreed to provide to the CHDO under this Agreement has been determined by the Agency to be on a reimbursement basis. Request for review may be submitted no less than weekly and no more than monthly. The Agency reserves the right to reduce the HOME Funds (i) to comply with HOME Regulations, and (ii) to conform to any revision to which the CHDO and the Agency may agree.

**SECTION 4.4.** Recapture of Funds. All funds not expended during the period of this contract will be recaptured by the Agency.

**ARTICLE V**

**DISBURSEMENT OF HOME FUNDS**

**SECTION 5.1**. Incurring Costs for Eligible Activities . Use of HOME Funds is conditioned on the CHDO having incurred and/or paid as stipulated in **APPENDIX 3-A** Eligible Costs to be paid in accordance with this Agreement. Eligible costs must be incurred during the term of this contract.

**SECTION 5.2**. Authorization by Agency for CHDO to Requisition HOME Funds . All certifications and other material required by this Agreement to be submitted to the Agency as conditions precedent to the CHDO's authority to pay costs out of HOME Funds shall be submitted by the CHDO prior to any draw of HOME Funds under the Disbursement Procedures described in **APPENDIX 3-A** and Request for Reimbursement, **APPENDIX 3-B**.

**ARTICLE VI**

**CERTIFICATIONS**

**SECTION 6.1**. Certifications Upon Requisition of HOME Funds . Execution by the CHDO of each request for a requisition of HOME Funds shall constitute a certification that:

(a) All the representations and covenants of the CHDO as set forth in Articles II and III of this Agreement continue to be valid, true and in full force and effect.

(b) The CHDO is in compliance with all of the CHDO's obligations specified in this Agreement which, by their terms, are applicable at the time of the requisition of HOME Funds.

(c) All conditions precedent to the CHDO's authority to requisition the HOME Funds shall have been satisfied, in accor­dance with Section 5.2 of this Agreement.

(d) The HOME Funds to be requisitioned will be used for Eligible Costs actually incurred and/or paid as stipulated in **APPENDIX 3-A** in accordance with the provisions of this Agreement.

**ARTICLE VII**

**AUDITS, REPORTS, RECORDS, INSPECTION AND REVIEW**

**SECTION 7.1**. Duty to Maintain, Right to Inspect and Copy .

(a) The CHDO shall keep and maintain such books, records, and other documents as required under the procedures and regulations now or hereafter applicable to grants under the HOME Program, as may be reasonably necessary to reflect and disclose fully the amount and disposition of HOME Funds, the total cost of Eligible Activities paid for, in whole or in part, with HOME Funds, and the amount and nature of all investments, related to Eligible Activities, which are supplied or to be supplied by other sources.

(b) Until the end of the Closeout Period, all such books, records and other documents relevant to HOME Funds should be available at the offices of the CHDO for inspection, copying, audit and examination at all reasonable times by the duly authorized representative of the Agency, the Secretary of HUD or HUD Inspector General or the Comptroller General of the United States.

**SECTION 7.2**. Audits .

(a) The CHDO's financial management system shall provide for audits to be made by the CHDO in accordance with Uniform Administrative Requirements: Effective 12/26/2014, Part III, 2 CFR is the Governing document for Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Part III, 2 CFR supersedes and consolidates OMB Circulars A-110, A-122, and A-133.

(b) The Agency may conduct other necessary or appropri­ate audits.

**SECTION 7.3**. Site Visits . Any duly authorized representative of the Agency shall, at all reasonable times, have access to the offices of the CHDO to review and/or audit the CHDO.

**SECTION 7.4**. Performance Review .

(a) The Agency will monitor the CHDO's performance to determine whether the CHDO is complying and has complied with the requirements of this Agreement.

(b) In conducting its performance review, the Agency will rely primarily on information obtained from the CHDO's records and reports, findings from on-site monitoring, and audit reports. The Agency may also consider relevant information gained from other sources, including litigation and citizen complaints.

(c) A final review of the CHDO's compliance with this Agreement, applicable laws, and regulations will be made during the final audit.

(d) If the Agency determines that the CHDO­'s compli­ance has not met the require­ments of this Agreement, in accordance with HOME Regulations, the CHDO will be given notice of that determination and an opportunity to demon­strate, within a reasonable time as prescribed by the Agency and on the basis of substantial facts and data, that it has done so.

