
TERREBONNE PARISH COUNCIL

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Ms. Kim Chauvin	Chairman
Mr. Steve Trosclair	Vice-Chairman
Mr. Brien Pledger	Member
Mr. Carl Harding	Member
Mr. Clayton Voisin, Jr.	Member
Mr. John Amedee	Member
Mr. Kevin Champagne	Member
Mr. Clyde Hamner	Member
Mr. Daniel Babin	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

October 28, 2024
5:30 PM

Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the Council should be respectful of others in their choice of words and actions. Thank you.

ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. RESOLUTION:** Authorizing the Parish President to enter into Task Order 1 between Terrebonne Parish Consolidated Government and Barowka and Bonura Engineers and Consultants, LLC to provide professional services for application development for the Flood Mitigation Assistance and Building Resilient Infrastructure and Communities (BRIC) Programs.
- 2. RESOLUTION:** Authorizing the Parish President to enter into Task Order 2 between Terrebonne Parish Consolidated Government and Barowka and Bonura Engineers and Consultants, LLC to provide professional services for implementation of the 2022 Flood Mitigation Assistance Swift Current projects.

3. **RESOLUTION:** Authorizing the Parish President to sign Task Order 3 with Barowka and Bonura Engineering and Consultants, LLC for project, grant, and construction management for the 4577-20 Criminal Justice Complex Generator project.
4. **RESOLUTION:** Authorizing the Parish President to accept the grant funding for the Criminal Justice Complex Generator project from the Governor’s Office of Homeland Security and Emergency Preparedness.
5. **RESOLUTION:** Loaning housing program income funds and committing project-based vouchers to West Tunnel Lofts, LLC. in an amount not to exceed \$1,000,000 for the construction of an affordable multi-family housing development at 1368 West Tunnel Boulevard, Houma, Louisiana.
6. Motion to rescind the condemnation order adopted October 24, 2023, on the residential structure located at 1743 Highway 55, owned by Harry J. Dugas c/o Carl Ellender, Ronnie Wayne Duke, Susan Lirette Massey, Gary Lirette, Michael Lirette, Cynthia Cunningham, Michael David Cunningham, Jr., Scott Matthew Cunningham, Holly Fay Cunningham Boudreaux, Jacqueline “Jackie” Lirette, Michael P, Lirette, Melissa Lirette Nugent, Marie Lirette, Judith M. Lirette.
7. Motion to rescind the condemnation order adopted October 24, 2023, on the residential structure located at 308 Richard Drive, owned by Ralph J. Lirette, Jr. & Nellie Garcia Lirette.
8. Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7391 Park Avenue, owned by F I I D K, LLC.
9. Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7397 Park Avenue, owned by F I I D K, LLC.
10. Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7395 Park Avenue, owned by F I I D K, LLC.
11. Consider the introduction of an ordinance authorizing the Parish President to execute a lease agreement with Grace Lutheran Church for Head Start classroom space and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.
12. Adjourn

Category Number:
Item Number:



Monday, October 28, 2024

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, October 28, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, October 28, 2024

Item Title:

Task Order 1 between TPCG & Barowka and Bonura Engineers and Consultants, LLC

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into Task Order 1 between Terrebonne Parish Consolidated Government and Barowka and Bonura Engineers and Consultants, LLC to provide professional services for application development for the Flood Mitigation Assistance and Building Resilient Infrastructure and Communities (BRIC) Programs.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/17/2024	Executive Summary
Resolution	10/17/2024	Resolution
Memo	10/17/2024	Cover Memo
Task Order #1	10/17/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution authorizing the President to sign Task Order 1 with Barowka and Bonura Engineering and Consultants, LLC for application development, project management and related services for the Flood Mitigation Assistance and Building Resilient Infrastructure and Communities grant programs through GOHSEP and FEMA.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing the president to enter into Task Order 1 with Barowka and Bonura Engineering and Consultants, LLC (BBEC) to develop applications for Flood Mitigation Assistance and Building Resilient Infrastructure and Communities grant programs to reduce risk in Terrebonne Parish. The applications will be preapproved by Administration and Finance. Project applications could cover topics such as infrastructure, shoreline stabilization, restoration or other drainage or other risk mitigation activities, and traditional nonstructural projects such as elevation, reconstruction and acquisitions. The applications may include small or large infrastructure projects serving one or more of the following “lifelines” identified by FEMA:



PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The funded projects will enable the parish to improve the resilience of infrastructure, businesses and homes providing the seven lifelines above. The grants will pay a procured consultant for project and grant management and authorize the development of the new applications which will be reimbursed by the grant if successful. The purpose of this Resolution is to authorize the Parish President to enter into the Task Order 1 with BBEC to provide the expert services for the Terrebonne Parish programs as needed. The Council has approved the contract terms in an earlier agenda item Resolution 24-255. The draft task order approved by legal is attached.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

**IF YES AMOUNT
BUDGETED:**

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Chris Pulaski

10/17/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE THE APPROPRIATE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC FOR APPLICATION DEVELOPMENT TASK ORDER 1 FOR FMA AND BRIC APPLICATIONS.

WHEREAS, the Terrebonne Parish Consolidated Government has yearly opportunities to apply for funding under the Federal Emergency Management Agency (FEMA) for Flood Mitigation Assistance and Building Resilient Infrastructure and Communities grant programs; and

WHEREAS, after a formal procurement process the Council approved an agreement with Barowka and Bonura Engineers and Consultants, LLC. (BBEC) through Resolution 24-255; and

WHEREAS, the Parish benefits from applications BBEC is qualified to develop to reduce risk through all project types of risk mitigation activities for the Parish and institutional partners as required;

WHEREAS, the Parish will be able to seek 75% to 100% reimbursement for these services for all applications that are approved by FEMA in these nationally competitive grant programs based on the cost share for that approved application;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, (Community Development and Planning Committee) on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to enter into Task Order 1 with Barowka and Bonura Engineers and Consultants, LLC to provide the needed application development services.

October 17, 2024

MEMO TO: Jason W. Bergeron
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item October 28th and 30th, 2024
Community Development and Planning Committee

Please find the following items for your review:

- A resolution authorizing the Parish President to enter into Task Order 1 between Terrebonne Parish Consolidated Government and Barowka and Bonura Engineers and Consultants, LLC to provide professional services for application development, for the Flood Mitigation Assistance and **Building Resilient Infrastructure and Communities (BRIC)** Programs. These programs have been delayed by FEMA due to budget constraints and are expected to open sometime over the next 5 months.

If everything meets with your approval, it is respectfully requested that you place the resolution on the agenda for consideration. If you have any questions, please advise.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC(“BBEC”),
DATED October 2, 2024 (filed of record on October 4, 2024, with the Terrebonne Parish
Recorder of Mortgages at MOB 3531, page 557, Entry No. 1697157.) (“ BBEC AGREEMENT”)

TASK ORDER NUMBER 1

FLOOD MITIGATION ASSISTANCE (“FMA”) AND BUILDING RESILIENT
INFRASTRUCTURE AND COMMUNITIES (“ BRIC”) APPLICATION DEVELOPMENT
SERVICES FOR 2024

BBEC shall provide FMA and BRIC Application Development Services (“Services”) for 2024 in accordance with all provisions, attachments and scope of services of the BBEC Agreement described above.

BBEC shall be paid in total no more than the per unit price per activity proposed in the Cost Proposal submission dated May 28, 2024 for compliant performance of Services in accordance with the BBEC Agreement and all applicable regulations as set out in the contract.

The Performance Period for Services described herein is effective immediately upon execution of this Task Order and shall end on or before October 2, 2027 unless extended under the terms of the BBEC Agreement.

Upon execution of this Task Order by both parties, Consultant shall consider this its notice to proceed with the Services set out in this Task Order.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

By: _____ Date: _____
Jason W. Bergeron, President

FIRM CORPORATION:

By: _____ Date: _____
Jeffrey Bonura, P.E., Member



Monday, October 28, 2024

Item Title:

