

**Grant Agreement between the Delta Regional Authority and
the City of Hammond for Project # 12233**

Project Name: Career Pathways Program

State: Louisiana

Federal Agency or Other Recognized Service (EIN #): 72-0573539

Grant Amount: \$150,000

The Following Conditions Apply to all DRA Projects

Order of Precedence: This Agreement is subject to the provisions of the Delta Regional Authority Act, the Delta Regional Authority Code, Administrative Requirements for Grants Awarded by the Delta Regional Authority and this Agreement as well as incorporated supplements, if any. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order which they are listed in. The grantee acknowledges that no such provisions or any interpretations thereof shall be deemed to diminish the rights of DRA. DRA may at its option exhaust its remedies hereunder and under other documents, either concurrently or independently, and in such order as it may determine.

Deadline: The Authority may revoke or revise its approval of any project if work intended to be assisted is not underway within 18 months after the date of this Agreement.

Grantee's Compliance to all laws and regulations: The grantee shall comply fully with all laws and regulations. Specifically, the grantee shall protect his or her employees under all such laws, and regulations including, but not limited to, Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1963, The Family and Medical Leave of 1993, and applicable workers' compensation laws of the grantee's state.

DRA Under Run Policy: If the project contains only DRA funds, (and a non-federal share, where applicable), the DRA funds shall be returned to the DRA in the event of an under run. If the project contains both DRA funds and another agency funds, the funds shall be returned proportionately.

Additional Funds: It is understood that if the grantee receives additional funding from any new source towards the eligible cost of this project after DRA approval, these funding sources shall not be used to reduce the amount of local funds pledged. If new funds are available to this project, the DRA and the basic federal agency, if any, should be notified immediately as the DRA reserves the right to reconsider the level of its funding approval should this occur. In affirming this award, the grantee certifies that the additional funds are committed and available as needed for the project and that the additional

Additional Funds Cont.:	funds will not affect ownership of, or title to, the project facilities. If the additional funds are de-committed for whatever reason, DRA reserves the right to demand return of all grant proceeds.
Change in Scope:	It is understood that a change in scope should not be implemented without prior written approval from DRA and the basic federal agency, if any. A change of scope includes, but is not limited to, the project design, the type of project to be completed, capacity of the system, size of project, the number and/or type of customers served or equipment items or other property purchased.
Close Working Relationship with Administering Agency:	Pursuant to the Delta Regional Authority Act, it is expressly understood that the intent of this Agreement is that the grantee must work in conjunction and closely with the administering agency, if any, and follow bidding and contract award procedures to insure that all pertinent federal laws are complied with. Coordination with the administering agency begins with the filing of an application and continues throughout the project until completed.
Restrictions on Assistance:	DRA funds should not be used for any form of assistance to relocate industries within the Delta Region; recruitment activities which place a Delta state in competition with another Delta state; and projects to promote unfair competition between businesses within the Delta Region.
Project Account:	All DRA funds must be placed in a separate project account in the grantee's name with copies of all bank statements produced to DRA with the quarterly reports.
Bonding or Insurance:	The Grantee must provide evidence of adequate insurance and fidelity or employee dishonesty bond coverage.
Audit:	Audit requirements only apply to the year(s) in which the Agency grant funds are expended. Grantees expending \$500,000 or more of Federal assistance per year must submit an audit in accordance with the requirements of OMB circular A-133 as codified in 7 CFR 3052. Grantees that expend less than \$500,000 a year in a Federal award are exempt from Federal audit requirements for that year except as noted in 7 CFR 3052.215(a), but the records must be available for review or audit by appropriate officials of the DRA, administering agency, pass-through entity, and General Accounting Office.
Interest:	The Grantee will remit interest earned on grant funds deposited in an interest bearing account in accordance with 7 CFR Parts 3015 and 3016 and 3019 to DRA.

