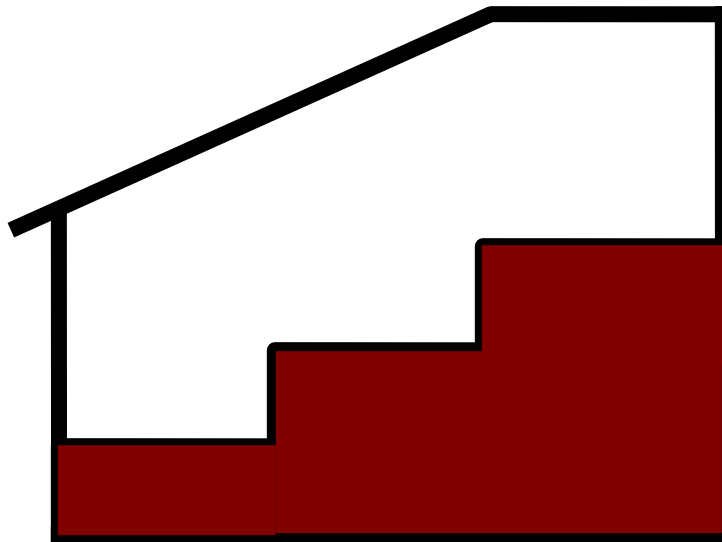


Physical Accessibility

Application Package

Community Development Block Grant Program

Two-Year Application Cycles beginning with the 2008 / 2009 Cycle



STATE OF LOUISIANA

Division of Administration

Office of Community Development

Community Development Block Grant Program

P. O. Box 94095, Baton Rouge, LA 70804-9095

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STATE OF LOUISIANA

DIVISION OF ADMINISTRATION

OFFICE OF COMMUNITY DEVELOPMENT

Community Development Block Grant Program

Acronyms

LCDBG	Louisiana Community Development Block Grant
CDBG	Community Development Block Grant
OCD	Office of Community Development
DOA	Louisiana's Division of Administration
LGR	Local Government Representative
HUD	U. S. Department of Housing and Urban Development
The Act	The Housing and Community Development Act of 1974, as amended

Definitions

Local Government Representative	OCD staff member whose responsibility is to administer a caseload of grants.
Conditionally Closed-out	The status of a grant, as indicated by formal letter, for which all program requirements have been met except for the receipt of the final audit.
Single-purpose Application	Funds requested for one major activity; i.e., sewer, physical accessibility, potable water, streets, or fire protection.

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1. PROGRAM GOALS AND OBJECTIVES

All activities funded by the Louisiana Community Development Block Grant (LCDBG) program must address one of the following two national objectives:

- Principal benefit (at least fifty-one percent) to low and moderate income persons.
- Elimination or prevention of slum and blight.
- Urgent need.

In order to meet these national objectives, the Office of Community Development has the following goals:

- Benefit low and moderate income persons.
- Eliminate or aid in the prevention of slums or blight.
- Strengthen community and economic development through the creation of jobs, stimulation of private investment, and community revitalization, principally for the benefit of low and moderate income persons.
- Provide for other community development needs with a particular urgency due to existing conditions that pose a serious and immediate threat to the health or welfare of the community.

II. GENERAL INFORMATION FOR APPLICANTS

Physical Accessibility Specialists in the Office of Community Development

Director of the LCDBG Program

Housing Program Manager

Web Site of the Office of Community Development

www.doa.louisiana.gov/cdbg/cdbgHome.htm

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Introduction

This application package must be used to apply for Physical Accessibility projects. It is available on the Louisiana Community Development Block Grant (LCDBG) website at the above listed website address.

The Office of Community Development will accept applications for Physical Accessibility projects based on two-year application cycles. Under normal circumstances applications are submitted at the end of odd-numbered calendar years. Applications cover two program years beginning with the next even-numbered program year (FY 2008, for example) and ending with an odd-numbered program year (FY 2009, for example). If an application is not funded under the first funding year of a two-year application cycle, it may be considered for funding under the second year. As with other LCDBG programs, the Physical Accessibility applications are ranked among other Physical Accessibility applications submitted.

This application package has been prepared for use over multiple application cycles. References to specific application cycle years, such as FY 2008/2009, have been greatly reduced because this application package is designed to cover not only the 2008/2009 cycle but also two-year funding cycles beyond 2008/2009.

Eligible Applicant Information

Municipalities and parishes in Louisiana are eligible to participate in the LCDBG program with the exception of the following HUD entitlement jurisdictions: Alexandria, Baton Rouge, Bossier City, Jefferson Parish (including Grand Isle, Gretna, Jean Lafitte, and

Westwego), Kenner, Lafayette Parish Consolidated Government, Lake Charles, Monroe, New Orleans, Shreveport, Slidell, St. Tammany Parish, Terrebonne Parish Consolidated Government, and Thibodaux.

The Effect of Other Grant Programs on Eligibility for Physical Accessibility

Local governments are not prevented from being funded for a Physical Accessibility grant based on the previously funded and currently “active” number of other types of grants.

Example: The City of Someplace has a Public Facilities grant that is in active status at the time past performance threshold eligibility considerations are examined—normally about mid-December. The City of Someplace would be eligible for funding consideration of a Physical Accessibility application(s) during the next round of grant funding.

Additional Eligibility requirements include: (a) the local government must not be on the LCDBG sanction list and (b) any funds due to the State have been repaid or a satisfactory arrangement has been made and payments are current.

The Effect of a Funded Physical Accessibility Grant on Other Funding Under normal circumstances, when a Physical Accessibility grant is administered in a timely manner, eligibility for funding of other programs, such as Public Facilities or Housing, will be unaffected. However, if a Physical Accessibility grant is not administered in a timely manner or if difficulties arise that result in great delays, it is possible for a Physical Accessibility grant to affect funding of other programs. The same caveat is also true regarding the Economic Development, Demonstrated Needs, and LaStep Programs. The relevant Consolidated Annual Action Plan in a Section Two discussion of past performance thresholds will provide information regarding program types and funding years of active grants which (a) will have no affect on the funding of other grants, (b) will have an affect on the funding of other grants or (c) may have an effect of the funding of other grants depending on a case-by-case analysis of the grant progress.

A local government may have only one active Physical Accessibility program at a time. Before a subsequent Physical Accessibility program is considered for funding, any previously funded Physical Accessibility program must be conditionally-closed as of the relevant threshold date.

Single Purpose Applications Only single purpose applications will be accepted. A single purpose grant provides funds for one primary need or activity, such as Physical Accessibility. Multi-purpose applications are not eligible for funding.

Size of Grants The State has established a funding ceiling of \$100,000 for Physical Accessibility grants for program years 2008 and 2009. Changes, if any, to the \$100,000 funding ceiling for later years will be announced at future application workshops.

Pre-agreement Costs The applicant is allowed to request funds for the reimbursement of pre-agreement costs (application preparation fees), administrative costs, and engineering/architectural fees, if any. A maximum of \$2,500 is allowed for pre-agreement costs for Physical Accessibility applications. Of this amount, a maximum of \$1,000 will be allowed for the packaging of the application and a maximum of \$1,500 will be allowed for

household surveying costs. The \$1,500 for household surveying is allowed only if the administrative consultant conducts the household survey. In order to be eligible for the pre-agreement costs, the following requirements must be met:

- The application must be funded.
- The LCDBG procurement procedures must have been followed in the procurement of engineering/architectural and/or administrative consulting firms.
- The application preparation tasks and corresponding costs must be identified in a written contract between the firms and the local governing body.
- The application must be complete, accurate, and timely as determined by the Office of Community Development. If an application is not submitted by the deadline date, it will not be rated.

Allowances The funding ceiling of \$100,000 for FY 2008 and FY 2009 means that all costs to be paid with LCDBG funds must not exceed \$100,000. Funding ceilings for subsequent program years will be stated in the Consolidated Annual Action Plan available on the website. Maximum FY 2008 and FY 2009 LCDBG amounts allowed are as follows:

Pre-agreement Costs for packaging the application.....	\$ 1,000
Pre-agreement Costs for conducting the household survey	1,500
General Program Administration	20,000
Rehabilitation Administration at \$1,000 per unit, for x number of units.....	(1,000)(x)
Rehabilitation	(\$100,000 less the sum of the above items)

“**General Program Administration**” is for tasks such as overall program administration, preparing Requests for Payment, and submitting closeout documents. In contrast, “**Rehabilitation Administration**” is for tasks relating to individual housing units such as the work write-up assessing the deficiencies of a particular unit, detailing the proposed remedies for the unit, overseeing the bidding and contract award per unit and the inspection process for each unit.

Eligible Activities

Identification of Priority Activities Appendix 2 of the current Consolidated Annual Action Plan, available on the website, identifies all of the activities eligible for Community Development Block Grant funding under federal guidelines. Within those regulations, the State has established priorities for program categories and activities. Ineligible activities are identified in Section 570.207 of the Code of Federal Regulations, Title 24.

Physical Accessibility Physical Accessibility is an eligible activity for single or multi-family residential housing structures that may include but is not limited to the following components:

- Construction of a wheel chair ramp to aid accessibility
- Construction/reconfiguration of steps or porches to aid entrance safety
- Replacement of old deteriorating steps, porch(es) or ramps
- Construction of handrails where needed—exterior or interior

- Removal of structures that impede accessibility while maintaining overall structural soundness of the residence
- Removal of old plumbing fixtures and installation of new fixtures suitable for use by persons with disabilities
- Conversion of a bathtub to a shower stall to promote access for the disabled
- Installation of doorknobs that provide better access and usability for disabled persons
- Installation of grab-bars that provide support for disabled persons
- Widening of doorways and installation of wider doors
- Other improvements that provide accessibility or remove barriers to accessibility

Note: A home can receive accessibility improvements without having to bring the entire structure up to Section 8 requirements. However, under the Physical Accessibility program, care should be exercised to improve all major accessibility impediments—**to the extent feasible**.

Definitions, Requirements, Restrictions, and Procedures

Disabled Person: Under the Physical Accessibility program a disabled person is any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment. Major life activities include walking, talking, hearing, seeing, performing manual tasks and caring for oneself.

The terms “disabled” and “handicapped” are used interchangeably in this application package. Handicapped improvements, physical accessibility improvements, and improvements to help disabled persons are synonymous terms under the Physical Accessibility program. The strict definition of “disabled” as used by the Social Security Administration, where persons must be unable to be gainfully employed to be considered as disabled, does not apply to the Physical Accessibility program.

Example: John Brown, an elderly person who is gainfully employed outside the home, has trouble climbing the steps to his house due to the onset of arthritis. John is considered to have a disability under the Physical Accessibility program and his home would be eligible for improvements to the steps such as the installation of handrails or the construction of a handicapped entrance ramp.

Low and Moderate (LMI) Income Status Only LMI households are eligible under the Physical Accessibility program. The median Parish income along with household size is used to determine income status. The thresholds for determining income categories are as follows:

- Moderate: 80% of median parish income
- Low: 50% of median parish income
- Extremely Low: 30% of median parish income

The income status of low and moderate income (LMI) is comprised of all three of the above listed categories.

Household A household is defined as a dwelling unit and all persons who reside therein. The income of all the persons dwelling in the household must be considered when determining LMI status regardless of whether those dwelling there are related by blood or marriage.

Example: Two unrelated adults dwell in one house. In determining LMI status, the income of both adults must be considered. The household size will be a two-person household when using the (completed) “Income Limits” chart on page 98 to determine income status.

Duration of Disability Households which are expected to have a need for accessibility improvement for two years or more are eligible under the Physical Accessibility program. Examples:

- A family had a vehicle accident where the mother’s leg was broken. The expected duration of the mother’s condition is only six months. The household would not be eligible.
- A family had a vehicle accident where the father was paralyzed. The expected duration of the father’s condition is more than five years—possibly permanently. The household would be eligible.

Mobile Homes Mobile and modular homes are not eligible under the Physical Accessibility program.

Target Area(s) Physical Accessibility improvements must be confined to a target area or at the most, two target areas. The local government has the responsibility of determining the size and location of a target area(s). A target area may cover a limited area such as a particular neighborhood or a larger area such as the entire corporate limits. When deciding the size of the target area, keep in mind that the number of responses by those applying for Physical Accessibility improvements treatment may be overwhelming if the target area covers the entire corporate limits. Local governments would not desire to have 300 homeowner-applicants for a grant that will, in all likelihood, serve less than 20 homes. The target area(s) must be adequately described in the “Project Description” form. The expansion of a target area after an application is funded is not allowed.

Various methods and sources may be used to determine which households need accessibility improvements. Such methods include public hearings, the placement of brochures at appropriate public locations, newspaper advertisements, etc. Sources of information include citizen input, non-profit organizations, medical organizations, etc.

Proposed beneficiaries will not consist of all who reside in a target area as in many other LCDBG programs, but rather, proposed beneficiaries as listed in the initial application will be only those who reside in homes that are expected to receive accessibility improvements.

The 75% Rule and the Structural Soundness Test for Physical Accessibility A house will be eligible for accessibility treatment if it is able to meet (a) the 75% Rule and (b) the Structural Soundness Test.

The 75% Rule states that a housing unit is eligible for treatment when the estimated cost of the treatment that results in Section 8 standards being met would be less than seventy-five percent of the fair market value of the house once treatment is completed. Note that the Physical Accessibility program does not require homes to be brought up to Section 8 standards—such standards simply provide a “yardstick” for measuring the extent of the improvements needed.

Since accessibility treatment does not necessarily bring the entire home up to Section 8 standards, a “Structural Soundness Test” must also be met as part of eligibility requirements. If a home is deemed structurally sound enough to receive and utilize accessibility improvements for the expected average life of the improvements, then the home meets the Structural Soundness Test. For instance, a termite-infested home that has incurred severe structural damage would not qualify for renovation of the bathroom to achieve handicapped access because such a home would not be deemed structurally sound.

Eligibility of Owners And Renters A housing unit occupied by the owner (or a person with lifetime usufruct) is eligible for accessibility treatment. Additionally, the property on which an owner-occupied housing unit is located must be owned by the occupant of the home.

A housing unit under a “rent-to-own” agreement will be considered as a rental unit under the Physical Accessibility program. The cost-sharing procedure between owner and landlord as described in the next few paragraphs would apply to “rent-to-own” housing units that become part of the Physical Accessibility project.

Renter-occupied units are also eligible for treatment under the following conditions: (a) the current tenants must be of LMI income status, (b) the owner/landlord of tenant occupied homes must prove ownership, (c) the owner/landlord must agree to pay for fifty percent of the improvements, and (d) the owner/landlord must agree to set rent prices that are affordable, as defined in the next paragraph, for a period of at least five years. The local government will assume the responsibility of determining that the owner/landlord keeps rent affordable. The five year period will begin upon acceptance of the work performed. (This five year period must not be confused with the five year Deferred Payment Loan Lien period utilized in the LCDBG Housing program. The Physical Accessibility program does not utilize the Deferred Payment Loan Lien.)

This office defines affordable rent as no more than the Fair Market Rent as established by HUD on the following website: <http://www.huduser.org/datasets/fmr.html>.

A housing unit must be occupied to be eligible under the Physical Accessibility program. Vacant housing units are not eligible.

Owner/Landlord Cost Sharing Procedure The owner/landlord must pay for fifty percent of the expected construction expenses on rental units by depositing the full amount of the expected owner/landlord share in an escrow (checking) account to which both the owner/landlord and local government are signatories. The account should be established requiring both signatures on any check.

Chronologically, the first construction invoices for each home are to be paid from the escrow account. The transactions, including the disbursements of each check, are to be handled by the local government. When accessibility improvements are about half completed on a particular

home, LCDBG funds may then be requested and utilized for construction expenses on that home.

Usual construction costs and costs for “Construction Administration” (up to \$1,000 per home) will be considered as construction expenses. Costs for “General Administration” (up to \$20,000 per grant) will not be considered as a construction expense. At the conclusion of the project, construction expenses are to be tabulated by the local government. Additional funds may be due from the owner to complete his 50% obligation or, if there were under-runs relative to the cost estimate, then the remaining unused funds in the escrow account must be returned to the owner/landlord. The escrow account should then be closed.

Contracts After a commitment of funding is determined by the Office of Community Development, contracts must be entered into by all parties regarding their respective interests. The following contract types can be identified:

- A contract, commonly called the LCDBG contract, between this office and the local government. This contract is prepared by the Office of Community Development prior to the release of LCDBG funds. Upon release of LCDBG funds a copy of the fully executed LCDBG contract is sent to the local government.
- A contract (or agreement) between the local government and homeowner for lead and/or asbestos testing if such testing is deemed to be necessary.
- A contract (or agreement) between the local government and homeowner. This contract (or agreement) is prepared by the local government and is to be executed after the release of LCDBG funds but before advertisement is made for construction bids.
- A contract between the homeowner, prime contractor and the local government. (If the homeowner is a landlord, the contract must include a commitment from the owner/landlord to pay 50% of construction expenses according to information in the above heading, “Owner/Landlord Cost Sharing Procedure.” This office encourages the local government to prepare this contract and have it executed by all parties shortly after the construction contract is awarded.
- A contract between the landlord and tenant, if applicable, specifying responsibilities of each party, timetables, etc., is recommended. The contract may be prepared by the local government or the landlord and should be executed prior to the start of construction.

Housing Policy of the Local Government Local governments which receive funding under the Physical Accessibility program must insure that a “LCDBG Program Housing Policy” covers elements necessary for the Physical Accessibility program. A sample LCDBG Housing Policy (that does not contain Physical Accessibility items) is available as Exhibit C-1 in the most recent LCDBG Grantee Handbook, which is available on the LCDBG web site. Such a policy may have been prepared by the applicant under a previous housing grant. Whether writing a new policy or simply updating an existing policy, program guidelines for the Physical Accessibility program must be incorporated into the policy. The following should be included:

- Description of the method which will be used to inform the public of the availability of accessibility improvements in the target area—whether by brochure, advertisement, placement of signs, etc.
- Description of types of accessibility improvements that are eligible.