Task Order 2 between TPCG & Barowka and Bonura Engineers and Consultants, LLC

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into Task Order 2 between Terrebonne Parish Consolidated Government and Barowka and Bonura Engineers and Consultants, LLC to provide professional services for implementation of the 2022 Flood Mitigation Assistance Swift Current projects.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/17/2024	Executive Summary
Resolution	10/17/2024	Resolution
Memo	10/17/2024	Cover Memo
Task Order #2	10/17/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution authorizing the President to sign Task Order 2 with Barowka and Bonura Engineering and Consultants, LLC for project, grant, and construction management 2022 Flood Mitigation Assistance Swift Current elevation and reconstruction projects.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing the president to enter into Task Order 2 with Barowka and Bonura Engineering and Consultants, LLC (BBEC) to implement projects FMA-EMT-2022-FM-016 for elevation of 2 homes and FMA-EMT-2022-FM-025 for the reconstruction of 1 home using 2022 Flood Mitigation Assistance Swift Current grant funding.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this Resolution is to authorize the Parish President to enter into the Task Order 2 with BBEC to provide the expert services for the Terrebonne Parish elevation and reconstruction projects. The Parish does not have sufficient staff to directly implement the volume of projects funded through grants each year. The Council has approved the contract terms in an earlier agenda item Resolution 24-255. The draft task order approved by legal is attached.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Chris Pulaski

10/17/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE THE APPROPRIATE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC FOR APPLICATION DEVELOPMENT TASK ORDER 2 FOR FMA 2022 SWIFT CURRENT ELEVATIONS AND RECONSTRUCTION PROJECTS.

WHEREAS, the Terrebonne Parish Consolidated Government applied for and was awarded funding under the Federal Emergency Management Agency (FEMA) 2022 Flood Mitigation Assistance pilot program Swift Current; and

WHEREAS, after a formal procurement process the Council approved an agreement with Barowka and Bonura Engineers and Consultants, LLC. (BBEC) through Resolution 24-255; and

WHEREAS, the Parish benefits from the expertise and staff augmentation provided by consultants to implement the grant programs; and

WHEREAS, BBEC is qualified to provide the services necessary to implement the FMA-EMT-2022-FM-016 Elevation grant project and the FMA-EMT-2022-FM-025 Mitigation Reconstruction project;

WHEREAS, the Parish will be able to 100% reimbursement for these services through the Subrecipient Management Costs made available through the grant;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, (Community Development and Planning Committee) on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to enter into Task Order 2 with Barowka and Bonura Engineers and Consultants, LLC to provide the professional services to implement these two projects.

October 17, 2024

MEMO TO: Jason W. Bergeron
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item October 28th and 30^h, 2024
Community Development and Planning Committee

Please find the following items for your review:

- A resolution authorizing the Parish President to enter into Task Order 2 between Terrebonne Parish Consolidated Government and Barowka and Bonura Engineers and Consultants, LLC to provide professional services for implementation of the 2022 Flood Mitigation Assistance Swift Current projects. The elevation and reconstruction projects were awarded. The original contractor for the application was a division under CSRS that no longer exists.

If everything meets with your approval, it is respectfully requested that you place the resolution on the agenda for consideration. If you have any questions, please advise.

TASK ORDER #2
OF THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC (“BBEC”)
DATED October 2, 2024

FLOOD MITIGATION ASSISTANCE 2022 SWIFT CURRENT GRANT, PROJECT AND
CONSTRUCTION MANAGEMENT SERVICES

BBEC shall provide Project Management Services performed in accordance with all provisions and scope of services of that Professional Services Agreement ("Agreement"), described above, with an effective date of October 2, 2024, between Consultant and TPCG filed of record on October 4, 2024, with the Terrebonne Parish Recorder of Mortgages at MOB 3531, page 557, Entry No. 1697157.

BBEC shall implement the Swift Current Reconstruction project grant # FMA-PJ-06-LA-2022-016 and The Swift Current Elevation project grant # FMA-PJ-06-LA-2022-25 as per the Terrebonne Parish Application Development, Project and Grant Management Consultant proposal dated May 28, 2024.

BBEC shall be paid no more than twentythree thousand five hundred fifty (\$23,550) Dollars for compliant performance in accordance with the Agreement and all applicable regulations as set out in the contract.

The Performance Period for services for the implementation of grant the two grants is effective immediately upon the execution of this Task Order and shall end on or before October 2, 2027 unless extended under the terms of the Agreement.