(e) If the CHDO fails to demonstrate to the Agency's satisfaction that it has met the requirements of this Agreement, the Agency will take appropriate corrective or remedial action in accordance with Article VIII of this Agreement.

**ARTICLE VIII**

**DEFAULT, CORRECTIVE ACTIONS, AND PENALTIES**

**SECTION 8.1**. Default . A default shall consist of any use of HOME Funds for any purpose other than as authorized in this Agreement or any breach of any covenant, agreement or provision:

(a) The CHDO made in this Agreement;

(b) The CHDO made in any agreement entered into between the CHDO and any other party which, in the opinion of the Agency, adversely affects the performance obligations of the CHDO as set forth in this Agreement.

**SECTION 8.2**. Corrective Action . Upon occurrence of any default specified in Section 8.1, the Agency may take one or more of the following actions:

(a) Direct the CHDO to submit more frequent or more thorough progress schedules for completing Eligible Activities;

(b) Issue a letter of warning advising the CHDO of the deficiency, establishing a date by which corrective actions must be completed, and putting the CHDO on notice that more serious actions will be taken if the deficiency is not corrected or is repeated;

(c) Inform the CHDO that a certification of compliance is no longer acceptable, and that additional information or assurances are required;

(d) Direct the CHDO to establish and maintain a management plan that assigns responsibili­ties for carrying out remedial actions;

(e) Direct the CHDO to suspend, discontinue or not to incur costs for the affected activity;

(f) Direct the CHDO to reimburse the Agency for any amount improperly expended;

(g) Direct the CHDO to cancel any activity before expending any or additional funds, or

(h) The Agency shall cancel the agreement and or hold funds under pending request

(i) Other action, as appropriate in accordance with this Agreement.

**SECTION 8.3**. Penalties. Upon occurrence of any default specified in Section 8.1 and the CHDO’s failure to adhere to any recommendation as specified in Section 8.2, the Agency may take one or more of the following actions:

1. Disallow eligible expenses associated with the non-compliance issue;
2. Suspend all payment requests;
3. Impose probationary CHDO designation status;
4. Temporarily suspend CHDO designation;
5. Refuse to renew CHDO designation for the next program year;
6. Terminate CHDO status for current program year;
7. Disbarment from the program; or
8. Other actions, as appropriate in accordance with this Agreement, including but not limited to the initiation of legal actions.

**ARTICLE IX**

**TERMINATION**

**SECTION 9.1**. Enforcement of Agreement . The CHDO agrees that, in accordance with 24 CFR 200, this Agreement may be suspended or terminated if the CHDO materially fails to comply with any term of this Agreement, and that this Agreement may be terminated for convenience in accordance with 24 CFR 200.

**SECTION 9.2**. Termination for Cause and HOME Fund Reduction . When the Agency determines that a CHDO has failed to meet one or more of the requirements of this Agreement, and has failed to take the corrective actions required by Article VIII of this Agreement, the Agency may, upon reasonable written notice, reduce or recapture the HOME Funds or take other appropriate action. Other appropriate action includes, but is not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, **temporary or permanent debarment of the CHDO and/or its officers and/or directors from participating in Agency programs,** and any other available remedies.

**SECTION 9.3**. Claim for Money . When the Agency makes a final determination that it has a judicially enforceable claim for money against the CHDO in a situation where the HOME Funds have been disbursed to the CHDO for ineligible uses of funds, the Agency may:

(a) Demand in writing that the CHDO reimburse the Agency in the amount of the ineligible costs, using funds from other lawful sources, and

(b) Initiate affirmative litigation to recover the amount of HOME Funds used for ineligible purposes if necessary for collection. The Agency's final determination to seek recovery under this section of HOME Funds expended for ineligible purposes shall constitute a claim within the meaning of 31 U.S.C. 3711, et seq. and interest shall be charged on delinquent claims as required by the Federal Claims Collection Standards.

**ARTICLE X**

**MISCELLANEOUS**

**SECTION 10.1**. Submissions and Notices . All submissions of material required by this Agreement, notices, requests, approvals, waivers, rejections, agreements, disclosures, consents and objections of any kind made pursuant to this Agreement shall be in writing, delivered to the office of the addressee as follows:

(a) Communications to the Agency shall be mailed to:

**Jefferson Parish Department of Community Development**

1221 Elmwood Park Blvd.

Suite 605

Jefferson, LA 70123

(504) 736-6262

Attention: HOME Program Manager

(b) Communications to the CHDO shall be addressed to the CHDO, at the address set forth below:

Name of CHDO: **New Hope Community Development Corporation**

Mailing Address: 2715 Gadsden St.