- Minimum and maximum dollar amounts per each home that will receive treatment.
- Description of the type of household units eligible for accessibility treatment—especially concerning Structural Soundness Test and the 75% Rule.
- Definition of qualified applicants—LMI households with accessibility needs.
- Requirements, if any, regarding a medical opinion or other proof of disability. Note, the proof of disability is not required under the Physical Accessibility program but the local government may, at its own discretion, require a level of proof. If the local government chooses to require such proof, the requirements should be specified in the housing policy.
- Restriction(s) regarding expected duration of disability or handicapped condition.
- Description of a time period allowable for the receipt and approval of homeowner applications. Example: Homeowner application receipt and approval must be obtained from the local government within thirteen months of the authorization to incur costs date of the LCDBG funded grant.
- Description of the procedure that will be utilized to advertise for homeowner applications pertaining to households contained in the original LCDBG application.
- Description of (an optional) procedure allowing additional advertising for homeowner applications from households not contained in the original LCDBG application but which are located in the established target area(s). This optional procedure must specify that the additional applications must be submitted within the time period allowable for receipt and approval of homeowner applications.
- Description of the rating/selection process that will be used by the local government to determine (a) which homes are selected for assistance and (b) ranking priority. Factors could include but are not limited to the following: age, expected duration of disability, type of disability, or even a rating on a first come—first served basis.

Examples:

- (a) The greater the age the greater the priority.
- (b) The longer the duration of expected disability the greater the priority.
- (c) A specified type of disability, such as wheelchair-bound persons, may be given preference over other disability type(s).

Procedures must be specified which the local government will use to determine which applicants are selected and the ranking priority of approved applicants. Such procedures should be specified in the Housing Policy. A point system for rating applicants is required.

Application Details

Deadline The deadline for submittal of Physical Accessibility applications is normally the same date as the submittal date for Public Facilities and Housing applications. This date is normally in mid-December of odd-numbered years. To determine the exact date you may call the Housing Program Manager at the Office of Community Development. If mailed, the postmark must be stamped no later than the deadline date. The applicant must obtain a “Certificate of Mailing” from the Post Office, certifying the date mailed. The State may require the applicant to submit the “Certificate of Mailing” to document compliance with the deadline.

The deadline for the receipt of Physical Accessibility applications for the 2008/2009 cycle will be December 1, 2008.

Any applications that do not meet the deadline requirement stated above will not be rated.

Number of Copies An original and one copy of the complete application must be mailed to:

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

Or delivered to:

Division of Administration
Office of Community Development
Claiborne Building, Suite 7-270
1201 North Third Street
Baton Rouge, Louisiana 70802

Capacity and Past Performance No grant will be made to an applicant that lacks the capacity to undertake the proposed program. In addition, applicants that have previously participated in the LCDBG Program must have performed adequately.

The past performance and capacity determinations for the 2008 program year will be made as of December 1, 2008. Past performance and capacity determinations for the 2009 program year will be made as of April 1, 2009.

Past performance and capacity determinations for future programs beginning with program year 2010 will be made on the same dates as for Housing and Public Facilities applications. This date each year is normally a mid-December date. The State is not responsible for notifying applicants as to their performance status.

Standard Application Forms Only applications submitted on the standard forms included herein will be accepted.

Federal and State Statutes and Regulations That Apply to the LCDBG Program

The following regulations apply to the Louisiana Community Development Block Grant program and may apply to the Physical Accessibility program. Applicability must be considered in the preparation of a Physical Accessibility application.

1. Property Rehabilitation Standards – Standards which are adopted by the local government for use in the LCDBG program are collectively referred to as Property Rehabilitation Standards. Property Rehabilitation Standards must be defined in the adopted Housing Policy as well as the degree of applicability of each component to a Physical Accessibility project. Components of Property Rehabilitation Standards must include any of the following that apply to the project: (a) HUD's Section 8 Housing Quality Standards, (b) the International Building Code as adopted by the State of Louisiana, (c) asbestos detection and abatement requirements of the Louisiana Department of Environmental Quality (d) HUD's Lead-based Paint Controls and Abatement Standards, and the (e) Fire Administration Authorization Act of 1992.

(Note: The Physical Accessibility program does not require an entire housing unit to be brought up to Section 8 standards; however, portions of a Physical Accessibility project, such as the remodeling of bathroom facilities for a handicapped person, must meet Section 8 standards.)

2. Physical Accessibility Standards Section 504 of the Rehabilitation Act includes building standards for accessibility improvements. Standards (specific measurements for door clearances, wheelchair area dimensions, slope angles for wheelchair ramps, door hardware requirements, etc.) for providing access have been adopted and made available as the Uniform Federal Accessibility Standards (UFAS).
3. Audit Requirements – OMB Circular A-133 requires single audits of all grantees that have total annual federal expenditures in excess of \$500,000. Financial audits and/or certifications are required in accordance with State law when grantee has total annual federal expenditures less than \$500,000. Single audit costs may be eligible for reimbursement in part as an administrative expense.
4. Uniform Act (Acquisition and Relocation) – The relocation provisions of the Uniform Act as it pertains to permanent relocation of citizens are applicable to the LCDBG Physical Accessibility Program. Physical Accessibility programs usually do not cause permanent relocation, but if such should occur, the relocation provisions of the Uniform Act will be applicable.

The acquisition provisions of the Uniform Act will be applicable to a Physical Accessibility application/grant only if acquisition of property is involved. It is rare for property to be acquired in association with an LCDBG Physical Accessibility program. If acquisition is necessary, the Uniform Act requires appraisals for all acquisition (valued over \$10,000) undertaken in connection with activities included in the application. The local governing body is required to pay at least fair market value for all properties acquired. Acquisition must be completed before construction begins.

5. Davis-Bacon and Contract Work Hours and Safety Standards (CWHSSA) – Davis-Bacon and CWHSSA do not usually apply to the LCDBG Physical Accessibility

program. In order for Davis-Bacon to apply there must be more than seven housing units under one construction contract.

If Davis-Bacon is determined to be applicable, it requires that Federal prevailing wage rates be paid to all employees working under a construction contract of \$2,000 or more. Also, under CWHSSA, when it is applicable, all employees must be paid at least time and a half for any time they work more than forty hours per week.

Citizen Participation Requirements

Prior to the submittal of the application, the local governing bodies must have a written and adopted Citizen Participation Plan that is in compliance with Section 508 of the Housing and Community Development Act of 1974, as amended. The local Citizen Participation Plan must be made available to the public at the first public hearing.

Previous LCDBG recipients that have already adopted a Citizen Participation Plan must revise their plan to reflect any changes herein. Local governing bodies that are not familiar with the State's Citizen Participation Plan may request a copy from the Office of Community Development.

If the local governing body is not having an official meeting to adopt/amend the Citizen Participation Plan prior to the first public hearing, the local governing body can distribute the new or revised Citizen Participation Plan at the public hearing. However, the new or revised Citizen Participation Plan must be adopted prior to the second public notice announcing availability of the application for review and the notice must state that the adopted Citizen Participation Plan will also be available for review.

The local governing body must hold the first public hearing prior to the development of the application. The purpose of the hearing is to receive comments on the housing and community development needs of the jurisdiction. A notice of the first public hearing (sample notice is provided on page 27) must be published in a local newspaper a minimum of five days before the hearing. The day the notice is published does **not** count as one of the five days. The hearing can be held on the fifth day. The location and time of the hearing must be convenient to potential beneficiaries. Also, a location and time frame for the submittal of comments should be included for persons unable to attend the hearing. An interpreter must be present at the public hearing if a significant number of non-English speaking persons are expected. The notice must state that accommodations for persons with disabilities or non-English persons will be provided. Citizens, particularly persons of low and moderate income and those living in slum and blighted areas, should be encouraged to participate in this process.

The following information must be identified in the public notice as items to be discussed at the hearing and provided to persons attending the meeting.

1. The amount of funds available for proposed community development and housing needs.

2. The range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income.
3. The plans of the applicant for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided to persons actually displaced as a result of such activities.
4. If applicable, the applicant must provide citizens with information regarding the applicant's performance in prior LCDBG programs funded by the State.

Written minutes of the hearing and an attendance roster must be maintained by the local governing body.

A second public notice (sample notice on page 28) regarding the specific contents of the application must be published a minimum of seven calendar days prior to application submittal in a local newspaper. The purpose of the notice is to inform the citizens of the proposed objectives, proposed activities, location of the proposed activities, and amount of funds to be used for each activity. Citizens must be given the opportunity to review the application and to submit comments on the proposed application. The notice must state the proposed application submittal date and provide the location and time frame the application is available for review. **The application must be complete and available for public review when the notice is published in the newspaper.**

The applicant must provide technical assistance to facilitate citizen participation when requested, particularly to representatives of or low and moderate income persons. The level and type of technical assistance shall be determined by the applicant based upon the specific needs of the community's residents.

Developing a Citizen Participation Plan All applicants and grantees must have **developed and adopted** a Citizen Participation Plan prior to application preparation in order to be in compliance with Section 508 of the Housing and Community Development Act of 1974, as amended. The Plan at a minimum should:

- (a) provide for and encourage citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
- (b) provide citizens with reasonable and timely access to local meetings, information, and records relating to the unit of local government's proposed method of distribution and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended;
- (c) provide for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
- (d) provide for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance; which hearings shall be held after adequate notice, at

- times and locations convenient to potential or actual beneficiaries, and with accommodations for persons with disabilities;
- (e) provide for a formal written procedure which will accommodate a timely written response to written complaints and grievances within 15 days where practicable; and
 - (f) identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can reasonably be expected to participate.

Each applicant/grantee shall provide citizens with adequate opportunity to participate in the planning, implementation, and assessment of the CDBG program. The applicant/grantee shall provide adequate information to citizens, hold a public hearing at the initial stage of the planning process to obtain views and proposals of citizens, and provide opportunity to comment on the applicant's/grantee's community development performance. The Citizen Participation Plan must incorporate procedures for complying with the above regulations (a-f).

(Sample)

CITIZEN PARTICIPATION PLAN

The _____ has adopted the following Citizen Participation Plan to meet the citizen participation requirements of Section 508 of the Housing and Community Development Act of 1974, as amended. The _____ is committed through adoption of this plan to full and total involvement of all residents of the community in the composition, implementation and assessment of its Louisiana Community Development Block Grant (LCDBG) Program. Attempts will be made to reach all citizens, with particular emphasis on participation by persons of low and moderate income, residents of slum and blighted areas and of areas in which funds are proposed to be used. A copy of this plan will be made available to the public upon request.

As part of the citizen participation requirements and to maximize citizen interaction, the _____ shall:

- 1) Provide citizens with reasonable and timely access to local meetings, information and records relating to the State's proposed method of distribution, as required by the Secretary, and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended;
- 2) Provide for public hearings to obtain views and respond to proposals and questions at all stages of the community development program. These hearings will consist of the development of needs and proposed activities and review of program performance. These hearings will be held after adequate notice, a minimum of five calendar days, at times and locations convenient to potential or actual beneficiaries with accommodations for persons with disabilities;
- 3) Provide for and encourage citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
- 4) Provide for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals;
- 5) Where applicable, identify how the needs of non-English speaking residents will be met in the case of public hearings; and
- 6) Provide for a formal written procedure which will accommodate a timely written response, within fifteen days where practicable, to written complaints and grievances.

Written minutes of the hearings and an attendance roster will be maintained by the _____.

PUBLIC HEARINGS

Notices informing citizens of any public hearings will appear in the official journal of the _____ a minimum of five calendar days prior to the hearing. In addition, notices will also be posted in (parish office buildings/town hall) and the hearing will be publicized through local community organizations, i.e., churches, clubs, etc., and/or dissemination of leaflets in the target area. Hearings will be held at times and locations convenient to potential or actual beneficiaries with accommodations for individuals with disabilities and non-English speaking persons. Whenever possible these hearings will be held within or near the target areas, at times affording participation by the most affected residents.

I. APPLICATION:

First Notice/Public Hearing

- 1) The public hearing to address LCDBG application submittal will be held approximately _____ calendar days prior to the deadline for submission of the application for the current funding cycle. The Citizen Participation Plan will be available at the hearing. The public notice for this hearing will state that the following will be discussed:
 - a) The amount of funds available for proposed community development;
 - b) The range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income;
 - c) The plans of the _____ for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided by the _____ to persons actually displaced as a result of such activities; and
 - d) The _____ prior performance of LCDBG programs funded by the State of Louisiana.

In addition, the notice shall state that all citizens, particularly low and moderate income residents of slum and blighted areas, are encouraged to submit their views and proposals regarding community development and housing needs. Those citizens unable to attend this hearing may submit their views and proposals to:

(address of local governing body)

The notice will also state that accommodations will be made for disabled and non-English speaking individuals provided a _____ day notice is received by the _____.

Second Notice

- 1) Seven calendar days, at a minimum, prior to the deadline for submittal of the application, a second notice shall appear in the official journal informing the citizens of the following:
 - a) Proposed submittal date of the application;
 - b) Proposed objectives;
 - c) Proposed activities;
 - d) Location of proposed activities;
 - e) Dollar amount of proposed activities; and
 - f) Location and hours available for application review.

In addition, the notice shall state "all citizens, particularly those affected by the proposed project, are encouraged to review the proposed application and submit any written comments on the application to:"

(address of local governing body)

Negative comments received will be forwarded immediately to the State's Office of Community Development, Division of Administration or the application will be withdrawn if necessary.

II. AMENDMENTS

Program amendments, which substantially alter the LCDBG project from that approved in the original application, shall not be submitted to the State without holding one public hearing in accordance with the procedures outlined within this Citizen Participation Plan. Minutes of the hearing will be submitted with the request for the amendment. All interested citizens, particularly the low and moderate income, elderly, handicapped, and residents of the project area, shall be made aware and have the opportunity to comment on proposed amendments and/or submit alternative measures.

III. GRANTEE PERFORMANCE

The _____ will hold one performance hearing to solicit the public's opinion of the effectiveness of the LCDBG Program. The manner of notification will be the same as previously described for all public hearings. Notification will be made in the official journal approximately _____ calendar days prior to the anticipated submittal of close-out documents to the State, and will indicate the date, time, and place of the performance hearing, and invite comments and opinions on the LCDBG activities implemented under the _____ LCDBG Program being closed out. The notice will also state that accommodations will be made for disabled and non-English speaking persons provided a _____ day notice is received by the _____.

This notice shall invite all interested parties, particularly those low to moderate income residents in the target area to attend.

The hearing will be held no sooner than five calendar days from the publication date of said notice.

CONSIDERATION OF OBJECTION TO APPLICATION

Persons wishing to object to approval of an application by the State may make such objection known to:

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

The State will consider objections made only on the following grounds:

- 1) The application description of needs and objectives is plainly inconsistent with available facts and data;
- 2) The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant; and
- 3) The application does not comply with the requirements set forth in the Action Plan or other applicable laws.

Such objections should include both an identification of the requirements not met and, in the case of objections relative to (1) above, the complainant must supply the data upon which he/she relied upon to support his/her objection.

BILINGUAL

Whenever a significant number of persons and/or residents of blighted neighborhoods communicate with a primary language other than English attend public hearings, the _____ will provide a interpreter for dissemination of information to them providing the _____ is given sufficient notification of _____ day(s).

TECHNICAL ASSISTANCE

Technical assistance may be provided directly by the _____ to any citizen, particularly to low and moderate income persons, residents of blighted neighborhoods and minorities, who request assistance in the development of proposals and statement of views concerning the LCDBG Program. The local officials, administrator and engineer will conduct informational meetings with the residents of the low to moderate income areas if a written request is received by the _____ with at least a one week notification. The person(s) who conducts the technical assistance meetings will disseminate information on the program and answer all pertinent questions.

TIMELY ACCESS AND ADEQUATE INFORMATION

The _____ shall provide timely disclosure of records, information and documents related to the LCDBG program activities. Documents will be made available for copying upon request at the _____, Monday thru Friday, _____ a.m. to _____ p.m. Such documents may include the following:

- 1) All meetings and promotional materials.
- 2) Records of hearings and meetings.
- 3) All key documents, including prior applications, letters, grant agreements, citizen participation plans, and proposed applications.
- 4) Copies of the regulations (final statements) concerning the program.
- 5) Documents regarding other important requirements, such as Procurement Procedures, Fair Housing, Equal Employment Opportunity, Uniform Act, Labor Provisions and Environmental Procedures.

CITIZEN COMPLAINT PROCEDURE

SECTION 1

It is the policy of the (local governing body) to review all complaints received by the (local governing body.)

SECTION 2

The following procedures will be followed on all complaints received by the (local governing body):

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

Complaints concerning the general administration of the LCDBG Program may be submitted in writing directly to the:

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

SECTION 3

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

Louisiana Department of Justice
Public Protection Division
Post Office Box 94005
Baton Rouge, Louisiana 70804

The complainant will be notified in writing within 10 days that, due to the nature of the complaint, it has been forwarded to the Louisiana Department of Justice.

or

Complainant may contact the Louisiana Department of Justice Public Protection Division directly at the Toll Free Telephone number 1-800-273-5718 or 225-342-5521.

SECTION 4

The (designated local official) will maintain a file for the purpose of keeping reports of complaints.

SECTION 5

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

SECTION 6

This policy may be amended by a majority vote at any of the _____ regularly scheduled meetings.

ADOPTION

This Citizen Participation Plan is hereby adopted by _____
in regular session on this _____ day of _____, 200__.