Upon execution of this Task Order by both parties, Consultant shall consider this its notice to proceed with the Services set out in this Task Order.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

By: _____ Date: _____
Jason W. Bergeron, President

FIRM CORPORATION:

By: _____ Date: _____
Jeffrey Bonura, P.E., Member



Monday, October 28, 2024

Item Title:

Task Order 3 between TPCG & Barowka and Bonura Engineers and Consultants, LLC

Item Summary:

RESOLUTION: Authorizing the Parish President to sign Task Order 3 with Barowka and Bonura Engineering and Consultants, LLC for project, grant, and construction management for the 4577-20 Criminal Justice Complex Generator project.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/21/2024	Executive Summary
Resolution	10/21/2024	Resolution
Cover Memo	10/21/2024	Cover Memo
BBEC Task Order 3	10/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution authorizing the President to sign Task Order 3 with Barowka and Bonura Engineering and Consultants, LLC for project, grant, and construction management for the 4577-20 Criminal Justice Complex Generator project.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing the president to enter into Task Order 3 with Barowka and Bonura Engineering and Consultants, LLC (BBEC) to provide professional services for implementation of the Hurricane Zeta 4577-20 Criminal Justice Complex Generator project awarded this month. The project will include the procurement of engineering, construction of elevated platforms, and installation of the generators and transfer switches at the jail and workforce buildings.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this Resolution is to authorize the Parish President to enter into the Task Order 3 with BBEC to provide the expert services for the Terrebonne Parish 4577-20 Criminal Justice Complex Generator. The Parish does not have sufficient staff to directly implement the volume of projects funded through grants each year. The Council has approved the contract terms in an earlier agenda item Resolution 24-255. The draft task order that will be modified if needed until approved by legal is attached.

TOTAL EXPENDITURE

\$27,920

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$27,290

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Chris Pulaski

10/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE THE APPROPRIATE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC FOR APPLICATION DEVELOPMENT TASK ORDER 3 FOR THE CRIMINAL JUSTICE COMPLEX GENERATOR PROJECT.

WHEREAS, the Terrebonne Parish Consolidated Government applied for and was awarded funding under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program funding allocation as a result of Hurricane Zeta FEMA-4577-DR-LA; and

WHEREAS, after a formal procurement process the Council approved an agreement with Barowka and Bonura Engineers and Consultants, LLC. (BBEC) through Resolution 24-255; and

WHEREAS, the agreement authorized work orders for professional services related to Building Resilient Infrastructure and Community grants, Flood Mitigation Assistance grants, the Hazard Mitigation Grant Program, and Public Assistance programs from FEMA as well as professional services contracts or task orders for other state, federal, or nonprofit opportunities that require transferable skills proposed by Consultant; and

WHEREAS, the Parish benefits from the expertise and staff augmentation provided by consultants to implement the grant programs; and

WHEREAS, BBEC is qualified to provide the services necessary to implement the 4577-20 Criminal Justice Complex Generator project;

WHEREAS, the Parish will be able to receive 90% reimbursement for these services through the grant;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, (Community Development and Planning Committee) on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to enter into Task Order 3 with Barowka and Bonura Engineers and Consultants, LLC to provide the professional services to implement this project.

October 21, 2024

MEMO TO: Jason W. Bergeron
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item October 28th and 30th, 2024
Community Development and Planning Committee

Please find the following items for your review:

- A resolution authorizing the Parish President to enter into Task Order 3 between Terrebonne Parish Consolidated Government and Barowka and Bonura Engineers and Consultants, LLC to provide professional services for implementation of the Hurricane Zeta 4577 Criminal Justice Complex Generator project awarded this month. The project will include the procurement of engineering, construction of elevated platforms, and installation of the generators and transfer switches.

If everything meets with your approval, it is respectfully requested that you place the resolution on the agenda for consideration. If you have any questions, please advise.

Draft to be approved by Legal prior to Execution
TASK ORDER #3
OF THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC (“BBEC”)
DATED October 2, 2024

HURRICANE ZETA CRIMINAL JUSTICE COMPLEX GENERATOR PROJECT HAZARD
MITIGATION GRANT PROGRAM PROFESSIONAL SERVICES

BBEC shall provide Project Management Services performed in accordance with all provisions and scope of services of that Professional Services Agreement ("Agreement"), described above, with an effective date of October 2, 2024, between Consultant and TPCG filed of record on October 4, 2024, with the Terrebonne Parish Recorder of Mortgages at MOB 3531, page 557, Entry No. 1697157.

BBEC shall implement the Criminal Justice Complex Generator grant 4577-20 as per the Terrebonne Parish Application Development, Project and Grant Management Consultant proposal dated May 28, 2024.

BBEC shall be paid no more than twenty-seven thousand nine hundred twenty (\$27,920) Dollars for compliant performance in accordance with the Agreement and all applicable regulations as set out in the contract.