Kenner, LA 70062

(504) 464-4623

Attention: Rev. Mark B. Mitchell

E-mail address: newhopecdc@bellsouth.net

Should this information change, the CHDO will notify the Agency in writing within 30 days of the change.

**SECTION 10.2**. Assignment . No right, benefit, or advantage of the CHDO under this Agreement and no burden imposed on the CHDO hereunder may be assigned without prior approval of the Agency. Authorization by the Agency for the transfer of HOME Funds by the CHDO to another party shall not be deemed an authoriza­tion for an assignment, and such other party shall not succeed to any rights, benefits or advantages of the CHDO.

**SECTION 10.3**. Successors Bound . This Agreement shall bind, and the rights, benefits and advantages shall inure to the CHDO's successors.

**SECTION 10.4**. Remedies Not Impaired . No delay or omission by the Agency in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any Default, or acquiescence therein.

**SECTION 10.5**. Cumulative Remedies . All rights and remedies of the Agency under this Agreement shall be cumulative.

**SECTION 10.6**. Severability . The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

**SECTION 10.7.** Inspector General. It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).

By signing this document, every corporation, partnership, or person contracting with the PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

**SECTION 10.8**. Entire Agreement . This Agreement constitutes the entire agreement between the Agency and the CHDO and supersedes all prior oral or written agreements between the parties hereto with respect to the subject grant. In the event of any inconsis­tency between the provisions of this Agreement and the Application, then the provisions of this Agreement shall prevail.

**SECTION 10.9**. Execution in Counterparts . This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

**SECTION 10.10**. Table of Contents; Titles and Headings . Any table of contents, the title of any Articles, and headings of the sections and subsections set forth herein are not a part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

**SECTION 10.11**. Amendment of this Agreement . This Agreement, or any part hereof, may be amended only in writing, executed by the Agency and the CHDO.

**SECTION 10.12**. Disclaimer of Relationships . The CHDO acknowledges that the obligation of the Agency is limited to providing HOME Funds in the manner and on the terms set forth in this Agreement. Nothing in this Agreement, nor any act of either the Agency or of the CHDO, shall be deemed or construed by either of them, or third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relation­ship whatsoever involving the Agency.

**SECTION 10.13**. Governing Law . This Agreement, as it may affect the rights, remedies duties, and obligations of the Agency shall be governed by and construed in accordance with Louisiana law and, to the extent applicable, federal law.

**SECTION 10.14**. Waiver by the Agency . The Agency reserves the right and shall have exclusive right to waive, at the sole discretion of the Agency and to the extent permitted by law, any requirement or provision under this Agreement. No act by or on behalf of the Agency shall be, or be deemed to be or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Agency and expressly stated to constitute such waiver.

**SECTION 10.15**. Effective Date .

(a) This Agreement is effective from the date identified on page one of this agreement, and shall, when executed by the Agency, constitute an offer by the Agency to the CHDO to make available HOME Funds and to enter into this Agreement. When delivered to the CHDO so executed, the same shall constitute a tender of said offer, which shall be promptly accepted, if at all, by the CHDO and which shall not be altered without the Agency's approval. The Agency may revoke the tender and rescind the offer at any time prior to its acceptance by the CHDO, by written notice of the Agency to the CHDO, given as specified at section 10.1 of this Agreement.

(b) This Agreement shall be deemed to have been accepted, and shall become effective, as of the day and year written on page one, paragraph one.

**SECTION 10.16**. Duration of Agreement . This CHDO Operating Expense Agreement is for a twelve-month period. This Agreement authorizes the CHDO to use HOME Funds for Eligible Costs for a period of twelve months from the day and year of this agreement. The CHDO covenants and agrees that the terms of this Agreement shall remain in effect at least for five years following Closeout.

[END OF DOCUMENT - SIGNATURE PAGE FOLLOWS]

The Agency and the CHDO have caused this CHDO Operating Expense Agreement to be executed in their respective names and by their Authorized Officers thereunto duly authorized, all as of the day and year written on page one, paragraph one. In the event that the date is not written in by the parties on page one, paragraph one, the last date listed below will serve as the execution date.