WITNESS

CHIEF ELECTED OFFICIAL

SAMPLE PUBLIC NOTICE

Public Hearing

Village of _____, Louisiana

The Village of _____ will hold a public hearing at _____ p.m. on _____, 20xx__ at the _____ Village Hall. The purpose of the meeting is to obtain views on the housing and community development needs of the Village and to discuss the submission of an application for funding under the State of Louisiana FY 20xx/20xx Community Development Block Grant (LCDBG) Program. The following items will be discussed at the hearing:

- A. The amount of funds available for proposed community development and housing activities;
- B. The range of activities available that may be undertaken, including the estimated amount of funds proposed to be used for activities that will benefit persons of low and moderate incomes;
- C. The plans of the Village for minimizing displaced persons as a result of activities assisted with such funds and the benefits to be provided by the Village to persons actually displaced as a result of such activities; and
- D. The Village's past performance on LCDBG projects funded by the State of Louisiana.

All residents, particularly low and moderate income persons and residents of slum and blighted areas of the Village of _____ are encouraged to attend this meeting.

Accommodations will be made for persons with disabilities and non-English speaking individuals provided that three day notice of received by the Village.

Those citizens unable to attend this hearing may submit their views and proposals until _____, 20xx__ in writing to:

Village of _____
Post Office Box _____
_____, Louisiana _____
_____, Mayor

SAMPLE PUBLIC NOTICE

LCDBG Application Available for Review

The Village of _____ announces that an application for the FY 20xx/20xx Louisiana Community Development Block Grant (LCDBG) funds will be submitted for the following:

- Activity: LCDBG funds will be used to _____
Objective: To provide adequate service for low-moderate income residents of the Village of _____
Location: The target area consists of _____
Amount: (List each activity and the amount)

All citizens, particularly persons of low and moderate income and residents of blighted areas, are encouraged to submit their views and proposals by (insert date, this date must allow for a review period of a minimum of seven days prior to application submittal) to the Mayor at the following address:

Office of the Mayor
Village of _____
Post Office Box _____
_____, Louisiana _____
Telephone: _____

The application is to be submitted to the State's Office of Community Development on or about (insert date application will be submitted). A copy of the application will be available for review at the Village Hall between the hours of (insert hours Village Hall is open for business) on (insert the days of the week the application will be available for review).

III. PROJECT SELECTION PROCESS

Preliminary Review

The LCDBG Staff will review each application to determine the following:

1. Timeliness of Submission – Applications that are postmarked after the deadline date will be returned to the applicant unopened and **will not be considered for funding**.
2. Completeness of the Application – Applications will be reviewed for completeness. Failure to include all forms or the inclusion of incomplete forms may result in a lower overall score.

If the determination is made during the review that the application did not contain items necessary to accurately rate the application, did not include all required forms, involved a local survey that was not conducted properly, or was poorly packaged, etc., funds requested for pre-agreement costs may be reduced.

3. Activity Eligibility – State staff will review each proposed activity to determine that it is an eligible activity that meets one of the three national objectives identified on page 6 of this application package. **Ineligible activities will not be rated.**

Applicant Selection

Description of Rating Procedures Physical Accessibility applications will be assigned raw scores by the State, then ranked highest to lowest. After ranking, the State may select some of the highest rated applicants and conduct a site visit. Site visits will verify the information provided in the application. If a site visit discloses information conflicting with that included in the application, the State will exercise administrative discretion in making the determination as to whether or not the application will receive further consideration. Information gathered during a site visit will not normally raise an applicant's score but may result in a reduction in score. Selected applicants will be contacted by telephone to arrange a time to visit and to identify items that the State will review while on site. Items not specifically mentioned during this phone call may be reviewed during the site visit.

Summary of Rating Criteria

Cost Effectiveness-----	44	Points
Program Impact-----	44	
Involvement of Auxiliary Entities-----	4	
Renewal Community-----	4	
Administrative Costs-----	4	
Total Possible Points-----	100	

Cost Effectiveness The amount of funds requested for construction costs divided by the number of disabled beneficiaries will yield the cost per disabled person benefiting. Construction costs will include normal construction costs, Construction Administration costs of up to \$1,000 per home but not General Administration costs. Persons who are not handicapped or disabled but who live in a household with an impaired person(s) are reported as beneficiaries on the Activity Beneficiary Form but are not considered as beneficiaries in the calculation of Cost Effectiveness. The applicant with the lowest cost per person benefiting will receive the full forty-four points for Cost Effectiveness. The remainder of the applications will receive (reduced) scores which are relative to the best score.

Program Impact Program Impact is a measure of the expected duration of a handicap or disability for each person with a handicap or disability. The duration of a handicap or disability is to be measured in three distinct time periods: (1) more than five years (2) between two and five years and (3) less than two years. If there are no handicapped persons in the household who are expected to have a handicap or disability for at least two years the Physical Accessibility program must not be used for the household. When there is at least one person in a household who expects to have a handicap or disability for at least two years, “weights” will be assigned to each handicapped person as follows: (1) each person expected to be handicapped (or disabled) for more than five years or who has been diagnosed with a terminal illness will receive a weight of ten, (2) each person expected to be handicapped (or disabled) for between two and five years will receive a weight of five, and (3) each person expected to be handicapped (or disabled) for less than two years will receive a weight of one. The maximum allowable combined weight per household for all handicapped persons in the household is to be thirty. The following formula will be used to determine the program impact points for each applicant:

$$\frac{\text{Combined weight of persons in each household} \times 44 \text{ total possible points}}{\text{Number of Households} \times 30}$$

Involvement of Auxiliary Entities If there is any other agency or organization that will assist in accessibility rehabilitation, meaning hands-on construction work in a private residence(s), four points will be assigned for involvement of auxiliary entities. Administrative assistance alone will not be assigned four points.

Renewal Community If the target area(s) is within the boundaries of a federally designated renewal community, four points will be assigned.

Administrative Costs If the applicant agrees to pay all general program administration costs including pre-agreement costs, four points will be assigned for administrative costs. (Note: Rehabilitation administration at a maximum of \$1,000 per housing unit is not considered as a cost of general program administration but as a construction cost.)

Appeals Procedures

Applicants may meet with State staff to review their application and program scores any time after grant awards have been announced. When an applicant requests an appeal, the following procedures apply:

1. Appeals will be granted only on the basis of miscalculation of numerical factors.
2. Applicants must submit a written request for an appeal within ten working days after notice of denial is received.
3. The State will respond in writing to appeal requests within ten working days.

Complaint Procedures

Persons wishing to object to the approval of an application by the State may make such objection known to the Office of Community Development, Division of Administration. The State will consider objections made only on the following grounds:

1. The applicant's description of needs and objectives is plainly inconsistent with available facts and data;
2. The activities to be undertaken are plainly inappropriate in meeting the needs and objectives identified by the applicant; and
3. The application does not comply with the requirements set forth in the applicable yearly Consolidated Annual Action Plan or other applicable laws.

All complaints of this nature must be submitted to the Office of Community Development in writing. Such complaints must specifically identify the grounds upon which the complaint is being made. All objections must be supported by data to document the allegation.

IV. PROCUREMENT PROCEDURES FOR THE SELECTION OF ADMINISTRATIVE CONSULTING AND ENGINEERING/ARCHITECTURAL SERVICES

It is permissible for local governing bodies to use their own staff to administer the LCDBG Program. For those not choosing to do so, applicants will need to procure professional services, such as an administrative consultant or architect, to assist in the development of an application. 24 CFR 85.36 describes the standards you must meet in securing professional services. These regulations are included in this package. If an applicant will use local funds to pay for such services, then the LCDBG procurement procedures do **not** apply. In order to use LCDBG funds to pay for such services (including pre-agreement costs), the following requirements apply:

1. The local government's application must be funded;
2. The LCDBG procurement procedures must have been followed in the procurement of the engineering/architectural and/or administrative consulting firm; and
3. All tasks and corresponding costs must be identified in a written contract between the firms and the local governing body.

Failure to follow the LCDBG procurement procedures could result in disallowed costs.

Applicants for LCDBG funds shall procure their administrative consultant and engineering/architectural firms prior to the application preparation stage. Any procurement procedures undertaken prior to the first public hearing held in conjunction with the application development will **not** be accepted as being in compliance with LCDBG program requirements. Any steps taken prior to the first public hearing could result in disallowed costs. **No services other than administrative consulting, engineering, or architectural can be procured until after a grant has been awarded by the State.** Within the ceiling amounts, the State will allow applicants to request funds for the reimbursement of pre-agreement costs (application preparation fees). In order to be eligible for the reimbursement of these costs, the requirements listed above must be met. Only those local governing bodies that receive grant awards will be reimbursed for pre-agreement costs.

Again, the first public hearing must be held prior to initiating the procurement procedures. This will enable the local governing body to determine what professional services will be needed for the application.

Procurement Policy

24 CFR 85.36 describes the standards you must meet in securing contract services (i.e. professional, construction, and/or supplies). All local governing bodies that receive LCDBG funds must have a written and adopted procurement policy that contains all items required by 24 CFR 85.36 and the LCDBG Program.

The Grantee's procurement policy must address the following items.

1. A code of conduct that specifically prohibits elected officials, staff, or agents from personally benefiting from LCDBG procurement. The policy should prohibit the solicitation or acceptance of favors or gratuities from contractors or potential contractors. Sanctions or penalties for violations of the code of conduct by either Grantee officials, staff or agents, or by contractors or their agents must be identified [24 CFR 85.36 (b)(3)].
2. Proposed procurements should be reviewed by staff to avoid unnecessary and duplicative purchases and to insure costs are "reasonable" [24 CFR 85.36 (b)(4)].
3. Positive efforts must be made to hire minority firms, women's business enterprises, and labor surplus firms by the Grantee and the project's prime contractor [24 CFR 85.36 (e)].
4. The method of contracting outlined in the policy should be acceptable (fixed price, cost plus fixed fee, purchase orders, etc.). Cost plus a percentage of cost contracts must be specifically prohibited if LCDBG funds are involved [24 CFR 85.36 (f)(4)].
5. Procedures to handle and resolve disputes relating to procurement actions of the Grantee [24 CFR 85.36 (b)(12)].
6. All procurement transactions, regardless of dollar amount, must be conducted so as to provide "maximum open and free competition" [24 CFR 85.36 (c)]. Some of the situations considered to be restrictive of competition include but are not limited to:
 - a. Placing unreasonable requirements on firms in order for them to qualify to do business,
 - b. Requiring unnecessary experience and excessive bonding,
 - c. Noncompetitive pricing practices between firms or between affiliated companies,
 - d. Noncompetitive awards to consultants that are on retainer contracts,
 - e. Organizational conflicts of interest,
 - f. Specifying only a "brand name" product instead of allowing an "equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
 - g. Any arbitrary action in the procurement process.
7. Methods of procurement to be followed when purchasing materials and supplies or contracting for services [24 CFR 85.36 (d)]. The methods used to procure administrative consulting and/or engineering/architectural services are described below. The methods used when purchasing materials and supplies, procuring construction contractors, or contracting for professional services (other than administrative consulting and engineering/architectural services) will be discussed in detail in Section A of the LCDBG Grantee Handbooks.

Although it is not required that applicants adopt such a policy prior to the receipt of LCDBG funds, the procurement of administrative consulting and engineering/architectural firms must be in compliance with the State and Federal regulations governing the procurement of those professional services. However, if a local governing body wishes to adopt a procurement policy prior to grant award, then past procurement policies must be revised to reflect the

current requirements for procuring professional services. The most recent sample procurement policy provided by the Office of Community Development is shown on pages 76-81.

24 CFR 85.36 (e) states that local governing bodies shall take necessary affirmative steps to ensure that minority firms, women's business enterprises, and labor surplus firms are used when possible. Grantees should include a statement encouraging these businesses to participate when advertising for procurement purposes, as well as mail copies of the solicitations to known businesses that qualify.

Conflicts of interest in the award and/or administration of contracts must be avoided. Any firm that hopes to enter into a contract with a local governing body must take care to divorce itself from the procurement process if the firm proposes to compete with other firms. Failure to do so will result in a potential or apparent conflict of interest. Conflicts of interest may be governed by federal, state, or local law or ordinance, including the State's "Code of Governmental Ethics". Among those Federal regulations with which the applicant must comply are the conflict of interest requirements in 24 CFR 570.611. These regulations are shown on pages 50-4951.

Methods of Procurement

One of the following three methods must be employed when procuring administrative consulting and/or engineering/architectural services to be paid for with LCDBG funds.

1. **Small Purchase** – This method may be used to procure administrative consulting services costing less than \$100,000. Engineering/architectural services must be procured through competitive negotiation using "Qualification Statements." **The small purchase method cannot be used to procure engineering/architectural services.**

Small purchase is relatively simple whereby price or rate quotations are obtained (either by fax, telephone, or in writing) from a minimum of three sources. Three price or rate quotations must be obtained not just requested. A response of "not interested" from a source does not qualify as a price or rate quotation. It may be helpful to have a written scope of services in the event it is needed. The applicant must maintain documentation regarding the business contacted and the fee quoted for the services. Upon receiving the price quotations, the local governing body must maintain written documentation regarding the basis for selection.

2. **Competitive Negotiation** – This procedure must be followed when the professional fees to be charged exceed \$100,000, for procuring engineering/architectural services, or if the applicant chooses not to follow the small purchase procedure for procuring administrative consulting services. Competitive negotiation is initiated by requesting either qualification statements or proposals. **Proposals** must be requested for procuring administrative consulting services and **qualification statements** must be requested for procuring engineering/architectural services.

The local governing body must solicit either requests for proposals or requests for qualification statements by advertising in a newspaper in the nearest metropolitan statistical area (MSA). The advertisement should indicate that the local governing body is submitting an application for LCDBG funds and the specific type of professional services that are being procured. The advertisement should list the locations and times where a package outlining the scope of services to be provided, minimum requirements, selection criteria, etc., can be obtained. Also, the deadline for the submittal of the proposal or qualification statement should be included in the advertisement. A sample advertisement requesting proposals is shown on page 52. This advertisement may be revised for requesting qualification statements.

The local governing body may publish one advertisement that requests proposals for procurement of administrative services and requests qualification statements for procurement of engineering/architectural services. The local governing body may hire the same firm to perform both duties, but it cannot **require** that one firm provide both types of services.

To assure “proposals will be solicited from an adequate number of qualified sources” [24 CFR 85.36 (d)(3)(ii)], local governing bodies must mail copies of the request for proposals as it will appear in the newspaper to a minimum of three firms that provide administrative consulting services. This must be done in addition to the publication of the request in the newspaper.

The proposal or qualification statement package should include the following information:

- a. A cover letter from the local governing body signed by the chief elected official.
- b. A detailed scope of services identifying the services to be rendered.
- c. Name of contact person with the local governing body.
- d. Deadline date and location for submittal of proposal or qualification statement.
- e. Selection criteria and the corresponding point system that will be used to rate the proposals or qualification statements received. The selection criteria may not be changed once the package has been issued. A criterion **must** be identified as a tiebreaker when using an “all or none” point system. The State recommends that a tiebreaker be identified for all point systems although it is not required except for the instance previously identified.
- f. Statement that payment for all costs associated with the preparation of the application is contingent upon funding by the State. Statement that funds for the implementation of the project are contingent upon the award of LCDBG funds by the State. Statement that the amount of funds available for the contract will be subject to LCDBG restrictions and approval.

A sample package (without cover letter) of a request for proposals to procure administrative consulting services, and a sample package (without cover letter) of a request for qualification statements to procure engineering/architectural services is shown on pages 53-60.

Written results of the evaluations must be maintained as part of the documentation of the procurement process. If only one proposal/qualification statement is received, then it must be evaluated in accordance with the selection criteria in order to determine that the minimum requirements are met. The State recommends the applicant compose a committee (at least three members) of persons who have knowledge of the type of project for which funds are being requested. Those persons should have no potential conflicts of interest with any of the firms or individuals under review.

a. Request for Proposals – Administrative Consulting Services

The applicant must prepare a request for proposal that details the type of services that are needed and the selection criteria against which all responding proposals will be evaluated. Cost must be one of the selection criteria used to evaluate the proposals received and must be a **minimum of ten percent of the total possible points identified. Also, geographical preference may not be used as a selection criterion in accordance with federal regulations.**

There are two procedures that can be used to review responding proposals. The procedure that the applicant chooses to follow must be identified in the request for proposals. Neither the procedure nor the selection criteria can be changed once the proposal package has been issued. The two procedures are:

- i. Establish a predetermined competitive range of points for proposals that would be considered to qualify for the job. All firms whose proposals scored within that range would be invited to an oral interview and asked to submit a “best and final offer.” The proposals would be re-evaluated and the highest scoring firm would be chosen.
- ii. Evaluate the proposal according to the selection criteria and award the contract to the highest scoring firm.

Please be advised that including the experience and background of other firms when responding to a request for proposals under the LCDBG Program is not acceptable and will result in disallowed costs except when the following conditions are met:

- i. **There must be a written contractual relationship between the two firms that specify the services that will be provided by the subcontractor; and**
- ii. **The fees paid to the subcontractor must account for at least twenty-five percent of the total contract (excluding**

pre-agreement costs) between the prime firm and the local governing body.

b. Request for Qualification Statements – Engineering/architectural Services

Request for Qualification Statements must be used when selecting engineering/architectural services. A selection is made based on the competitors' qualifications, subject to negotiation of fair and reasonable compensation. **Cost cannot be an initial selection criterion. This method cannot be used to procure any services other than engineering/architectural services.** An engineering/architectural firm may be procured to perform administrative tasks, but the request for proposal procedure must be utilized to procure administrative services.

The qualification statements received must be evaluated by the selection criteria identified in the request for qualification statements package. Once the top ranked firm has been identified, the local governing body should negotiate costs with the firm.

3. Non-competitive Negotiation – This method may be used in situations that are declared emergency projects by the State's Office of Community Development or when utilizing a regional planning district or area-wide planning agency. Any services to be procured by this method must be approved in writing by the State prior to such procurement, with the exception of utilizing a regional planning district or area-wide planning agency for administrative services. It has been determined by the U. S. Department of Housing and Urban Development that it is permissible for local governing bodies to obtain administrative consulting services through "non-competitive negotiation" directly with a state or area-wide planning agency on a non-profit basis. The contract between the local governing body and the planning district or agency must provide for compensation on a "cost reimbursement" rather than a "fixed fee" basis.