- Cost Incurred Prior to Approval:** Prior to the initial disbursement of grant funds, the grantee shall provide acceptable documentation to the Authority for costs incurred prior to the award to determine their eligibility in accordance with the requirements of the costs principles contained in the applicable OMB Circular (i.e., A-87, A-122, or A-21). DRA reserves the right to deny all costs incurred prior to the award of this grant.
- Quarterly Report:** Quarterly reports are due to the DRA on the 15th of the month following each calendar quarter, executed by the proper signatory. It is the responsibility of the grantee, not the administering agency, to write a complete report and timely send the same to the DRA central office. A delinquent quarterly report will result in the withholding of funding requests.
- Final Report:** Within one month after the period of performance, the grantee shall prepare and submit to DRA for approval a final report of all work accomplished under this grant including recommendations and conclusions based on the experience and results obtained. After DRA's review of the final report, DRA will either return to the grantee the approved report with such comments, including any requirements, suggestions, or modifications as deemed necessary, or require resubmission of the final report if deemed necessary, in which case the grantee shall within 15 days submit another final report for review and comment.
- Budget:** Costs will be determined in general accord with the budget produced in the grantee's application subject to the terms of this Agreement and to pertinent DRA Code provisions.
- Hold Harmless:** Grantee will carry out the program under this Agreement as an independent contractor and not as an agent of the Authority. Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or any way involved in, affected by, any activities conducted under this Agreement. The Authority, by its provision of funds for this project, undertakes no responsibility in this regard. Grantee shall indemnify and save harmless the Authority, its agents, officers and employees, from and against any and all claims, demands, suits, judgments, settlements, etc., for sums of money for or on account of personal injuries, property damage, or loss of life or property of any persons arising from or in any way connected with the performance of the project covered by this Agreement. Further, the grantee expressly releases the DRA from any liability for any losses or damages suffered by grantee, directly or indirectly, from or in any way connected with the performance of this Agreement.
- Subcontracting:** The grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written

Subcontracting Cont.:	approval from the Authority, and subject to the conditions and provisions as the Authority may deem necessary, to protect the interests of the Authority. Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement. Provided, further, however, that no provision of this article and no such approval by the Authority of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Authority in addition to the total amount and the Authority shall not be responsible for the fulfillment of the grantee's obligations to the subcontractors. Provided, further, that no subcontracting shall be deemed to relieve the grantee of any obligations under this Agreement.
Project Personnel:	The Authority reserves the right to approve or disapprove the selection or continued participation of any personnel supported with the funds made available under this Agreement.
Suspension/ Termination/ Collection:	The DRA shall have the right, upon written notice to the grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other DRA grant agreement and begin collection proceedings by unilateral election. This Grant Agreement may also be terminated and/or suspended for a violation of any law, rule, and/or regulation of DRA or other applicable laws.
Termination for Convenience:	The DRA may, by written notice to the grantee, terminate this Agreement in whole or in part for convenience of the Authority, whenever the DRA determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the grantee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.
Cornerstone, Plaque or Sign:	Any facility constructed in whole or in part by the funds provided under the DRA shall include a cornerstone, plaque or sign appropriately acknowledging the assistance provided through the DRA program; provided that such an item not be required if it would be prohibited as an eligible project cost under the basic federal program through which the DRA assistance is provided.
Retention of Rights:	Title to the equipment purchased with the grant funds resides with the grantee and assignees and successors approved by the DRA, but the

Retention of Rights Cont.:	equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the DRA, as approved by the DRA. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the DRA objectives, an amount equal to the resale value or the value of the DRA share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to the DRA or a DRA-designated successor. DRA reserves the right to transfer such equipment, leased or purchased with funds under this Agreement, no longer used primarily for the purposes for which it is dedicated under applicable provisions of this Agreement. It shall be the grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purpose outlined in the grant application. Grantee may propose to DRA that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this Agreement. Such transfers shall be subject to prior approval by DRA personnel and to the reservation of the rights in this Article.
Evidence of Good Title:	Prior to the initial disbursement of the funds by the Authority, the grantee shall provide evidence satisfactory to the Authority that the grantee has acquired good and merchantable title, free of all mortgages or other foreclosable liens, or title equivalent to all land, right-of-way, and easements necessary for the completion of the project, or the long-term leasehold interest, except when mortgage waiver has been granted by the Authority. Grantee certifies that no person, firm, corporation, agency, or governmental authority other than grantee has or has asserted any right, title, claim, equity or interest in, to or respecting the Project and that no person, firm, corporation, agency, or governmental authority other than the grantee has or has asserted any right, title, claim, equity or interest in, to, or respecting the Project.
Security Agreement- Machinery and Equipment:	The grantee expressly agrees to grant the Authority, prior to the initial disbursements, a security interest or other statement of Authority's interest in the personal property purchased in whole or in part with any of the proceeds of this award. Such security interest or other statement must be acceptable in form and substance to the Authority and must be perfected and placed of record in accordance with local law, with continuances refilled as appropriate. The grantee also agrees that, subject to the Authority's approval, the trade-in or selling of the personal property originally acquired for the project in order to acquire replacement personal property of equal or greater value to be used for the project is subject to the same requirements as the original property.
Recorded Statement:	The grantee expressly agrees to grant to the Authority, prior to initial grant disbursement, a first priority unsubordinated lien against, covenant or other statement of the Authority's interest in the property acquired or improved in