**JEFFERSON PARISH DEPT. OF COMMUNITY DEVELOPMENT**

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

Name: Detrich D. Hebert

Title: Director

# Witnesses

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

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

## NOTARY PUBLIC

**NEW HOPE COMMUNITY DEVELOPMENT CORP.**

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

Name: Mark B. Mitchell

Title: Chief Executive Officer

# Witnesses

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **NOTARY PUBLIC**

[SIGNATURE PAGE]

**TABLE OF APPENDICES**

| **CHDO OPERATING EXPENSE AGREEMENT** | |
| --- | --- |
| **APPENDIX**  **IDENTIFICATION** | **DESCRIPTION OF APPENDIX** |
| **1** | **Approved Budget** shall mean the amount of HOME Funds to be used to finance Eligible Activities. |
| **2** | **Closeout** shall mean that all criteria specified in accordance with this appendix have been met. |
| **3-A** | **Documentation for Disbursement of HOME funds** shall mean the types of documentation acceptable for reimbursement for Eligible Activities. |
| **3-B** | **CHDO Request for Reimbursement Form** shall mean the form used to request funds for Eligible Activities. |
| **4** | **Eligible Activities** shall mean those activities for or in which HOME Funds may be paid or invested. |
|  |  |
|  |  |

|  |  |
| --- | --- |
|  |  |

**APPENDIX 1**

**APPROVED BUDGET**

The CHDO acknowledges and agrees that an aggregate amount equal to the Grand Total enumerated in this APPENDIX 1 shall constitute the Approved Budget for the following items constituting Eligible Costs:

**I. PERSONNEL COSTS (includes salaries, wages, benefits, and other employee compensation).**

|  |  |  |  |
| --- | --- | --- | --- |
| **Position** | **Salary** | **Fringe Benefits** | **Total** |
| Project Manager | $21,600.00 | $2,084.00 | $23,684.00 |
| **TOTAL** | $21,600.00 | $2,084.00 | **$23,684.00** |

**II. CONSULTANT COSTS** – Urban Restoration Enhancement Corporation **$10,000.00**

**III. TRAVEL $0.00**

**IV. EDUCATION/TRAINING $0.00**

**V. RENT/UTILITIES $0.00**

**VI. COMMUNICATION COSTS (Postage, Shipping) $0.00**

**VII. EQUIPMENT (Rental, Purchase, Maint.) $0.00**

**VIII. MATERIALS/OFFICE SUPPLIES $400.00**

**IX. TAXES/INSURANCE $5,916.00**

**GRAND TOTAL \_\_$40,000.00**

**\* Please note that any changes to the Approved Budget must be approved in advance by the Agency.**

**APPENDIX 2**

**CLOSEOUT**

**New Hope Community Development Corporation** (The “CHDO”) acknowledges and agrees that the below listed items have been completed (“CLOSEOUT”):

**(1)** HOME Funds awarded have both been drawn down and expended or funds not drawn down and expended have been de-obligated by the Agency.

**(2)** CHDO will submit an audit in compliance with circular OMB 122 or 133A no later than 180 days of the completion of the contract period.

**(3)** The Agency has reviewed and audited the CHDO and has determined that all require­ments have been met and audit findings have been resolved.

**(4)** A Closeout Report has been executed by the CHDO and the Agency.

Closeout will be effective as of the date of this document.

**New Hope Community Development Corporation**

By:

Name: Authorized Officer

Date:

**APPENDIX 3**

**DISBURSEMENT PROCEDURES**

The CHDO hereby acknowledges and agrees that this agreement is a reimbursement contract and that HOME CHDO Operating funds shall be made available only on a reimbursement basis and only for CHDO Operating Expense eligible expenses. The CHDO will provide the Agency with a completed Request for Reimbursement form identified in Appendix 3-B. The Agency may request all supporting documentation be provided to support the request for reimbursement.

Requests for reimbursement will processed once all information concerning the request has been received. All Budget Adjustments must be submitted to the Agency in writing and must be approved by the Agency in writing, prior to expending funds.

CHDO request reimbursements on a monthly basis no later than the 15th of the month or on a quarterly basis during the fiscal year of the agreement.

**APPENDIX 3-A**

**RELEVANT DOCUMENTATION**

**FOR**

**DISBURSEMENT OF HOME FUNDS**

**A. Personnel Costs:**

1. List of all personnel and their titles.

2. Copies of time sheets, punch cards or payroll recordsindicating the

days and hours worked and the rate of pay.