Local governing bodies that choose to use a planning agency for administrative consulting services must maintain the following documentation:

- a. The rationale for the method of procurement used,
- b. The reasoning behind the selection of contract type, and
- c. A cost analysis to determine if the cost is reasonable (the cost and price detail form shown on page 57 should be used for this purpose). The planning district or agency must provide this information to the local governing body prior to the final negotiation of the contract in order for the local governing body to make the determination concerning cost reasonableness.

Preparation of Contract

The local governing body must perform some form of cost or price analysis in connection with every contract awarded with LCDBG funds. The cost/price detail summary form which

is shown on page 57 can be used for this purpose. Generally, administrative consulting contracts are cost reimbursement (cost plus fixed fee) contracts where the firm is paid on the basis of costs incurred, overhead, other direct costs, and a fixed fee. Basic engineering/architectural and design contracts should be lump sum contracts where the firm is paid on the basis of work completed. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

The State allows applicants to request funds for pre-agreement and administrative costs; the maximum amounts that can be requested are identified in the Consolidated Annual Action Plan available on the website. The local governing body **may** (but is not required to) retain up to five percent of the funds allowed for overall program administration to cover its costs of administering the LCDBG Program. Such expenses may include workshop expenses, travel, staff, legal fees, bonding fees, advertising fees, audit fees, and costs associated with Section 504 compliance. Prior to negotiating the administrative contract, you should determine the general local government expenses that can be expected as a result of administering the program and retain those funds accordingly.

Engineering/architectural fees and pre-agreement costs may also be requested within the ceiling amounts. The amount of funds that can be requested are identified in the appropriate Consolidated Annual Action Plan. If, after a project has been funded, the scope of the project changes significantly, the State will make a determination as to the actual amount that will be allowed for engineering/architectural costs. This determination will be made on a case-by-case basis.

The contract must identify the fees to be charged for each type of service. For example, the administrative consultant's contract must identify the pre-agreement costs separately from overall program administration costs. The engineer's or architect's contract must identify the individual charges for pre-agreement costs, basic services, inspections, surveying, testing, sanitary sewer evaluation survey, et cetera. The contract must identify a maximum amount to be paid for additional services such as testing and/or sanitary sewer evaluation survey; however, the State will only pay the actual invoice amount from the firm performing the corresponding service.

If the local governing body's application is not funded, the State will not be liable for any expenditures incurred by the local governing body. The procurement procedures undertaken for a particular LCDBG application cycle or funded program will not be considered as meeting the procurement requirements of any other application cycle or funded program. Following grant award, the State will advise the recipients of the amount of LCDBG funds that will be allowed for administrative consulting and/or engineering/architectural fees. Therefore, the amount of the contract to be payable with LCDBG funds between the local governing body and the administrative consulting firm and/or the engineering or architectural firm will be contingent upon the amount of funds which are awarded/allowed by the LCDBG Program. If the local governing body cannot or does not intend to supplement the LCDBG funds allowed for administrative and engineering/architectural fees, the selected firm must be made aware that the contracted amount for services to be rendered is subject to the availability of LCDBG funds.

If the local governing body is eligible and intends to submit two applications, the local governing body must decide if it wants to procure the same firms for both applications or to procure different firms for each application. If the same firms are hired for both applications, then it is recommended that separate contracts be prepared to correspond to each application; please keep in mind that neither of the applications may be funded or one or both of the applications may be funded.

The following stipulations must be included in administrative contracts: i) all of the services to be performed (including the submittal of close-out documents) will be completed within the thirty-six month period covered by the recipient's contract with the State, ii) ten percent of the overall program administrative contract amount will be retained by the local governing body until that body has received acceptance/approval of the closeout documents by the State, i.e., conditional closeout, iii) the contract conditions will be cleared within six months of the date of the “authorization to incur costs” letter that the OCD sends to the local governing body following the grant award, and iv) the separate amounts to be charged by the firm for application preparation and overall program administration.

A sample contract for administrative consulting services is shown beginning on page 61. While many engineering or architectural firms may choose to use the Standard Form of Agreement Between Owner and Engineer for Professional Services, or the Standard Form of Agreement Between Owner and Architect, others may use a different contract. Regardless of the contract being used, the terms and conditions shown as Part II of the sample contract shown on pages 67-75 for professional services must be made a part of the engineering/architectural contract if LCDBG funds are used to pay for these services.

The form of contract for engineering/architectural services should include adequate descriptions and explanations of the services that the engineer/architect is to provide (both basic and additional), the local governmental body’s responsibilities, times for rendering services, payments to engineer/architect, opinions of cost, general considerations, definitions, special provisions, payment schedules, and appropriate exhibits. Any standard engineering/architectural contract shall be modified to include LCDBG requirements. Requirements for the LCDBG program that must be addressed in the engineering/architectural contracts being paid for with LCDBG funds are:

1. The basis of payment to the engineer/architect cannot be cost plus a percentage of cost or a percentage of construction cost.
2. Payment is subject to the availability of LCDBG funds from the State. It is understood that the amount of funds available for engineering/architectural services is contingent upon the amount of LCDBG funds allowed by the State for engineering/architectural services. LCDBG funds will only be used for pre-agreement services and engineering/architectural services which are provided following the local governing body’s receipt of a grant award and an “Authorization to Incur Costs” letter from the State’s Office of Community Development. If the engineering/architectural firm plans to charge for application preparation, the fees for that task must be identified separately. If the local governing body does not receive LCDBG funding the engineering/architectural

firm will not be entitled to any compensation for any services rendered and the engineering/architectural contract should be terminated.

3. (Item 3 does not apply to the Physical Accessibility or Housing programs) Engineering/architectural plans and specifications must be completed within six months of the local governing body's receipt of an "Authorization to Incur Costs" letter. For projects which are not subject to approval by DHH (streets and fire stations), a set of final plans and specifications and a copy of the final cost estimate must be submitted to the Office of Community Development for review within the six month period. For projects which are subject to approval by DHH (sewer collection, sewage treatment, and potable/fire protection water systems), a set of plans and specifications shall be submitted to DHH for approval and a copy of the plans and specifications along with a copy of the final cost estimate shall be submitted to the Office of Community Development for review within the six month period. If, at the end of the six month calendar period, the plans, specifications, and cost estimate have not been submitted as specified above, \$250 per working day will be deducted from the amount of LCDBG funds payable to the engineer/architect for basic services. The State reserves the right to grant an extension where the reasons for not meeting the required time frame were clearly beyond the control of the engineer/architect.
4. (Item 4 does not apply to Physical Accessibility or Housing programs) The first advertisement to solicit bids for the construction contract must be published within thirty days of the "authorization to advertise for bids" given by the State for all public facilities projects. Failure to comply with this requirement will result in an assessment of \$250.00 per working day. The \$250 will be deducted from the amount of LCDBG funds payable to the engineer/architect for basic services. The State reserves the right to grant an extension where the reasons for not meeting the required time frame were clearly beyond the control of the engineer/architect.
5. The terms and conditions shown in the sample contract for professional services (Part II) must be revised to refer to the engineer/architect and must also be included as a part of the engineering/architectural contract.

It is *recommended* that the local governing body have its attorney review the contracts prior to execution.

Contractor Clearance

If a local governing body is successful in receiving a grant award, contractor clearance will have to be obtained from the Office of Community Development on all administrative consulting and engineering/architectural firms that have not provided services to grant recipients under the LCDBG Program within the previous five program years, regardless if local or LCDBG funds will be used to pay for the services. Such clearance must be obtained immediately following the grant award by the State and before any costs, other than pre-agreement costs, are incurred. Firms that have participated in the LCDBG Program within the previous five program years do not require contractor clearance. As an example, a firm that will provide services to a local governing body under the FY 2008 LCDBG Program must have provided services to a local governing body receiving a grant under the FY 2003, FY 2004, FY 2005, FY 2006, or FY 2007 LCDBG program years; if not, the contractor clearance must be requested from the Office of Community Development.

Summary of the Procurement Process

The following provides a brief chronological summary of the steps that are to be followed when procuring administrative consulting and engineering/architectural services.

1. The local governing body may or may not choose to prepare and adopt a written procurement policy pertaining to the procurement of professional services for the LCDBG Program prior to the submittal of the application. In either case, the procurement of the administrative consulting and engineering/architectural firms must be in accordance with the LCDBG Program procedures. If the local governing body is successful in having an application funded, LCDBG funds cannot be used to pay for services rendered under any administrative consulting or engineering/architectural contracts that were **not** procured in accordance with the LCDBG program requirements.
2. The local governing body must hold its public hearing for the purpose of receiving citizen input regarding the type of project for which funds will be applied.
3. After the local governing body has decided on a potential project, it must determine which type(s) of professional services will be needed - administrative consulting and/or engineering/architectural.
4. Procure the required professional services through small purchase, competitive negotiation, or non-competitive negotiation.
5. Prepare and enter into contract with the selected firms with the understanding that (a) **the State shall not be liable for any expenditures incurred by the local governing body if the local governing body is not funded under an LCDBG Program and** (b) the amount of LCDBG funds available to pay for the contracted services is subject to the availability and allowance determined by the State. The contract must identify the specific amounts being charged for the services rendered.
6. If the local governing body is successful in receiving a grant award, contractor clearance will have to be obtained from the State immediately following grant award for those firms that have not participated in the implementation of an LCDBG Program within the previous five program years. The State will not issue this clearance during the application stage.
7. Following the selection of the administrative consulting firm(s), the local governing body will prepare its application and publish a public notice advising the public of the project for which funds are being requested.

PROCUREMENT

TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 85--ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS--Table of Contents

Subpart C--Post-Award Requirements

Sec. 85.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for

bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

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

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and engineering/architectural services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial

quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

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

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will **cite** specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations

(29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]

570.611 Conflict of interest.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients, and by subrecipients (including those specified at § 570.204(c)), the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to § 570.203, § 570.204 or § 570.455).

(b) *Conflicts prohibited.* Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the UDAG program, the above-stated restriction shall apply to all activities that are a part of the UDAG project, and shall cover any financial interest or benefit during, or at any time after, the person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.

(d) *Exceptions: threshold requirements.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) of this section, HUD shall consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether an opportunity was provided for open competitive bidding or negotiation;

(3) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(4) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(5) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(6) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(7) Any other relevant considerations.

SAMPLE ADVERTISEMENT*
REQUEST FOR PROPOSALS FOR
ADMINISTRATIVE CONSULTING SERVICES

The _____ (City/Parish of) _____ is applying for a grant under the FY 20xx/20xx Louisiana Community Development Block Grant (LCDBG) Program for the purpose of (identify the specific type of project for which funds will be requested). The _____ (City/Parish) is interested in procuring the services of an administrative consulting firm to prepare the application package and to administer and implement the project if it is successful in being funded.

The procedures for the selection of this firm will be in accordance with the procurement requirements of the LCDBG Program. All responses received will be evaluated in accordance with the selection criteria and corresponding point system that is identified in the request for proposals package. That package also identifies the scope of services to be performed by the selected firm.

The _____ (City/Parish) will**

Interested parties are invited to secure a proposal package from _____ (name of person) _____ at _____ (address and telephone number) _____. The response to this request must be hand-delivered or mailed to the above named person at the above named address in such a manner that it is received no later than _____ (time) _____ on _____ (date) _____.

The _____ (City/Parish) is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to apply.

***This is a sample notice soliciting proposals for an administrative consulting firm. Each local governing body must prepare a request for proposals that is specific to its own needs. Refer to the sample request for qualifications for a similar, acceptable format. This notice may also be revised as a combined notice requesting qualification statements from engineering/architectural firms and requesting proposals from administrative consulting firms.**

****The local governing body must state one of the following: a) award the contract to the respondent obtaining the highest score in the evaluation process or b) conduct oral interviews with those firms receiving points within the range of _____ to _____ for the purpose of obtaining a "best and final offer"; following those interviews the proposals will be re-scored and the highest scoring firm will be selected.**

SAMPLE PACKAGE*
REQUEST FOR PROPOSALS FOR AN ADMINISTRATIVE CONSULTANT

(This is a sample only; each local governing body must prepare a request for proposals that are specific to its own needs.)

The Village of Sleepy Hollow is accepting proposals from consultants for management and administrative services required by the Village for the preparation of a Louisiana Community Development Block Grant (LCDBG) Program and subsequent administration/implementation of that program if funded by the State. The project for which funds will be requested consists of

PART ONE: MANAGEMENT AND ADMINISTRATION

The level and scope of services, if any, will be determined by the Village. A fixed sum contract on a cost reimbursement basis will be negotiated with the actual fees for services subject to approval by and funding from the State. Local funds will be used to pay for costs, if any, for applications that are not funded under the LCDBG Program. If the application is not funded by the State, no services beyond the application stage will be required. Therefore, neither the State nor the local governing body will be liable for any other expenditures under the contract. If the application is funded, LCDBG funds can be utilized for the payment of pre-agreement costs and overall program administration costs that are associated with the funded LCDBG program; such costs must be within the amounts allowed under the LCDBG Program. The scope of services that the consultant must be prepared and qualified to provide are as follows:

- a. Prepare the FY 20xx/20xx LCDBG Application. If a fee will be charged for the preparation of the application, then a separate cost must be identified for pre-agreement services.
- b. Prepare Environmental Review Record and submit all other items required to clear the contract conditions. All contract conditions must be cleared within six months of the Village's receipt of an "Authorization to Incur Costs" letter from the State.
- c. Prepare the Requests for Payment to ensure consistency with the procedures established for the LCDBG Program.
- d. Ensure that the community has an acceptable financial management system as it pertains to finances of the LCDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of accounting.
- e. Establish project files in the local governing body's office. These files must demonstrate compliance with all applicable State, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the community's files.

- f. With the assistance of the community, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, et cetera.
- g. Assist grant recipient in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, et cetera).
- h. Assist the engineer in the preparation of all bid documents and supervise the bidding process consistent with state and federal regulations.
- i. Secure the Secretary of Labor's wage decision from the State and include it in the bid documents. (Not normally applicable to Physical Accessibility or Housing programs.)
- j. Prepare construction contracts which comply with State and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, et cetera.
- k. Obtain contractor clearance(s) from the State.
- l. Check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with the appropriate payrolls. (Not normally applicable to Physical Accessibility or Housing programs)
- m. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- n. Make progress inspections and certify partial payment requests.
- o. Attend and assist the Village during the State's monitoring visit(s). Prepare Village's response to any monitoring findings.
- p. Assist in a final inspection of the project and assist the Village in the issuance of a final acceptance of work.
- q. Prepare the Section 504 self-evaluation and transition plan, if applicable.
- r. Prepare analysis of impediments to fair housing.
- s. Assist Village in meeting the State's financial reporting requirements.
- t. Prepare close-out documents.

PART TWO: PROPOSALS

Proposals will be considered by the Village at a meeting to be held at 7:30 p.m. on the 31st day of July, 20xx. In order to be considered, proposals must be received by the Village Clerk prior to 3:00 p.m. on the 31st day of July, 20xx. The Village reserves the right to reject any or all proposals. All proposals should be sealed and marked on the outside:

FY 20xx/20xx LCDBG APPLICATION
PREPARATION AND IMPLEMENTATION PROPOSAL
ADMINISTRATIVE CONSULTANT

All proposals will be scored and ranked with the highest rated firm being awarded a contract. If a competitive range and/or oral interviews will be held, the package must state that procedure.

The Proposal must include a brief history of the firm and a resume of each person in the firm who will be assigned to the project. The proposal must also include a list of local governing bodies for which the firm has been under contract with for LCDBG administration during the last four calendar years; this list will be used for reference purposes. All references must indicate excellent program performance.

Two copies of the proposal and the required supplemental information should be provided.

PART THREE: SELECTION CRITERIA***

All responses to the proposal will be evaluated according to the following criteria and corresponding point system. The proposals will be evaluated on the basis of written materials. Sufficient information must be included in the proposal to assure that the correct number of points is assigned. Incomplete or incorrect information may result in a lower score.

■ **REQUIRED PRICE CONSIDERATION****** ? pts.

The lowest priced proposal will receive the maximum points for price. Other, more expensive, proposals will receive reduced amounts of points awarded for price based on the following formula with rounding to the nearest tenth:

$$\frac{\text{Lowest Proposal}}{\text{More expensive proposal}} \times \text{Total Possible Price Points} = \text{Points allocated to a more expensive proposal}$$

*** **These are sample criteria only. Each local governing body must develop its own criteria and identify those along with the corresponding point system (including ranges) which will be used to evaluate the proposals received.**

**** **Price must be one of the criteria utilized in evaluating proposals and must be evaluated using a point system which allocates at least ten percent of the total possible points to price consideration.**

Cost and Price Detail

Name of Consultant		Date of Proposal	
Street Address		Federal ID Number	
City, State, Zip		Total Price \$	
<p>A. <u>Direct Labor</u> (specify personnel by name) Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.</p>			
	<u>Est. No. of Days</u>	<u>Daily Rate</u>	<u>Est. Cost</u>
1.			
2.			
3.			
4.			
5. <u>Total Direct Labor</u>			
B. <u>Overhead/Indirect Costs</u>	<u>Rate</u>	<u>Base</u>	<u>Est. Cost</u>
C. <u>Other Direct Costs</u>			<u>Est. Cost</u>
1. Transportation	___ # of on site visits		\$
2. Per Diem	___ # of days @ \$___/day		\$
3. Reproduction	___ # of pages @ \$___/page		\$
4. Other (specify)			\$
a.			\$
b.			\$
c.			\$
d.			\$
5. <u>Total Other Direct Costs</u>			\$
D. <u>Subcontracts</u>			
	<u>Name of Subcontractor(s)</u>	<u># of days of effort</u>	<u>Est. Cost</u>
1.			\$
2.			\$
3. <u>Total Subcontractor Cost</u>			\$
Total Estimated Costs (Line A5+B+C5+D3)			\$
Profit			\$
Total Price			\$

CERTIFICATIONS

Contractor

- A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months? ____ YES ____ NO

If yes, give name, address, and telephone number of the reviewing office:

- B. This summary conforms with the applicable cost principals.