Recorded Statement Cont.:	whole or in part with the funds made available under this award. The <u>statement</u> shall specify in years the estimated useful life of the project and shall include, but be limited to, disposition and encumbrance. The statement shall be satisfactory in form and substance to the Authority. The statement of the Authority's interest must be perfected and placed of record and real property records of the jurisdiction of which the property is located, all in accordance with local law. The Authority will in its own discretion determine whether the lien, covenant or statement of interests satisfactory, and the Authority may require an opinion of terms, and has been expressly recorded. Facilities in which the Authority investment is only a small part of a large project, as determined by the Authority, may be exempted from the requirements from this section.
Operation and Maintenance Agreement:	If the grantee will not operate and maintain the project, then prior to the initial disbursement, the grantee shall provide to the Authority an executed copy of an agreement with the party responsible for the operation and maintenance of the project. Such agreement must be consistent with the Authority policies including, but not limited to, non-discrimination, environmental requirements, and adequate consideration. The agreement must also set forth that prior to occupancy, the occupant of any part of the land acquired or approved by this project must furnish to the grantee, for transmittal to DRA, properly executed DRA forms evidencing assurance of compliance with all applicable requirements.
Project Start and Ending Dates:	The project start date shall be the date of the execution of this Agreement. The project end date shall be determined by the dates set forth in Section 13 of the Standard Form 424. All requests for extension of the Project End Date must be requested in writing with an explanation of the need of the extension.
Financial Procedure:	The grant proceeds will be administered in accordance with generally accepted financial accounting procedures and standards. Should the grantee fail to follow such procedures and standards, DRA reserves the right to collect, suspend, terminate, and/or collect said funds as referenced herein.
Certification Regarding Lobbying:	The grantee certifies that no federal appropriated funds have been paid, or will be paid, by or on behalf of the grantee to any person or 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 this grant and the entering into of any and all agreements to effectuate this transaction. The grantee further agrees to comply with applicable statutory provisions prohibiting use of Federal assistance funds activities designed to influence any legislation or appropriations except through proper, official channels.
Return of Grant Proceeds:	The grantee acknowledges that all grant proceeds, until they are spent for the purposes of the grant and in accordance with the grant application and

Return of Grant Proceeds Cont.: this Agreement, shall remain the property of DRA and, if not expended for the purposes of the grant and in accordance with the grant application and this Agreement, will be returned to DRA within 30 days after the final date on which the grant proceeds were scheduled to be spent under the terms of the grant application and this Agreement.

Licenses and Permits: The grantee and its employees, agents, and advisors, and not DRA, are responsible for obtaining necessary licenses and permits, if any, for insuring that all aspects of the project comply with all applicable statutes, regulations, ordinance, and codes, and for all costs of the project in excess of the amount of the approved grant.

Notices: Any notice shall be conclusively deemed to have been received by a party hereto and be effective on the earlier of the day on which delivered to such party or on the third business day after the day on which mailed, addressed to such party. Such notice to DRA shall be sent to its central office address of 236 Sharkey Avenue, Suite 400, Clarksdale, Mississippi 38614. Any notice to the grantee shall be sent to the address set forth in the grant application.

Waiver/Cumulative Remedies: Neither any failure nor any delay on the part of DRA or any administering agencies in exercising any right, power or privilege hereunder or under the laws of the applicable jurisdiction shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this Agreement or other documents, nor consent to any departure by the grantee or any other person therefrom shall in any event be effective unless the same shall be in writing and signed by DRA and then such waiver or consent shall be effective only in the specific instance and for the specific purpose which given. No notice to or demand on the grantee or any other person in any case shall entitle such person to any other or further notice or demand in the same, similar, or other circumstances. Any remedies herein provided are cumulative and not exclusive of any remedies provided by law or of any remedies provided by any other document.

General Procedures: All DRA grants shall be administered as follows: grants to state and local governments, in accord with OMB Circulars A-102 and A-87; grants to hospitals and other non-profit organizations, in accord with OMB Circulars A-110 and A-122; grants to higher educational institutions, in accord with OMB Circular A-110 and A-21; and other Federal regulations as applicable. The General Provisions hereof shall be applicable to DRA, its employees, representatives, agents, successors and/or assigns. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and any other records as appropriate to