**B. Consultant Fees:**

1. Copy of paid invoices with contract

**C. Travel Expenses:**

1. Mileage expenses for both in-state or out-of-state travel should include

documentation explaining the nature of the trip, the dates of travel, the

name of the staff member requesting reimbursement, and the departure

location and destination.

2. Copies of receipts for parking, taxi, hotel, etc.

**D. Education/Training:**

1. Attendance to workshops and seminars should include copies of

the agenda or registration documents.

**E. Utilities/Rent:\***

1. Copies of monthly statements, bills or invoices showing the

customer’s name and address, billing periods, account number,

and telephone number are needed as support documentation.

**F. Equipment/Materials/Office Supplies:**

1. Copies of invoices receipts or purchase orders showing an

itemized description of purchase, date of purchase and also,

the name and address of customer if applicable.

1. Copies of cancelled check for payment of said items or bank

Statements that evidence check has cleared.

**G. Miscellaneous:**

\* If there is an agreement for the use of office space and/or the use of utilities, a signed copy of the agreement indicating the name and address of the lessee, the leasing period, and the amount and frequency must be submitted as support documentation.

The aforementioned list is not all conclusive. Any documents relevant to “eligible” operating expenses should be submitted as support documentation in order that the disbursement of funds is not delayed.

**APPENDIX 3-B**

|  |  |  |
| --- | --- | --- |
| **REQUEST FOR PAYMENT** | Account Number |  |
|  |  | $ |
|  | Account Number |  |
|  |  | $ |

**PARISH OF JEFFERSON PAY REQUEST**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Type of Services: |  | | | | Services from |  | | Thru |  |
| Contract Start Date |  | | Contract Expiration Date |  | Parish Contract Number | |  | | |
| Project Description | |  | | | | | | | |
| Authorization: | | Resolution | | | | | | | |
| **Authorized Contract $** | | |  | | **Paid to Date $** | | | | |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Computations: (Attach Additional Sheets if Necessary): | | | | | INVOICE NO. | | |  | | |
|  | | **🠈 PAY** | |
| PAY to: | | **New Hope Community Development Corporation VN 187720** | | | | | | | | |
| Address: | | 2715 Gadsden Street. Kenner, LA 70062 REMIT | | | | | | | | |
|  | |  | | | | | | | | |
| **Note:** | **Labor and other charges must be properly supported and authorization for such charges noted or attached hereon. All computations are subject to Audit by Jefferson Parish Department of Finance.** | | | | | | | | | |
|  | **APPROVED FOR PAYMENT** | | | | | | | | | |
| **COMMUNITY DEVELOPMENT DEPT** | | |  | **FINANCE DEPARTMENT** | |  | **New Hope Community Development Corporation** | | | |
|  | | | | | | | | | |
| Detrich D. Hebert, Director | | |  |  | |  |  | | | |
|  | | |  |  | |  |  | | | |
| BY DIRECTOR | | |  | BY DIRECTOR | |  | BY | | | |
| DATE | | |  | DATE | |  | DATE | | | |
| FORM NO. 256. REV 11/90 | | |  | Original - Finance Department | |  |  | | | |

# APPENDIX 4

**ELIGIBLE ACTIVITIES**

The CHDO acknowledges that the following shall constitute Eligible Activities:

Operating Expenses: Means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; consultant costs; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies.

**New Hope Community Development Corporation (“CHDO”)**

**OPERATING EXPENSE AGREEMENT CHECKLIST**

The undersigned authorized representative of **New Hope Community Development Corporation** (the “CHDO”) hereby certifies and attests that the following items have been reviewed and approved by the CHDO. By executing this Checklist, the CHDO agrees to comply with all requirements of the Jefferson Parish Department of Community Development Community Housing Development Organization Program as set out in each of the items listed below.

| **APPENDIX** | **YES** | **NO** | **N/A** |
| --- | --- | --- | --- |
| **1. Approved Budget** has been completed. |  |  |  |
| **2. Closeout** - CHDO certifies that it will comply with APPENDIX 2. |  |  |  |
| **3. Disbursement Procedures** - CHDO certifies that it has or will comply with APPENDIX 3. |  |  |  |
| **4.** **Eligible Activities** - Copy of Eligible Activities has been provided to CHDO. |  |  |  |
|  |  |  |  |
|  |  |  |  |

**New Hope Community Development Corporation**

By:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Authorized Officer

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