- C. This proposal is submitted for use in connection with and in response to _____. This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.

Date of Execution

Signature and Title of Proposer

Grantee Reviewer

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.

Date of Execution

Signature and Title of Reviewer

Additional Reviewer, if needed

Date of Execution

Signature and Title of Reviewer

REQUEST FOR QUALIFICATION STATEMENTS
FOR ARCHITECTURAL SERVICES

SAMPLE PACKAGE This is a sample only. Each governing body must prepare a request for qualification statements package that is specific to its own needs. Refer to the sample request for proposals for administrative consultants for a similar, acceptable format.

The _____ (City/Parish) _____ is seeking assistance for architectural services needed to prepare the application for FY 20xx/20xx LCDBG funds and subsequent implementation of that program, if funded by the State. The type of project involved is _____

The _____ (City/Parish) _____ is soliciting qualification statements for architectural services to assist the _____ (City/Parish) _____ with design research and drafting of plans for this Physical Accessibility project in compliance with LCDBG Program requirements. The agreement will be on a lump sum, fixed price basis (or cost reimbursement "not to exceed" basis), with payment terms to be negotiated with the selected offerer. Reimbursement for services will be contingent on the _____ (City/Parish) _____ receiving funding from the State. Local funds will be used to pay for costs, if any, for applications that are not funded under the LCDBG Program. If the application is not funded by the State, then no services beyond the application stage will be required. Therefore, neither the State nor the local governing body will be liable for any other expenditures under the contract. The maximum amount of pre-agreement and program implementation architectural fees that can be paid for implementation with LCDBG funds will be determined by the State and may require adjustments in the proposed contract amount.

The services to be provided will include, but not be limited to:

1. On-site inspection(s) of housing units
2. Design research.
3. Drafting of plans for Physical Accessibility improvements to housing units that are identified as part of the project or the drafting of plans for various components of a project—such as wheel chair ramps and the design and placement of handicapped grab bars.

Respondents will be evaluated on the basis of the written materials submitted and according to the following factors: **

1. **Experience of the firm with this type of construction project during past five calendar years**

No previous experience	? pts
Under contract with 1-10 projects during past five calendar years (identify project)	? pts
Under contract with more than 10 projects during past five calendar years (identify grantee and type of project)	? pts

2. **Proximity of firm to local governing body*****

Less than 60 miles away	? pts
More than 60 miles away	? pts

3. **Length of time the firm has been in business**

Less than 5 years	? pts.
5 to 10 years	? pts.
Over 10 years	? pts.

4. **Previous experience with the City/Parish:**

Very satisfactory	? pts.
Satisfactory	? pts.
Unsatisfactory or no previous experience	? pts

** **The corresponding point system and breakdown of points must be specifically identified.**

*** **Geographic preference may be used as a selection factor for architectural services if adequate competition (two or more firms that are responsive and responsible) are located within the distances identified.**

In the event of a tie for the highest score, oral interviews will be held with those firms. As a result of those interviews, the City/Parish will determine which firm will be selected to enter into contract negotiation. Unsuccessful offerors will be notified as soon as possible.

Questions and responses should be directed to:

Mayor/Parish President
 City/Parish
 Post Office Box
 City, State, Zip

All responses must be received no later than _____ (date). Please state "FY 20xx/20xx LCDBG QUALIFICATIONS STATEMENT-ARCHITECTURAL SERVICES" on the outside of the package submitted.

SAMPLE *
CONTRACT FOR PROFESSIONAL SERVICES

Louisiana Community Development Block Grant Program

PART I -- AGREEMENT

This Agreement for professional services is by and between the VILLAGE OF SLEEPY HOLLOW, State of Louisiana (hereinafter called the "VILLAGE"), acting herein by Johnny Shiloh, Mayor, hereunto duly authorized, and Planners Incorporated, a corporation organized under the laws of the State of Louisiana (hereinafter called the "CONSULTANT"), acting herein by Oliver Catt, President, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the VILLAGE intends to apply for and hopefully receive funding under the FY 20xx/20xx Louisiana Community Development Block Grant (LCDBG) Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and, WHEREAS, the VILLAGE desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The VILLAGE hereby agrees to engage the CONSULTANT on a contingency basis, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

* **This is a sample only; each governing body must prepare a contract that is specific to its own needs.**

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the following services:

- a. With the assistance of the community, help conduct public hearings. This includes, but is not limited to, such things as assisting in public hearings, preparing public notices, et cetera.
- b. Prepare the FY 20xx/20xx LCDBG Application.
- c. Prepare the Environmental Review Record.
- d. Prepare the Requests for Payment to ensure consistency with the procedures established for the LCDBG Program.
- e. Ensure that the community has an acceptable financial management system as it pertains to finances of the LCDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal, cash control register, property register, and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- f. Establish project files in local government office. These files must demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the community's files.
- g. If applicable to the program, assist grant recipients in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, et cetera).
- h. Assist the architect in the preparation of all bid documents and supervise the bidding process consistent with State and Federal regulations.

- i. Prepare construction contracts which comply with State and Federal regulations.
Examples of the regulations may include, but are not limited to, Access to Records, Architectural Barriers, Flood Insurance, HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (if contract over \$10,000), Section 503, et cetera.
- k. Obtain clearance on all “prime” contractors from the State.
- l. Monitor construction to ensure compliance with equal opportunity and labor standard provisions.
- m. Make progress inspections and certify partial payment requests.
- n. Attend and assist the Village during the State's monitoring visit(s). Prepare Village's response to any monitoring findings.
- o. Assist Village in meeting the State's financial reporting requirements.
- p. Make a final inspection and issue a final certificate of payment.
- q. Prepare close out documents.

Services in each of the work areas shall be performed under and at the direction of the Mayor, or his designated representative.

3. Time of Performance

The services of the CONSULTANT shall commence on August 1, 20xx, and be provided on a per-day basis as requested by the Mayor or his designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. The CONSULTANT must take whatever steps are necessary to assure that the VILLAGE's contract conditions are cleared within six months of the date of the VILLAGE's "Authorization to Incur Costs" letter. If at the end of the six month calendar period, all contract conditions (with the exception of the preparation of engineering/architectural plans and

specifications) are not cleared, \$250 per working day will be deducted from the amount of administrative funds contracted to the CONSULTANT. The State reserves the right to grant an extension where the reasons for not meeting the required timeframe were clearly beyond the control of the CONSULTANT. In any event, all of the services required and performed hereunder shall not be completed until the VILLAGE has received notification of final close out from the State.

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the VILLAGE. No charge will be made to the CONSULTANT for such information, and the VILLAGE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

5. Compensation and Method of Payment

Payment under this contract is contingent upon the VILLAGE receiving approval from the State for funds under the FY 20xx/20xx LCDBG program. CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the State for pre-agreement and administrative costs under the provisions of the grant awarded to the VILLAGE.

CONSULTANT will not be entitled to any reimbursement for pre-agreement costs and program administration either from the VILLAGE or the State, if the VILLAGE does not receive a grant award and an authorization to incur costs from the State's Office of Community Development.

There will be no charge by the Consultant for pre-agreement services if the VILLAGE does not receive a grant award. If the Grant is awarded, reasonable pre-agreement costs as well as

program administration costs will be allowed under the LCDBG Program.

Upon the VILLAGE's receipt of an award of a grant and an authorization to incur costs letter from the State's Office of Community Development, the amount of compensation and reimbursement to be paid CONSULTANT under this contract for pre-agreement and program administration costs shall not exceed Thirty-Five Thousand and No/100 (\$35,000.00) Dollars. The VILLAGE shall retain ten percent (10%) of CONSULTANT's overall program administrative fees until the VILLAGE receives a letter of conditional close out from the State, whereupon this retainage shall be paid to CONSULTANT.

CONSULTANT will be compensated for travel in accordance with the State's Policy and Procedures Memorandum Number 49.

The CONSULTANT shall submit invoices to the Village for payment. These invoices shall summarize the number of person-days provided in performing assigned tasks, the tasks completed, and travel and per diem expenses incurred in the preceding month.

6. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the VILLAGE. The CONSULTANT may retain reproducible copies of drawings and other documents.

7. Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the LCDBG Program.

8. Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the VILLAGE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the VILLAGE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this

contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

9. Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" consisting of nine (9) pages, attached hereto and incorporated by reference herein.

10. Addresses of Notices and Communications

Johnny Shiloh, Mayor
Post Office Box 96
Sleepy Hollow, LA 70800

Oliver Catt, President
Planners, Inc.
500 Broadway
Baton Rouge, LA 70801

11. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

12. Authorization

This Agreement is authorized by Village Resolution _____, adopted _____, copies of which are attached hereto and made a part hereof.

ATTEST:

VILLAGE OF SLEEPY HOLLOW

By: _____
Johnny Shiloh, Mayor

Date _____

PLANNERS INCORPORATED

BY: _____
Oliver Catt, President

PART II -- TERMS AND CONDITIONS

1. Termination of Contract for Cause.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the VILLAGE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the VILLAGE, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the VILLAGE for damages sustained by the VILLAGE by virtue of any breach of the Contract by the CONSULTANT, and the VILLAGE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the VILLAGE from the CONSULTANT is determined.

This contract for pre-agreement (application preparation) services and overall program administration will be automatically terminated if the application(s) is not funded by the State's Office of Community Development. CONSULTANT will not be entitled to any reimbursement for pre-agreement costs and for program administration either from the VILLAGE or the State, if the VILLAGE does not receive a grant award and an authorization to incur costs from the State's Office of Community Development.

2. Termination for Convenience of the VILLAGE

The VILLAGE may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the Contract is terminated by the VILLAGE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for pre-agreement services and program administration will be automatically terminated if the application(s) is not funded by the State's Office of Community Development. CONSULTANT will not be entitled to any reimbursement for pre-agreement services and program administration either from the VILLAGE or the State, if the VILLAGE does not receive a grant award and an authorization to incur costs from the State's Office of Community Development.

3. Changes

The VILLAGE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the VILLAGE and the CONSULTANT, shall be incorporated in written amendments to this Contract.

4. Personnel

a. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

b. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the VILLAGE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the VILLAGE thereto: Provided, however, that claims for money by the CONSULTANT from the VILLAGE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the VILLAGE.

6. Reports and Information

The CONSULTANT, at such times and in such forms as the VILLAGE may require, shall furnish the VILLAGE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the VILLAGE to assure proper accounting for

all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the VILLAGE or any authorized representative, and will be retained for four years after the State has officially closed-out the LCDBG Program unless permission to destroy them is granted by the VILLAGE.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the VILLAGE.

9. Copyright

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the VILLAGE and all such rights shall belong to the VILLAGE, and the VILLAGE shall be sole and exclusive entity who may exercise such rights.

10. Compliance with Local Laws

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local government, and the CONSULTANT shall hold the VILLAGE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Civil Rights Act of 1964/Equal Employment Opportunity

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

During the performance of this Contract, the CONSULTANT agrees as follows:

a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the VILLAGE setting forth the provisions of this non-discrimination clause.

b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.

c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The CONSULTANT will furnish all information and reports required by

Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the VILLAGE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the VILLAGE may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the VILLAGE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

12. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

13. "Section 3" Compliance in the Provision of Training, Employment and Business

Opportunities.

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. Interest of Members of the VILLAGE

No member of the governing body of the VILLAGE and no other officer, employee, or agent of the VILLAGE who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

16. Interest of CONSULTANT and Employees

The CONSULTANT covenants that he presently has no interest and shall not acquire

interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

17. Access to Records

The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of four (4) years from the official date of close out of the grant by the State.

SAMPLE * PROCUREMENT POLICY

** This is a sample only. Each local governing body should revise the Policy to reflect its own specific needs/criteria.*

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the LCDBG Program. These guidelines meet the standards established in 24 C.F.R. 85.36 and State requirements.

CODE OF CONDUCT

No employee, officer, or agent of the _____ (City/Parish) shall participate in the selection or in the award or administration of a contract supported by LCDBG funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

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

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

PROCUREMENT PROCEDURES

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

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

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

SELECTION PROCEDURES

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

Pursuant to State law, all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerers shall be clearly stated.

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

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

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

METHODS OF PROCUREMENT

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

Small Purchase Procedures. Relatively simple, informal procurement procedures will be used where the purchase of materials, supplies, equipment, and/or other property will not cost in the aggregate more than \$20,000, and for construction with a cost of less than \$100,000, except where further limited by State law or LCDBG policy. The small purchase procedure can also be utilized to procure administrative consulting and other professional services costing less than \$100,000. The only exception to professional services is for architectural/engineering services that must be procured through competitive negotiation. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file.

Competitive Sealed Bids/Formal Advertising. Under this procedure bids are publicly advertised in accordance with the State's Public Bid Law. A firm fixed price contract (either lump sum or

unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used the following conditions shall be met.

1. The advertisement for bids shall be publicly advertised in accord with State law.
2. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
3. All bids shall be opened publicly at the time and place specified in the advertisement for bids.
4. A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
5. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the LCDBG Program.

Competitive Negotiation: Requests for Proposals/Qualification Statements This method may be used when formal advertising is not appropriate. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

1. Requests for proposals or qualification statements must be advertised in a newspaper in the nearest metropolitan area in accordance with the rules of the State's LCDBG Program. All submittals will be honored and entered into the competition.
2. The package for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements.
3. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This

shall also include a written statement that identifies the basis upon which the selection was made.

4. Contract award will be made to the responsible offerer whose submission is deemed most appropriate to the _____ with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerers shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.
5. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

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

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

The one exception to this method is that the non-competitive negotiation method may be used, without written authorization from the State, when an area-wide planning agency or regional planning and development district is utilized for administrative consulting services.

CONTRACT PRICING

Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used. _____ shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications. Costs or prices based on estimated costs for LCDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals. Cost reimbursement, fixed price, per diem contracts, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined. A cost reimbursement contract MUST clearly establish a

cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

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

A per diem contract expected to exceed \$10,000 will not be considered unless _____ has determined that a cost reimbursable or fixed price contract is not appropriate. Cost and profit included in the per diem rate MUST be specifically negotiated and shown separately in the proposal. The contract must clearly establish a ceiling price that may not be exceeded without formally amending the contract.

The _____ may use a multiplier type of compensation under either the cost reimbursement or fixed price contract. The multiplier and the portions of the multiplier applicable to overhead and profit must be specifically negotiated and separately identified in the contract.

PROCUREMENT RECORDS

The _____ shall maintain records sufficient to detail the history of the procurement. The records shall include the following contract provisions and conditions:

1. Contracts other than small purchase shall contain provisions that allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 shall provide for termination for cause and for convenience by the _____ including the manner in which it will be done and the basis for settlement.
3. All construction contracts and subcontracts in excess of \$10,000 shall include provisions which require compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
4. All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3). (Not normally applicable to Physical Accessibility or Housing programs)
5. All contracts or subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by DOL regulations (29 CFR Part 5). (Not normally applicable to Physical Accessibility or Housing programs)
6. All construction or repair contracts or subcontracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment or mechanics

or laborers, shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Not normally applicable to Physical Accessibility or Housing programs)

7. Each contract shall include a notice of State requirements and regulations pertaining to reporting and patent rights under any contract involving respect to any discovery or invention which arises or is developed in the course of or under such contract, and of the State requirements pertaining to copyrights and rights in data.
8. All negotiated contracts shall include a provision that makes it possible for the State, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the contractor/firm for a period of four years after the _____ formally closes out each LCDBG program.
9. All contracts, subcontracts, and subgrants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
10. Contracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
11. The _____ will be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the State.

CONTRACT ADMINISTRATION

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

**V. INFORMATION, APPLICATION FORMS AND INSTRUCTIONS
FOR PHYSICAL ACCESSIBILITY PROJECTS**

CHECKLIST FOR PHYSICAL ACCESSIBILITY APPLICATIONS

This checklist should not be included in the submitted application. This checklist is only provided for your information and use during the preparation of your application. All forms listed on this page are required for Physical Accessibility applications.

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LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT (LCDBG) PHYSICAL ACCESSIBILITY PROGRAM GENERAL DESCRIPTION FORM			1. Applicant Name	
2. Type of Application <u>Physical Accessibility</u>			3. Address	
4. Name of City Clerk or Parish Secretary			5. Applicant's Email Address	
6. Name and Phone Number of Administrative Consultant Preparing Application			7. Name and Phone number of Eng/Architectural Firm	
8. Administrative Consultant Email Address			9. Engineering/Architectural Firm Email Address	
10. Applicant's Fax Number			11. Parish	
12. National Objective Addressed: <input type="checkbox"/> Slum/Blight <input type="checkbox"/> Low/Moderate Income If Slum/Blight, please identify the following <input type="checkbox"/> Spot <input type="checkbox"/> Area			13. Total Amount of LCDBG Funds Requested \$	
14. Funds	Amount	Source of Funds	Fund Status	State Use Only
LCDBG	\$			
Local Funds	\$			
Private Funds	\$			
Other State	\$			
Federal Funds	\$			
Other Funds	\$			
TOTAL COST	\$			
15. Signature (Chief Elected Official)			16. Date	
17. Typed Name/Title			18. Telephone Number	

INSTRUCTIONS

General Description Form

- Item 1: Enter applicant name (municipality or parish).
- Item 2: This is a Physical Accessibility application.
- Item 3: Enter mailing address of applicant (P.O. Box or street address, name of city, and zip code plus four digits). (Note: For the four digit number, please contact your local post office).
- Item 4: Enter the name of the City Clerk or Parish Secretary.
- Item 5: Enter an Email address for the applicant. If the applicant does not have an Email address, enter “Not Applicable..”
- Item 6: Enter the name and phone number of the Administrative Consultant preparing the application. If the Consultant is self-employed, enter the individual’s name; otherwise, enter the name of the firm.
- Item 7: Enter the name and phone number of the engineering/architectural **firm** preparing the application. Enter the name of the firm, not the name of an individual. If there is no such firm enter “Not Applicable..”
- Item 8: Enter an Email address for the Administrative Consultant preparing the application. If the Administrative Consultant does not have an Email address, enter “Not Applicable..”
- Item 9: Enter an Email address for the Engineer/Architect preparing the application. If such a firm does not exist you may enter “Not Applicable..”
- Item 10: Enter applicant’s FAX number. If the applicant does not have a FAX number, enter “Not Applicable..”
- Item 11: Enter the Parish in which the applicant is located.
- Item 12: Identify the national objective addressed by the proposed activity by placing an “x” in the []. Mark only one national objective for the application.