General Procedures Cont.:	substantiate all services reported to DRA and/or the administering agency, if any.
Contracting Procedures:	In contracting for services and/or purchasing equipment under this Agreement, grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.
Coordination and Non-Duplication:	In carrying out the project under this Agreement, grantee shall assure that the planning, design work and implementation of activities are coordinated with the activities conducted by the grantee under other related DRA grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.
Compliance with Applicable laws:	Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this Grant Agreement. The DRA reserves the right to suspend or terminate this Agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.
Progress Payments:	Grantee may receive progress payments on the basis of worked performed. DRA and the administering agency, if any, must concur as to the reasonableness of costs upon review of the submitted Form SF 270 (Request for Advance or Reimbursement). DRA and/or the administering agency, if any, reserves the right to determine that the requirements of this Agreement are being met before making such payments.
Advance Payments:	Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) grantee's certification that a firm commitment has been obtained from each employee appointed under this Agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of Form SF 270 (Request for Advance or Reimbursement) and on the basis of the costs estimates approved by the DRA and/or administering agency, if any; and (c) grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period).

Disbursements:	All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements. DRA will make disbursements in proportion to DRA's percentage of the project budget.
EIN and DRA Project Numbers:	All payment requests must show the nine digit taxpayer identification numbers assigned by the Internal Revenue Service and the project number assigned to this project by DRA.
Rebates and Discharges from Liability:	Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the grantee shall be paid to DRA to the extent that they are properly allocable to costs for which the grantee has been reimbursed. Grantee will, when requested, assign such amounts to DRA and execute such releases as may be appropriate to discharge the Authority, its officers and agents from liabilities arising out of this Agreement.
Official not to Benefit:	No member or delegate to Congress, or resident Commissioner, shall be admitted to any part of this Agreement, or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.
Covenant Against Contingent Fees:	The grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the grantee for the purpose of securing business. For breach or violation of this warranty the Authority shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
Certification Regarding Debarment:	Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
Fraud:	The grantee certifies that it has not within a three year period preceding the submission of the grant application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public, whether it be federal, state, or local, transaction or contract under a public transaction or violated federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Indicted:	The grantee certifies that it is not presently indicted for or otherwise criminally or civilly charged by a government entity, whether federal, state, or local, with commission of any offenses.
Termination of Public Transaction:	The grantee certifies that it is not within a three year period preceding this grant application had one or more public transactions, federal, state, or local, terminated for cause or default.
Conflicts of Interests:	The grantee certifies that it has not violated the provisions of 7 U.S.C. 2009aa(1)(i) dealing with the conflicts of interest statute of the Delta Regional Authority Act.
Certification Regarding Drug-Free Work Place:	The grantee certifies that it will provide a drug free workplace.
Errors and Omissions/ Compliance Agreement:	The grantee agrees to fully cooperate and adjust for clerical errors or omissions in executing any of the documents in connection with this grant within 30 days from the date of mailing said request.
Basic Agency:	If the servicing of this grant is transferred to a Basic Agency, the grantee shall be responsible for all fees, expenses, or other charges for such servicing which will be paid from the grant funds by DRA.
Percentage Payments:	If the project budget is funded by any other source towards the eligible cost of this project, DRA shall only pay a percentage of the bill, contract, invoice, or voucher presented. This amount shall be equal to the percentage of DRA's funds to the overall project.
Free and Clear of Liens:	The grantee will keep the project free and clear of any liens, adverse claims, security interest, other charges and/or encumbrances.
Certifications Regarding Real Property:	The grantee certifies that real property involved in this project, if any, is in compliance with all zoning, subdivision, land use, redevelopment, energy, environmental protection, and planning and building laws, rules, and regulations, and other government requirements or restrictions applicable to construction, current and intended operation, current and intended use, maintenance, and/or occupancy of the Property. The grantee further certifies that all licenses, permits, certificates, and other consents required for occupancy of the real property in its current and intended operations have been obtained and are in good standing.
Illegal Aliens:	The grantee certifies that it is not in violation of the Federal Immigration and Nationality Act set-forth in 8 U.S.C. 1324 whereby it is unlawful to hire an alien, to recruit an alien, or to refer an illegal alien for a fee,

Illegal Aliens Cont.: knowing the illegal alien is unauthorized to work in the United States. The grantee further certifies that it has complied with all employment eligibility verification requirements, which include examination of identity documents and completion of Form I-9 for every employee hired.

Conveyance: The grantee represents and warrants that it shall not convey, transfer or assign any/or all of its interest in and to the project.

The grantee affirms this grant and the statements and documents produced in the accompanying grant application. By executing this Grant Agreement with DRA, the grantee adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to DRA, consents to the grant, and agrees to all terms and conditions of this Grant Agreement.

PLEASE SIGN AND DATE IN BLUE INK.

DELTA REGIONAL AUTHORITY

Kemp Morgan, Administrator
Federal Project Development and Management

Mayor
City of Hammond

Date

Date