Principal benefit to low/moderate income persons is an objective that will be addressed by an activity whose beneficiaries will be at least fifty-one percent low/moderate income.

In order to claim that the proposed activity meets the objective of elimination or prevention of slums and blight, the following must be included. An area must be delineated by the applicant that:

- (l) Meets the definition of slums and blight as defined in Act 570 of the 1970 Parish Redevelopment Act, Section Q-8 (See Appendix 2 of the FY 2006 Action Plan), and

- (2) Contains a substantial number of deteriorating or dilapidated buildings or improvements throughout the area delineated.

The applicant must describe in the application the area boundaries (map), the conditions (number of deteriorated or dilapidated buildings or improvements) of the area at the time of its designation, and how the proposed activity will eliminate the conditions that qualify the area as slum and blight. Attach a narrative containing the above specifics as well as a map identifying the slum/blight area. If the slum/blight area is different from the target area, include a separate map.

Item 13: Enter the total amount of LCDBG funds being requested.

Item 14: Identify all funds that will be used for completion of the project. Include funds requested through this application and any other funding sources to be utilized. List the amount of funds in each category and specific source of these funds. For example, "Local Funds" are any funds included in total project costs contributed by the unit of local government submitting the application. "Private Funds" are those from sources other than governmental entities such as private businesses, banks, etc. Any funds received through other state programs that are used for this specific project would be listed under "Other State Funds." Any federal funds, such as EPA, USDA Rural Development, etc., should be listed under "Federal Funds." Any other funds not previously identified to be used for the project should be listed under "Other" and the source specified. For each funding source, indicate the status of the funds, i.e., application being prepared, application submitted, preliminary approval, or final approval.

Item 15: The chief elected official must sign on line 15.

Item 16: Enter the date the application was signed by the chief elected official.

Item 17: Type or print the name and title of the chief elected official signing the application.

Item 18: Enter the applicant's telephone number.

LCDBG PROGRAM

SUPPLEMENTAL INFORMATION

APPLICANT NAME _____

1. Identify the name and telephone number of the State Senator(s) representing your jurisdiction. Also identify the district number for each.

<u>Name</u>	<u>Senate District #</u>
_____	_____
_____	_____
_____	_____

2. Identify the name and telephone number of the State Representative(s) representing your jurisdiction. Also identify the district number for each.

<u>Name</u>	<u>Representative District #</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Identify the U.S. Congressman representing your jurisdiction and congressional district number.

<u>Name</u>	<u>Congressional District #</u>
_____	_____
_____	_____
_____	_____

4. Target Area Zip Code + Four digits: _____

5. List the name of the target area(s) and Census data.

	<u>Census Tract / Block Group</u>
Name of target area _____	_____
Name of target area _____	_____

6. Applicant's fiscal year end date _____

INSTRUCTIONS

Supplemental Information

- Item 1: Enter the name, telephone number, and district number of each State Senator representing the local governing body for community-wide projects. If the project involves a target area(s), enter the names of only those State Senators representing the target area(s).
- Item 2: Enter the name, telephone number, and district number of each State Representative representing the local governing body for community-wide projects. If the project involves a target area(s), enter the names of only those State Representatives representing the target area(s).
- Item 3: Enter the name and district number of each Congressman representing the local governing body.
- Item 4: Enter the zip code + four digits for the project target area(s). (Note: If you are unsure of the four “plus” digits of your zip code, please contact your local post office.) Please refer to the following scenarios which best describe the location of your project area.
- The zip code + four digits of the city/town/village hall should be used for applicants whose project is community-wide.
 - For a project with multiple target areas, the zip code + four digits of the target area where the majority of the construction funds will be spent must be used.
- Item 5: Name or brief description of the target area(s). Indicate the census tract, block group. Our website provides a link to census data information. Go to:
www.state.la.us/cdbg/cdbg.htm
- Item 6: Enter the applicant’s fiscal year end date.

I. Costs by Activity (All funding sources)				
Activity (A)	LCDBG (B)	Other (C)	Total (D)	Source of Other Funds (E)
TOTAL				

II. Line Item Budget – LCDBG Funds Only		\$ Amount	For State Use Only
1. Rehabilitation			
2. Rehabilitation Administration (Construction Admin)			
3. General Program Administration (3a plus 3b)			
3a. Pre-agreement Costs	\$		
3b. General Administration Costs	\$		
4. Other LCDBG Approved Activity (specify as needed)			
Total LCDBG Line Item Budget Costs			

INSTRUCTIONS
Budget/Cost Summary

Enter Name of Applicant.

SECTION I. COSTS BY ACTIVITY FROM ALL SOURCES

Column A: List the name of each activity on a separate line. When listing administration as an activity in Section 1, the pre-agreement costs are included in General Program Administration and should not be listed separately.

Columns B,
C, D, & E: For each activity, complete the cost columns. Indicate all LCDBG money you are requesting in Column B. In column (C) list other funds you will use to accomplish the activity. Add together LCDBG (B) and Other (C) and record the result in Column D. In Column E, identify the sources of the funds listed in Column C.

SECTION II: LINE ITEM LCDBG BUDGET

Include LCDBG costs only in Section II, the LCDBG line item budget. In this section, the costs shown in the LCDBG column of Costs by Activity in Section I should be broken down by the type of cost.

Example for entries under Section II.

Section II, Item 1. Rehabilitation of 15 houses costing an estimated average of \$4,000 per house
(Enter \$60,000 for item 1—Rehabilitation)

Section II, Item 2. Construction Administration for 15 units at the maximum allowable of \$1,000 per unit
(Enter \$15,000 for item 2—Rehabilitation Administration)

Section II, Item 3 General Program Administration at \$22,500, which is the total of 3a plus 3b
(Enter \$22,500 for item 3—General Program Administration)

Section II, Item 3a. Pre-agreement Costs, which are a component of General Program Administration at the maximum allowable of \$2,500 per funded grant
(Enter \$2,500 for item 3a—Pre-agreement Costs)

Section II, Item 3b. General Administration costs which are a component of General Program Administration at the maximum allowable of \$20,000 per funded grant
(Enter \$20,000 for item 3b—General Program Administration)

The total LCDBG funding is \$97,500 in this example.

LCDBG PROGRAM TIME SCHEDULE						APPLICANT NAME:						
ACTIVITIES	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8	Quarter 9	Quarter 10	Quarter 11	Quarter 12
Rehabilitation Milestones a. b. c. d. e.												
Rehabilitation Admin Milestones a. b. c. d. e.												
General Progam Admin Milestones a. b. c. d. e.												
Other (specify) Milestones a. b. c. d. e.												
Total—Other Funds												
Total—LCDBG Funds												
This row—State Use Only												

INSTRUCTIONS

Program Schedule

The LCDBG program may have a duration period up to three years (twelve quarters). On this schedule, for each major activity, indicate when completion of major project milestones is expected.

The normal activities under the Physical Accessibility program are Rehabilitation, Rehabilitation Administration and General Program Administration.

The activity, General Program Administration, as indicated on the Budget/Cost Summary Form, will include pre-agreement costs and general administration.

Consider the activities and decide what major tasks must be accomplished to complete them. List these tasks as milestones under **each** activity. Then indicate by lines on the twelve quarter schedule showing when these tasks will occur. **For each activity also estimate projected expenditures by dollar amount for each quarter. The expenditures should reflect all funds (LCDBG and other) being used to complete the activity. Distinguish between the funds by source and amount. Identify other funds with the use of parentheses.**

The “Total—Other Funds” row allows space for a quarterly summary of the total amount of other funds utilized for all activities. The “Total—LCDBG Funds” row allows space for a quarterly summary of the total amount of LCDBG funds to be utilized for all activities.

When completing this form, identify **each** activity as it corresponds to the Budget/Cost Summary Form.

Note: Although pre-agreement costs will have been incurred prior to the award of a grant, identify those costs as administrative costs incurred in the first quarter.

Activity Beneficiary Form -- Physical Accessibility Program

1 Name of Applicant _____
 2 Application Type/FY _____
 3 _____

4 Describe Target Area _____
 5 Comments _____

6	Name of Activity	N/A	
7	Rows 7-29 are not applicable to PA programs	Persons	
8	Total--All Income Levels	N/A	
9	LMI % (See Instructions)	N/A	
10	Extremely Low Income	N/A	
11	Low Income	N/A	
12	Moderate Income	N/A	
13	Above Income	N/A	
14	American Indian or Alaskan Native	Total	N/A
		Hispanic	N/A
15	Asian	Total	N/A
		Hispanic	N/A
16	Black or African American	Total	N/A
		Hispanic	N/A
17	Native Hawaiian or Pacific Islander	Total	N/A
		Hispanic	N/A
18	White	Total	N/A
		Hispanic	N/A
19	American Indian and White	Total	N/A
		Hispanic	N/A
20	Asian and White	Total	N/A
		Hispanic	N/A
21	Black and White	Total	N/A
		Hispanic	N/A
22	American Indian and Black	Total	N/A
		Hispanic	N/A
23	Other Multi-racial	Total	N/A
		Hispanic	N/A
24	Total--All Racial Groups	Total	N/A
		Hispanic	N/A
25	Handicapped Persons	N/A	
26	Handicapped Head of HH	N/A	
27	Female-Headed Households	N/A	
28	Elderly-Occupied Households	N/A	
29	Total Occupied Households	N/A	

30	Rehabilitation Loans and Grants, Physical Access.			
31	Persons		Households	
	Owner	Renter	Owner	Renter
32				
33				
34				
35				
36				
37	Persons		Owner	Renter
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50	Handicapped Head of HH			
51	Fem. Headed O/R HH			
52	Elderly-Occupied HH			
53	Total HH			

INSTRUCTIONS

Activity Beneficiary Form(s) for the Physical Accessibility Program

Rehabilitation Activity, LMI Households This form must be completed for the Rehabilitation Loans and Grants activity. Rehabilitation Loans and Grants is the name of the HUD activity involving handicapped improvements made under the Physical Accessibility program. Do not enter beneficiary data for the General Program Administration activity or the Rehabilitation Administration activity.

The beneficiaries listed on the Activity Beneficiary Form are proposed. If the local government's application is funded, actual beneficiaries will be reported on a different form at the conclusion of the project. A household must be of LMI income status to be eligible for funding under the Physical Accessibility program. Only those beneficiaries who reside in housing units that are scheduled to be improved are to be reported as proposed beneficiaries. Other persons who reside in the target area but occupy housing units that will not be improved must not be reported as proposed beneficiaries.

Information Pertaining to Certain Row Numbers

- For Physical Accessibility programs the left panel of the Activity Beneficiary Form, comprised of rows 6 through 29 and marked "N/A," should not be completed. Instead, this information will be entered on rows 32-53.
- Do not complete row 33 of the right panel since the LMI percentage is always one hundred percent under the Physical Accessibility program.
- The racial category designations of beneficiaries in rows 14 through 24 in the left panel also pertain to beneficiaries in corresponding rows 38 through 48 of the right panel. For example, the "Asian" racial category of row 15 in the left panel should be utilized for row 39 in the right panel.
- The "Handicapped Persons" of row 25 in the left panel also applies to the left cell of row 49. The right cell of row 49 should be left blank.

100% Survey of LMI Proposed Beneficiary Households Local governments that apply for funding under the Physical Accessibility program are required to conduct a one hundred percent survey of households that are expected to receive improvements. For Physical Accessibility programs, the Activity Beneficiary Form is able to serve dual purposes—it can be used to tabulate beneficiaries as well as report beneficiaries. The separate step of filling out a Survey Tabulation form will not be necessary for Physical Accessibility programs.

Two Step Process There are two steps for completing an Activity Beneficiary Form for each target area.

- Complete the Individual Household Survey forms, as on pages 95-96, one for each home expected to receive accessibility improvements.
- Prepare the Activity Beneficiary Form(s) from data listed on the Individual Household Survey forms.

Data for One, Two, and Combined Target Areas If there is only one target area then only one Activity Beneficiary Form is required and will have been completed if the above steps have been properly executed. At the top right of the Activity Beneficiary Form by Item 4, the "Target Area," enter "1." If there are two target areas, prepare an Activity Beneficiary Form for each target area.

If there are two target areas, a third step involving a "Combined" Activity Beneficiary Form must be completed. At the top right of an Activity Beneficiary Form by Item 4, the "Target Area," enter the word

“Combined.” Then a Combined Activity Beneficiary Form must be completed based on the sum of beneficiaries from Activity Beneficiary Forms for each target area.

- In order to complete a Combined Activity Beneficiary Form, sum the number of persons/households from the Activity Beneficiary Forms from each target area and list the sum on the appropriate rows of the Combined Activity Beneficiary Form. If there are two target areas the Physical Accessibility application package should contain three Activity Beneficiary Forms: one for target area one, one for target area two and one for the combined target area.

Definitions The following definitions must be used when completing this form as well as the Individual Household Survey form:

- Household – a dwelling unit and all persons who reside therein. The occupants may be a single family, one person living alone, unrelated individuals, two families, etc.
- Family – all persons living in the same household who are related by blood or contract (birth, marriage, adoption). In some instances, two families could reside in one household. Therefore, a household could involve one or more families.
- Low/Moderate Income – persons, families, or households whose combined annual income does not exceed eighty percent of the parish median income.
- Moderate Income – persons, families, or households whose combined annual income exceeds fifty percent but does not exceed eighty percent of the parish median income.
- Low Income – persons, families, or households whose combined annual income exceeds thirty percent but does not exceed fifty percent of the parish median income.
- Extremely Low Income – persons, families, or households whose combined annual income does not exceed thirty percent of the parish median income.
- Elderly – persons or head of family aged 62 or above.
- Handicapped – persons or head of family receiving disability payments or having an obvious handicap.
- American Indian or Alaskan Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- Black or African American – A person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. Hispanic or Latino is not considered a race but, rather, an ethnicity. Those who identify as being of Hispanic or Latino ethnicity within a race make up a subset of the particular race. Therefore if there are 100 white persons with 20 of those same persons identifying as being of Hispanic ethnicity, then there are only 100 total persons—not 120.

6. Below is a list of common items and problems relevant to each item. Check condition of each item as Good, Fair, or Poor.

	<u>Good</u>	<u>Fair</u>	<u>Poor</u>
a. Roof (leaking, sagging, buckling, etc.)	_____	_____	_____
b. Ceiling (holes, stains, etc.)	_____	_____	_____
c. Interior Walls (holes, cracks, structural weakness, etc.)	_____	_____	_____
d. Flooring and foundation (holes, structural weakness)	_____	_____	_____
e. Plumbing (Leaking, malfunctioning, etc.)	_____	_____	_____
f. Electrical (Malfunctioning, worn out, etc.)	_____	_____	_____
g. Heating and Air Conditioning	_____	_____	_____
h. Exterior Walls (Paint peeling, broken windows, etc.)	_____	_____	_____
i. Other (specify) _____	_____	_____	_____

7. Please make the following determinations regarding the condition of this house. The information gathered in item 5 may be used as a basis for the determinations.

- a. This house is deemed structurally sound enough to benefit from proposed improvements for the expected life of the improvements: ___yes ___no
- b. This house could be brought up to Section 8 standards without conflicting with the 75% rule: ___ yes ___no

8. If the property is owned by a landlord and occupied by a household with an elderly person or disabled/handicapped adult, is the landlord/owner in agreement with paying for 50% of the costs of construction as described beginning on page 12? _____ yes _____no (The contract, to be prepared and executed at a future date, must state the cost sharing provisions)

If the property is owned by a landlord, is the landlord in agreement to making this rental property affordable as described on page 12, for a period of five years? _____ yes _____no (The contract, to be prepared and executed at a future date, must also state the affordability provision)

9. Individual Unit Description and Cost Estimate: Describe below, in a narrative or tabular listing, feasible Physical Accessibility improvements—and estimated costs—for improvements to the housing unit located at the address/map key identified on this form.

INSTRUCTIONS

Individual Household Survey Form for Physical Accessibility Projects

A separate Individual Household Survey Form must be completed and made a part of the application for every residence expected to have accessibility improvements at the time of the application preparation. A field map of the target area(s) must be submitted as well. The “Housing Unit #” at the top of the survey form refers to the number assigned to this home.

- Item 1: Mark the space that corresponds with the type of structure of the home.
- Item 2: Enter the number of persons living in the home and the appropriate number for each racial category. Of the number in the “Total” column, enter the number of persons that are of Hispanic or Latino ethnicity in the “Hispanic/Latino” column. Remember, “Hispanic/Latino will be considered a subset of the persons listed in the “Total.”

Example: If there are six white persons in the home and three of those persons consider themselves to be of Hispanic ethnicity, you would enter six under the total white persons and three under Hispanic/Latino.

- Item 2e: Enter the number of handicapped or disabled persons per household under the proper estimated duration of the need for accessibility improvements. Those with a terminal illness may specify “more than five years.” If the duration of the need for handicapped improvements is less than two years then the household does not qualify for accessibility improvements.
- Item 2f will be completed based on the (completed) Income Limits table on page 98. This table, as completed by the local government, should be provided to the occupant of the house during the household survey visit.
- Item 3: Mark the selection that applies to the persons living in the home. Usufruct refers to the right to use property often after one spouse had deceased.
- Item 3a: Enter the year the home was constructed. If uncertain, enter an estimated date and indicate uncertainty with a question mark.
- Item 3b: Enter the year ownership of the home was obtained or when tenancy began.
- Item 3c: The homeowner or tenant must sign and date this form.
- Item 4: Enter the name of the person conducting the survey and the date the survey was conducted.
- Item 5: The local government submitting the owner-occupied applications for rehabilitation must verify items 2f, 3a and 3b. The individual who verifies this information must sign and date this form. Documentation verifying 2f, 3a and 3b must be attached to this form and made a part of this application.
- Item 6: The condition of Good, Fair, or Poor may be a judgment call by the local government and does not have to be based on a professional evaluation.
- Item 7: The Structural Soundness Test is discussed on page 12. The 75% Rule is also discussed on page 12. Please read the discussions and mark the appropriate “yes” or “no” for items 6a and 6b.
- Item 8: To be completed only if the home is owned by a landlord and occupied by an eligible household.
- Item 9: Items listed as part of the individual unit description will be reviewed for eligibility. Use an additional page if necessary.

INCOME LIMITS (Income by Household Chart)
HOUSEHOLD SURVEY FOR PHYSICAL ACCESSIBILITY PROJECTS

Choose the income category below that corresponds to the total annual household income per household size.

CATEGORY	HOUSEHOLD SIZE									
	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons	9 or more persons*	
Extremely Low Income	\$ - 0 - to \$ _____	\$ - 0 - to \$ _____	\$ - 0 - to \$ _____	\$ - 0 - to \$ _____	\$ - 0 - to \$ _____	\$ - 0 - to \$ _____	\$ - 0 - to \$ _____	\$ - 0 - to \$ _____	\$ - 0 - to \$ _____	Number Of Persons _____ Annual Household Income \$ _____
Low Income	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	
Moderate Income	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	\$ _____ to \$ _____	
Non Low Mod Income	Over \$ _____	Over \$ _____	Over \$ _____	Over \$ _____	Over \$ _____	Over \$ _____	Over \$ _____	Over \$ _____	Over \$ _____	

* For households with 9 or more persons, enter the number of persons in the household and the annual household income figure and later contact the Housing Program Manager, Office of Community Development, at 225/342-7412.

A copy of this chart with the income figures inserted that is used to conduct the actual surveys must be submitted with the application.

EXAMPLE

INCOME LIMITS - ACADIA PARISH

CATEGORY	Household Size								
	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons	9 or more persons*
Extremely Low Income	\$ <u>- 0 -</u> to \$ <u>9,900</u>	\$ <u>- 0 -</u> to \$ <u>11,350</u>	\$ <u>- 0 -</u> to \$ <u>12,750</u>	\$ <u>- 0 -</u> to \$ <u>14,150</u>	\$ <u>- 0 -</u> to \$ <u>15,300</u>	\$ <u>- 0 -</u> to \$ <u>16,450</u>	\$ <u>- 0 -</u> to \$ <u>17,550</u>	\$ <u>- 0 -</u> to \$ <u>18,700</u>	Number Of Persons
Low Income	\$ <u>9,901</u> to \$ <u>16,500</u>	\$ <u>11,351</u> to \$ <u>18,900</u>	\$ <u>12,751</u> to \$ <u>21,250</u>	\$ <u>14,151</u> to \$ <u>23,600</u>	\$ <u>15,301</u> to \$ <u>25,500</u>	\$ <u>16,451</u> to \$ <u>27,400</u>	\$ <u>17,551</u> to \$ <u>29,250</u>	\$ <u>18,701</u> to \$ <u>31,150</u>	
Moderate Income	\$ <u>16,501</u> to \$ <u>26,450</u>	\$ <u>18,901</u> to \$ <u>30,200</u>	\$ <u>21,251</u> to \$ <u>34,000</u>	\$ <u>23,601</u> to \$ <u>37,750</u>	\$ <u>25,501</u> to \$ <u>40,800</u>	\$ <u>27,401</u> to \$ <u>43,800</u>	\$ <u>29,251</u> to \$ <u>46,800</u>	\$ <u>31,151</u> to \$ <u>49,850</u>	Annual Household Income
Non Low Mod Income	Over \$ <u>26,450</u>	Over \$ <u>30,200</u>	Over \$ <u>34,000</u>	Over \$ <u>37,750</u>	Over \$ <u>40,800</u>	Over \$ <u>43,800</u>	Over \$ <u>46,800</u>	Over \$ <u>49,850</u>	

INSTRUCTIONS

Income Limits (Income by Household Chart)

HUD's data used to determine income status undergoes change from application cycle to application cycle. Since this application package is designed to cover multiple application cycles, the data needed to prepare the Income by Household Chart for only the current cycle is not included in the Physical Accessibility application package. However, HUD's Income Limits by designated Parish and household size may be obtained from any of the following sources:

- The Public Facilities application package, Chapter Six, Survey Information.
- The Consolidated Annual Action Plan for the first program year in the two year funding cycle, Appendix 3, available on the OCD website.
- HUD's website at www.hud.gov. In the search box type "Income Limits."

Take care to choose the proper funding year designation for income limits. Applications are normally prepared in odd-numbered years for the forthcoming two-year cycle that begins with an even-numbered year. The year in which applications are normally prepared is the proper choice for the Income Limit data. For example, the FY 2007 income limits in the FY 2008 Consolidated Annual Action Plan would be utilized for the FY 2008/2009 application cycle. Note: The Physical Accessibility program follows the same two-year cycle and uses the same income limits as the Public Facilities and Housing programs.

Based on the income limit data, complete the chart for a project located in your parish. Refer to the completed chart on the previous page for Acadia Parish as an example. A copy of the completed chart identifying the income limits for each household size and income category that is actually used to conduct the Individual Household Survey must be submitted with the application package.

When interviewing the occupant of a home in order to complete the Individual Household Survey Form, use the completed "Income Categories" chart as a basis for determining income status.

MAPS

A map or maps that delineate the following items for the target area(s) must be included in the application package:

- Census tracts and/or block groups by number.
- Locations of concentrations of LMI households.
- Location of concentrations of minorities.
- Target area boundaries.

Physical Accessibility applications may have up to two target areas. In delineating the target areas, it must be kept in mind that the boundaries must be compatible with visually recognized boundaries such as streets, streams, corporate boundary limits, etc. Gerrymandering is unacceptable. Target areas must remain as originally chosen and may not be expanded after applications are funded.

Project Description

LCDBG Physical Accessibility Program—Applicant Name _____

1. Number of Housing Units to receive improvements:

2. General Description of the scheduled improvements:

3. Description of Target Area(s):

4. Other Information:

Instructions—Project Description

The information needed in the Project Description should fit on one single spaced page; however, use more than one page if necessary.

1. Indicate the number of housing units that are scheduled for improvement as part of the original application.
2. Describe intended improvements in a general way. Another form, the Cost Estimate, on the following page, will give specific details for each home.
3. Identify either one or two target areas. The description must match the boundaries on the project map.
4. Include other discretionary information, if any, which adds understanding of the scope of the project.

Cost Estimate—Physical Accessibility Applicant Name: _____

Section A: Construction Funds

Identification of Each Home	Estimated LCDBG Construction Cost	LCDBG Rehabilitation Administration Cost	Non-LCDBG Construction Costs	Total Construction Costs per Home
1.	\$	\$	\$	\$
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
Etc.				

Estimated Total Construction Cost (Both LCDBG funds and Other Funds) \$

Section B: General Admin and other non-construction funds (Both LCDBG and Other Funds)

General Administration Costs (not including pre-agreement)—LCDBG \$	\$
Pre-agreement Costs	\$
Other non-construction funds	\$

Section C: Total Project Cost, LCDBG Funds and Other Funds, Construction and Non-construction Costs

Total Project Cost	\$
--------------------	----

Section D: Description of the Source and Purpose of any above listed “Other Funds”

Narrative regarding Other Funds:

Prepared by _____ Date _____

Instructions—Cost Estimate

Section A: “Individual Household Survey Forms” as on pages 95 and 96, will serve as a basis from which to draw information to complete the Cost Estimate. Only those housing units which initially seem to be eligible and whose occupants have indicated a likelihood of participating in the program should be listed in the Cost Estimate.

- Identification of each home: Enter the homeowner’s name and the map key number.
- Estimated LCDBG Construction Cost: Enter estimated construction costs anticipated for each home to be paid for with LCDBG funds.
- LCDBG Rehabilitation Administration Cost: Enter up to \$1,000 per home to cover work write-up costs, inspection, and other administrative costs directly related to construction.
- Non-LCDBG Construction Funds: Enter any funding from the local government and owner/landlords, if any, who are required to pay 50% of construction expenses.
- Total Construction Costs Per Home: Enter all construction costs, both LCDBG and non-LCDBG costs.

Example monetary listing for a home belonging to a Landlord:

LCDBG—Constr. 4000, LCDBG—Rehab Admin 1000, Non-LCDBG Constr. 5000,
Tot 10,000

Section B: Enter LCDBG funds for General Administration, no more than \$20,000. Enter pre-agreement cost of no more than \$2,500. Also enter any other non-construction funds that were not listed in Section A. Note: Do not enter Rehabilitation Administration (also called construction administration) in Section B. It should be listed under Section A since it is considered a cost of construction.

Section C: Enter total project costs from all sources, whether for construction or for non-construction.

Section D: State, in a narrative or tabular listing, the source and purpose of any other funds listed in the previous sections of this form.

If any landlord is required to cost-share 50% of the construction costs indicate if the landlord has approved or indicated a favorable disposition toward cost-sharing. (A formal contract stating the obligations of all parties will be executed at a future date, contingent on grant funding) Use an additional page if necessary.

Indicate who prepared the Cost Estimate. Enter the Date on which the Cost Estimate was completed.

COST EFFECTIVENESS

1. What is the total of LCDBG funds requested for construction, including construction administration but not including general administration or pre-agreement costs?

\$ _____

2. What is the total number of disabled beneficiaries expected to receive accessibility improvements?

_____ Total Beneficiaries

3. What is the cost per person? Item 1 divided by Item 2 is \$ _____ per person.

PROGRAM IMPACT

Enter the number of persons with a handicap or disability based on estimated duration:

Person(s) whose handicap or disability is estimated to be for more than five years _____

Person(s) whose handicap or disability is estimated to be at least two but less than five years _____

Person(s) whose handicap or disability is estimated to be less than two years _____

INVOLVEMENT OF AUXILIARY ENTITIES

1. Will other agencies or organizations assist with provision of material and/or construction labor?

Yes [____] No [____]

2. If yes, provide a brief description of the assistance that will be provided and insert documentation of such behind this form.

Instructions: Cost Effectiveness

Item 1: Enter LCDBG construction funds. Construction administration funds, up to \$1,000 per home, should also be included. However, General Administration funds, local funds, and landlord cost-sharing funds should not be included.

Item 2: Enter the number of disabled persons who reside in housing units scheduled for improvement. Get this information from the Individual Household Survey Form—not from the Activity Beneficiary Form. Although disabled persons and non-disabled family members are listed as beneficiaries on the Activity Beneficiary Form, the calculation for Cost Effectiveness will be made based only on the number of disabled persons.

Item 3: LCDBG costs divided by the number of disabled beneficiaries equals the LCDBG cost per disabled beneficiary.

Instructions: Program Impact

Program Impact is a measure of the duration of a handicap or disability from handicapped or disabled persons residing in households that are eligible to be considered for accessibility improvements.

The starting point for the duration period of the handicap or disability is considered the date the Individual Household Survey form is completed—not the date of a past accident, injury, or onset of illness. A physician's statement or other medical documentation may be relied on to determine the expected duration of the conditions; however, other sources such as verification by the head of household and/or observations of the handicapped conditions by the interviewer are acceptable.

Use the information provided on the Individual Household Survey form, Question 2-e which provides the number of persons and the estimated duration of the need for accessibility improvements. Assume that the time period for which accessibility improvements are estimated to be needed coincides with the estimate of the duration of the handicapped or disabled condition(s).

Enter the number of persons by estimated duration of handicap or disability.

Instructions: Involvement of Auxiliary Entities

Item 1: Mark the appropriate box. If other volunteer and civic agencies or organizations, such as Habitat for Humanity, will assist with material and/or construction labor in the project mark the "Yes" box. If not, mark the "No" box. Note: Administrative assistance alone does not qualify.

Item 2: If the "Yes" box is marked, include a brief description of that assistance. Additionally, specific documentation of that assistance must be included. Such documentation must be on the letterhead of the agency or organization providing the assistance and must identify the specific assistance to be provided.

RENEWAL COMMUNITY

1. Is the target area(s) within the boundaries of a federally designated renewal community?

Yes [_____] No [_____]

2. If yes, a map identifying the boundaries of the renewal community area and the location of the target area must be included behind this form. The map should also identify the name of the renewal community.

PRE-AGREEMENT AND ADMINISTRATIVE COSTS CERTIFICATION

I certify that our local governing body will pay all of the pre-agreement and administrative costs associated with the implementation of this LCDBG program; such costs will include, but not be limited to application preparation fees, audit fees, advertising and publication fees, local staff time, workshop expenses, and/or administrative consultant fees. I have marked the following box which indicates who will be responsible for administering the LCDBG program. The documentation to support this is included in this application in accordance with the instructions.

_____ The local governing body will utilize an administrative consultant to administer the LCDBG Program. Attached is a copy of the required resolution by the local governing body.

The proposed consultant is _____.

_____ The local governing body will utilize its own staff for the purpose of administering the LCDBG Program. Attached are a resolution and a sheet containing the required documentation requested in the instructions.

Signature of Chief Elected Official

Date

Instructions: Target area(s) Within Boundaries of a Federally Designated Renewal Community

1. If the target area(s) is located within the boundaries of a federally designated Renewal Community, then mark the “Yes” box. The entire target area(s) must be located within the boundaries of the federally designated area in order for the applicant to receive this point.
2. Provide a map identifying the following:
 - Name of the Renewal Community
 - Boundaries of the Renewal Community
 - Location of target area(s)

Instructions: Pre-agreement and Administrative Costs Certification

This form must be completed by those applicants that will pay all of the pre-agreement and administrative costs associated with the implementation of the LCDBG Program. Such administrative costs may include, but not be limited to, application preparation fees, audit fees, advertising and publication fees, local staff time, workshop expenses, administrative consultant fees, etc. **If the applicant is requesting LCDBG funds for pre-agreement and/or administrative costs, this form should not be completed and signed; points will not be assigned if any LCDBG funds are requested for pre-agreement and/or administrative costs.**

An applicant may intend to utilize the services of an administrative consultant, to utilize local staff, or to utilize both. The certification must identify which circumstances apply by marking one or both boxes.

If the applicant plans to utilize the services of an administrative consultant, local funds must be pledged and allocated for such services. To substantiate that the local governing body will pay the administrative costs associated with the LCDBG Program, this form must be completed and signed by the chief elected official. A copy of the resolution passed by the local governing body identifying the administrative consultant hired and the proposed amount of the contract must be included in the application. That resolution should also state that local funds will be used to pay the pre-agreement costs, administrative consultant fees and any other administrative costs incurred by the local governing body.

If the local governing body maintains full-time permanent staff for the sole or partial purpose of administering LCDBG or other federal programs, such staff must have proved its capacity to administer LCDBG or other federal programs through previous program administration. To substantiate that the local governing body will pay the pre-agreement and administrative costs associated with the LCDBG Program, this form must be completed and signed by the chief elected official. A sheet should be attached that identifies the staff person(s) who will be responsible for program administration, their job title or position, and a brief listing of their previous experience in administering LCDBG or other federal programs. A copy of the resolution passed by the local governing body stating that local funds will be used to pay all pre-agreement and administrative costs must be included in the application.

In order to receive the points associated with this factor, the form must be completed and signed by the chief elected official and the corresponding documentation must be included in the application. **The applicant will not receive these points if the required information is not included.**

The following requirement will apply to those applicants that receive points for paying pre-agreement and administrative costs and are successful in receiving a grant. If such grantees have an under-run in their project costs, the grantee will not be allowed to re-budget those monies for the purpose of reimbursing the local governing body for any pre-agreement and administrative costs.

PROOFS OF PUBLICATION

Instructions: Proofs of Publication

A copy of the two public notices and proofs of publication must be included in the application package. An affidavit for each publication or a “cutout” of the actual ad(s) is sufficient proof. The required content of these notices is explained in the Citizen Participation Requirements, beginning on page 17.

Instructions: Statement of Assurances

Include the executed Statement of Assurances, located on the following pages, as part of the LCDBG application.

LOUISIANA CDBG PROGRAM
STATEMENT OF ASSURANCES

This applicant hereby assures and certifies that:

1. It possesses legal authority to apply for the grant and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has facilitated citizen participation by:
 - a. Providing adequate notices that provide the information specified in the Application Package.
 - b. Holding a hearing to obtain citizens' views on housing and community development needs and to provide citizens with the information specified in the Application Package.
4. It has adopted a detailed written citizen participation plan that:
 - a. Provides for and encourages citizen participation,
 - b. Provides citizens with reasonable and timely access to local meetings, information, and records,
 - c. Provides for technical assistance,
 - d. Provides for public hearings
 - e. Provides for timely responses to written complaints and grievances, and
 - f. Accommodates the needs of non-English speaking residents and persons with disabilities in public hearings.
5. Its chief executive officer or other officer of applicant approved by the State:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to the Louisiana Community Development Block Grant Program; and
 - b. Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.
6. The community development program has been developed so as to give maximum feasible priority to activities that will benefit low and moderate income families or aid in the prevention or elimination of slums or blight.

7. It will comply with the regulations, policies, guidelines, requirements of OMB Circulars Numbers A-87, A-102, as amended and made part of the State regulations, A-133, revised, and 24 CFR 85.36, as they relate to the application, acceptance, and use of federal funds under this part.
8. It will administer and enforce the labor standards requirements set forth in 24 CFR 570.603 and regulations issued to implement such requirements.
9. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement water pollution.
10. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this part to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped,” Number A-117.1-R 1971, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
11. It will comply with:
 - a. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-252) as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - b. Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 - c. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this Part. Section 109 further prohibits discrimination to an otherwise qualified individual with handicap as provided under Section 504 of the Rehabilitation

Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975.

- d. Executive Order 11063 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
 - e. Executive Order 11246, and the regulations issued pursuant thereto and Section 4(b) of the Grant Agreement, which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
12. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.
13. It will:
- a. To the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42.
14. It will:
- a. Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 24 CFR 570.606;
 - b. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
 - c. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and

individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income.

- d. It will follow a residential antidisplacement and relocation assistance plan and it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under Section 570.606(a) and HUD implementing regulations at 24 CFR Part 42; the requirements in Section 570.606(b) governing the residential antidisplacement and relocation assistance plan under Section 104(d) of the Housing and Community Development Act of 1974; the relocation requirements of Section 505.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 505.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.
15. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 16. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
 17. It will give the State and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
 18. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 19. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat.975, approved December 31, 1973 Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
 20. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C.470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et.seq.) by:
 - a. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse affects (see 36 CFR Part 800.8) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

21. It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with OMB Circular A-102, revised as it existed prior to its publication in revised form in the March 11, 1988 Federal Register, Vol. 53, No. 48.
22. It will minimize displacement of persons as a result of activities assisted with such LCDBG funds.
23. It will not attempt to recover any capital costs for public improvements financed in whole or in part with LCDBG funds, through assessments against properties owned and occupied by low and moderate income persons including any fees charged or assessed made as a condition of obtaining access to such public improvements.

Exception to the Requirement - The first sentence of Section 570.200(c)(2) of the regulations prohibits levying special assessments to recover any CDBG funds used to pay for public improvements, and remains applicable. There are, however, two exceptions or circumstances in which an assessment or fee may be made to recover the non-CDBG share of the capital costs:

- a. Where funds received under the State's CDBG allocation are used to pay the proportion of a fee or assessment against properties owned and occupied by low and moderate income persons. (Such payments are eligible CDBG activities subject to the provisions of S570.200(c)(3) of the regulations); or
 - b. Where the grantee certifies that it lacks sufficient CDBG funds to comply with the requirements, for the payment of assessments against properties owned and occupied by persons of low and moderate income who are not very low income (i.e., not below 50 percent of median). In this case, the assessment may be made against such properties without paying for the assessment with CDBG funds.
24. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations in accordance with Section 519 of Public Law 101-1448 (the 1990 HUD Appropriations Act).
 25. It certifies that no federally appropriated funds will be paid for any lobbying purposes regardless of the level of government.

Signing these assurances means that the municipality/parish agrees to implement its program in accord with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending municipality/parish funds to correct deficiencies. A training session will be held to describe these requirements to all funded applicants. Municipality/parish staff attendance will be mandatory.

SIGNATURE OF CHIEF ELECTED OFFICIAL

TYPED/NAME AND TITLE OF CHIEF ELECTED OFFICIAL

DATE

DISCLOSURE REPORT

PART I - APPLICANT/GRANTEE INFORMATION

1. Applicant/grantee name and address: _____

Phone # _____ Federal Employer ID # _____
2. This is an: Initial Report X Updated Report _____
3. Project Assisted/to be Assisted _____
a. Fiscal year: _____
b. Competitive Grant: X
c. Amount requested/received: _____
d. Program income to be used with c. above: _____
e. Total of c. and d: _____

PART II - THRESHOLD DETERMINATIONS

1. Is the amount listed at 3.e. (above) more than \$200,000? Yes _____ No _____
2. Have you received or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) which when added to 3.e. (above) amounts to more than \$200,000?
Yes _____ No _____

If the answer to either 1. or 2. of this Part is "yes," then you must complete the remainder of this report.

If the answer to both 1. or 2. of this Part is "no," then you are not required to complete the remainder of this report, but you must sign the following certification.

I hereby certify that this information is true.

(Chief Elected Official)

(Date)

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Provide the requested information for any other Federal, State and/or local governmental assistance, on hand or applied for, that will be used in conjunction with the LCDBG program. (See Appendix A of the Instructions for a listing of the HUD programs subject to disclosure.)

Name and Address of Agency Providing or to Provide Assistance	Name of Program	Type of Assistance (loan, grant, etc.)	Amount Requested or Provided

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PART IV – INTERESTED PARTIES

Alphabetical Listing of All Persons With a Reportable Financial Interest in the Project	Social Security # or Employer Identification # (Optional)	Type of Participation in Project	Contract Execution Date	Financial Interest In Project \$ and %

PART V - EXPECTED SOURCES AND USES OF FUNDS

This Part requires you to identify the sources and uses of all assistance, including LCDBG, that have been or may be used in the project.

Source

Use

PART VI – CERTIFICATION

I hereby certify that the information provided in this disclosure is true and correct and I am aware that making any materially false, fictitious, or fraudulent statement or representation may subject me to criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, I am aware that if I materially violate any required disclosure of information, including concealing a material fact, I am subject to being fined under this title or imprisoned not more than five years, or both.

(Chief Elected Official)

(Date)



INSTRUCTIONS FOR COMPLETION OF DISCLOSURE REPORT

(The instructions make reference to FY 2008 - FY 2009 applicants/recipients. However, the instructions are intended to be utilized for funding cycles beyond the FY 2008 – FY 2009 cycle. In each instance where FY 2008 – FY 2009 is specified the reader is asked to understand that the information applies to whatever cycle is current, for example, FY 2010 – 2011.)

All applicants for or recipients of LCDBG Funds must complete and submit Parts I and II of the Disclosure Report. At the completion of Part II of the report, some applicants/recipients will find that they must also complete Parts III, IV, V and VI of the Report.

Part I requires the applicant's name, address, phone and federal employer identification number; indicate as to whether this is an initial report or an updated report (all FY 2008 - FY 2009 applicants/recipients will check the initial report box when preparing this report for the first time); provide a brief description of the project and include contract number, if known; identify the fiscal year of the LCDBG funds requested (FY 2008 - FY 2009); the amount of FY 2008 - FY 2009 LCDBG funds being requested or received; the amount of any LCDBG program income that will be used with the FY 2008 - FY 2009 LCDBG funds; and, the total amount (FY 2008 - FY 2009 funds plus program income). The requirements for updated reports are discussed on the following page.

Part II asks two questions. If the answer to both questions is "no," then the chief elected official must sign the certification at the end of Part II, but is not required to complete the remainder of the Report. If the answer to either question is "yes," then the applicant must complete the remainder of the Report.

Part III requires information on any other Federal, State and/or local assistance that is to be used in conjunction with the FY 2008 - FY 2009 LCDBG program. "Other government assistance" is defined as including any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit or any other form of direct or indirect assistance from the Federal government, the State (other than the LCDBG assistance requested/received the application/grant award), or a unit of general local government, or any agency or instrumentality thereof, that is available, or is expected to be made available with respect to the LCDBG project or activities. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there is reasonable grounds to anticipate that the assistance will be forthcoming or if other funds were identified in the application. If the applicant has no other government assistance to disclose, then state "No other government assistance has been applied for or will be provided" on this form.

Part IV requires the identification of interested parties. Interested parties are persons and entities with a reportable financial interest in the project. Person and "entity" means an individual (including a consultant, lobbyist, or lawyer), corporation, company, association, authority, firm, partnership, society, state, unit of general local government, governmental entity or agency, Indian tribe, and any other organization or group of people. If an entity is being disclosed, the disclosure in Part IV must include an identification of each officer, director, principal stockholder or other official of the entity. All consultants, developers or contractors involved in

the application for LCDBG assistance, or in the planning, development or implementation of the project, must be identified as an interested party. Also, any other person or entity that has a pecuniary interest in the project that exceeds \$50,000 or ten percent of the LCDBG assistance, whichever is lower, must be listed as an interested party. Pecuniary interest means any financial involvement in the project, including (but not limited to) situations in which an individual or entity has an equity interest in the project, shares in any profit or resale or any distribution of surplus cash or other assets of the project or receives compensation for any goods or services provided in connection with the project. (The following are not considered interested parties: local LCDBG administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.) The financial interest in the project must be identified both as a dollar amount and as a percentage of the total amount of the LCDBG funds.

It is realized that at the time of application, applicants may not be aware of all interested parties since contracts and agreements for goods and services are not generally awarded until after notice of grant award. Subsequent to grant award, as projects are being implemented, funds will be committed to interested parties which will necessitate the submission of an updated Disclosure Report. However, if other governmental assistance is identified under Part II of the Disclosure Report to be used in conjunction with the LCDBG funds and, if these other funds have been committed to interested parties, then those interested parties must be identified in Part IV of the initial report.

Entry of the social security number or federal employer identification number is optional.

Part V requires applicants/recipients to identify the sources and uses of all funds to be used in conjunction with the LCDBG funded project. The sources and uses must include all the other assistance identified in Part III as well as the LCDBG funds identified in Part I, items 3c. and 3d.

Part VI requires a signed certification by the Chief Elected Official.

Updated Reports

All applicants/grantees who have submitted initial disclosure reports are required to submit updated disclosure reports whenever any of the following instances occur:

1. The applicant/grantee discovers that information was omitted from its initial report or any updated reports.
2. Additional persons or entities can be identified as interested parties. These are persons or entities that did not have a pecuniary interest when the initial or last updated report was submitted.
3. There is a change in other government assistance that exceeds the amount of assistance that was previously disclosed.

4. There is a change in the pecuniary interest of any person or entity that exceeds the amount of all previously disclosed interests by the lesser of \$50,000 or ten percent of such interest.
5. For all projects receiving a tax credit under federal, state, or local law, there has been a change in the expected sources or uses of funds that were previously disclosed.
6. There is a change in the expected source of funds from a single source that exceeds the lesser of the amount previously disclosed for that source of funds by \$250,000 or ten percent of the funds previously disclosed for that source.
7. There is a change in the expected sources of funds from all sources previously disclosed that exceeds the lesser of \$250,000 or ten percent of the amounts previously disclosed from all sources of funds.
8. There is a change in a single expected use of funds that exceeds the lesser of \$250,000 or ten percent of the previously disclosed uses for all funds.
9. There is a change in the use of all funds that exceeds the lesser of \$250,000 or ten percent of the previously disclosed uses for all funds.

Grantees must constantly monitor their project to ensure that an updated disclosure report is submitted within thirty days of any change that meets one of the nine criteria discussed above. Updated reports are required until the project is closed out.

APPENDIX A

This Appendix contains a list of all the HUD Programs that are subject to the disclosure requirements of the Housing and Urban Development Reform Act of 1989. All applicants for or recipients of FY 2008 - FY 2009 LCDBG assistance must review this list to determine if they are receiving, or expect to receive, assistance from other covered HUD programs besides the LCDBG Program. HUD funds that are received either directly from HUD or through the State must also be considered. The State administered LCDBG Program is listed as item 3(v).

It is the total amount of funds received from all of the below sources that the applicant/recipient uses to answer the second question of Part II of the Disclosure Report.

- (1) Section 312 Rehabilitation Loans under 24 CFR part 510, except loans for single family properties.
- (2) Applications for grant amounts for a specific project or activity under the Rental Rehabilitation Grant program under 24 CFR part 511 made to:
 - (i) A State grantee under Subpart F;

- (ii) A unit of general local government or a consortium of units of general local government receiving funds from a State or directly from HUD (whether or not by formula) under Subparts D, F, and G; and
- (iii) HUD, for technical assistance under S511.3.

(Excludes formula distributions to States, units of general local government, or consortia of units of general local government under Subparts D and G, within-year reallocations under Subpart D, and the HUD-administered Small Cities program under Subpart F.)

- (3) Applications for grant amounts for a specific project or activity under Title I of the Housing and Community Development Act of 1974 made to:
 - (i) HUD, for a Special Purpose Grant under Section 105 of the Department of Housing and Urban Development Reform Act of 1989 for technical assistance, the Work Study program or Historically Black colleges,
 - (ii) HUD, for a loan guarantee under 24 CFR part 470, Subpart M;
 - (iii) HUD, for a grant to an Indian tribe under Title I of the Housing and Community Development Act of 1974; and
 - (iv) HUD, for a grant under the HUD-administered Small Cities program under CFR part 570, Subpart F; and
 - (v) A State or unit of general local government under 24 CFR part 570.
- (4) Applications for grant amounts for a specific project or activity under the Emergency Shelter Grants program under 24 CFR part 576 made to a State or to a unit of general local government, including a Territory.

(Excludes formula distributions to States and units of general local government [including Territories]; reallocations to States, units of general local government [including Territories] and non-profit organizations; and applications to an entity other than HUD or a State or unit of general local government.)

- (5) Transitional Housing under 24 CFR part 577.
- (6) Permanent Housing for Handicapped Homeless Persons under 24 CFR part 578.
- (7) Section 8 Housing Assistance Payments (only project-based housing under the Existing Housing and Moderate Rehabilitation programs under 24 CFR part 882, including the Moderate Rehabilitation Program for Single Room Occupancy Dwellings for the Homeless under Subpart H).
- (8) Section 8 Housing Assistance Payments for Housing for the Elderly or Handicapped under 24 CFR part 885.

- (9) Loans for Housing for the Elderly or Handicapped under Section 202 of the Housing Act of 1959 (including operating assistance for Housing for the Handicapped under Section 162 of the Housing and Community Development Act of 1987 and Seed Money Loans under Section 106(b) of the Housing and Urban Development Act of 1968).
- (10) Section 8 Housing Assistance Payments - Special Allocations - under 24 CFR part 886.
- (11) Flexible Subsidy under 24 CFR part 219 - both Operating Assistance under Subpart B and Capital Improvement Loans under Subpart C.
- (12) Low-Rent Housing Opportunities under 24 CFR part 904.
- (13) Indian Housing under 24 CFR part 905.
- (14) Public Housing Development under 24 CFR part 941.
- (15) Comprehensive Improvement Assistance under 24 CFR part 968.
- (16) Resident Management under 24 CFR part 964, Subpart C.
- (17) Neighborhood Development Demonstration under Section 123 of the Housing and Urban-Rural Recovery Act of 1983.
- (18) Nehemiah Grants under 24 CFR part 280.
- (19) Research and Technology Grants under Title V of the Housing and Urban Development Act of 1970.
- (20) Congregate Services under the Congregate Housing Services Act of 1978.
- (21) Counseling under Section 106 of the Housing and Urban Development Act of 1968.
- (22) Fair Housing Initiatives under 24 CFR part 125.
- (23) Public Housing Drug Elimination Grants under Section 5129 of the Anti-Drug Abuse Act of 1988.
- (24) Fair Housing Assistance under 24 CFR part 111.
- (25) Public Housing Early Childhood Development Grants under Section 222 of the Housing and Urban-Rural Recovery Act of 1983.

- (26) Mortgage Insurance under 24 CFR Subtitle B, Chapter II (only multifamily and non-residential).
- (27) Supplemental Assistance for Facilities to Assist the Homeless under 24 CFR part 579.
- (28) Shelter Plus Care Assistance under Section 837 of the Cranston-Gonzalez National Affordable Housing Act.
- (29) Planning and Implementation Grants for HOPE for Public and Indian Housing Homeownership under Title IV, Subtitle A, of the Cranston-Gonzalez National Affordable Housing Act.
- (30) Planning and Implementation Grants for HOPE for Homeownership of Multifamily Units under Title IV, Subtitle B, of the Cranston-Gonzalez National Affordable Housing Act.
- (31) HOPE for Elderly Independence Demonstration under Section 803 of the Cranston-Gonzalez National Affordable Housing Act.

VI. DISPLACEMENT POLICY

DIVISION OF ADMINISTRATION

OFFICE OF COMMUNITY DEVELOPMENT

DISPLACEMENT POLICY

The State will review and determine whether any sub-grantee activity will cause temporary or permanent displacement as a result of the operation of its LCDBG program. If the State determines that an individual, family, or business will be displaced as a result of any activity, then the locality will insure that reasonable benefits will be provided.

Reasonable benefits include but are not limited to:

- (1) counseling and referral services;
- (2) providing assistance in obtaining suitable living quarters/business location whether renting or purchasing;
- (3) provide some form of benefits for moving expenses consisting of the cost of the actual move or a fixed payment based on the number of rooms as allowed by the U. S. Department of Transportation's moving schedule.

In accordance with federal regulations, the State requires each recipient locality to prepare and implement a residential antidisplacement and relocation assistance plan. That plan must include:

- (a) A requirement that all low/moderate income dwelling units that are demolished or converted to a use other than low/moderate income housing as a direct result of the use of LCDBG assistance will be replaced and
- (b) A relocation assistance component.

Substandard but economically repairable units that have been demolished or converted must be replaced under this provision, but more seriously deteriorated units need not be replaced. A sample guide to follow when preparing this plan is attached.

**Guide for Residential Antidisplacement and Relocation Assistance
Plan under Section 104(d) of the Housing and Community
Development Act of 1974, as Amended.**

The (jurisdiction) will replace all occupied and vacant (but suitable for occupancy) low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1). The contact person for antidisplacement in (jurisdiction) is _____ who can be reached at (address and telephone number).

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

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

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

Consistent with the goals and objectives of activities assisted under the Act, the (jurisdiction) will take the following steps to minimize the displacement of persons from their homes.

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