The Performance Period (POP) for services for the implementation of the grant is effective immediately upon the execution of this Task Order and shall be delivered prior to November 21, 2025 unless the project POP is extended by GOHSEP and/or FEMA. The contract term will end on or before November 21, 2026 unless extended under the terms of the Agreement.

Upon execution of this Task Order by both parties, Consultant shall consider this its notice to proceed with the Services set out in this Task Order.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

By: _____ Date: _____
Jason W. Bergeron, President

FIRM CORPORATION:

By: _____ Date: _____
Jeffrey Bonura, P.E., Member



Monday, October 28, 2024

Item Title:

Criminal Justice Complex Generator Project

Item Summary:

RESOLUTION: Authorizing the Parish President to accept the grant funding for the Criminal Justice Complex Generator project from the Governor's Office of Homeland Security and Emergency Preparedness.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/18/2024	Executive Summary
Resolution	10/18/2024	Resolution
Memo	10/18/2024	Cover Memo
Approval Letter	10/18/2024	Backup Material
Agreement	10/18/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution authorizing the President to accept the grant funding for the Criminal Justice Complex Generator project from the Governor’s Office of Homeland Security and Emergency Preparedness.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing the president to accept the grant funding for the Criminal Justice Complex Generator project from the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP). The Federal Emergency Management Agency (FEMA) FEMA-4577-DR-LA Hazard Mitigation Grant Program (HMGP) funding was allocated as a result of preparation for Hurricane Zeta. The 4577-20 Criminal Justice Complex Generator project has been awarded with a total project cost of \$1,026,756.09; \$924,080.48 federal funding and \$102,675.61 nonfederal share which will be provided by the Parish.

In addition, the Parish was awarded Subrecipient Management Fees of \$51,337.80, which will be reimbursed at 100% with no nonfederal share.

The project will include the procurement of engineering, construction of elevated platforms, and installation of the generators and transfer switches at the jail and workforce buildings.

The grant will be implemented as required by the terms of the Memorandum of Understanding executed by the Parish and GOHSEP August 1, 2022 for all HMGP Hurricane Zeta projects.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this Resolution is to authorize the Parish President to accept the grant funding for the Criminal Justice Complex Generator project from GOHSEP. The project will allow the jail and the workforce housing buildings to fully operate during power outages. This will avoid the need for evacuations or extended relocations of inmates due to power outages from storms or other incidents as well as avoid mold and damage to computers and equipment from lack of air conditioning.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
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Chris Pulaski

10/18/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 21-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ACCEPT THE FUNDING PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE CRIMINAL JUSTICE COMPLEX GENERATOR PROJECT 4577-20.

WHEREAS, the Terrebonne Parish Consolidated Government applied for and was awarded funding under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program funding allocation as a result of Hurricane Zeta FEMA-4577-DR-LA; and

WHEREAS, by communication from the GOHSEP dated October 10, 2024, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to provide redundant power for the Criminal Justice Complex was approved by FEMA October 3, 2024; and

WHEREAS, the approved funding for the installation of two generators and associated equipment at 3211 Grand Caillou Road:

Federal Share (90%)	\$ 924,080.48
Non Federal Share (10%)	\$ 102,675.61
TOTAL PROJECT AWARD:	\$1,026,756.09

WHEREAS, the Parish was awarded Subrecipient Management Fees of \$51,337.80, which will be reimbursed at 100% with no nonfederal share for a total of \$975,418.28 funding,

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Hazard Mitigation Assistance Program; and

WHEREAS, Terrebonne Parish Consolidated Government is a subgrantee;

WHEREAS, the grant will be implemented as required by the terms of the Memorandum of Understanding executed by the Parish and GOHSEP August 1, 2022;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to accept the funding from GOHSEP to implement the Criminal Justice Complex Generator project.

October 18, 2024

MEMO TO: Jason W. Bergeron
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item October 28th and 30th, 2024
Community Development and Planning Committee

Please find the following items for your review:

- Resolution authorizing the President to accept the grant funding for the Criminal Justice Complex Generator project from the Governor's Office of Homeland Security and Emergency Preparedness. The grant will be implemented as required by the terms of the Memorandum of Understanding executed by the Parish and GOHSEP August 1, 2022. HMGP projects have MOUs for the whole storm. FMA and BRIC grants require a subgrantee agreement.
- The project will include the procurement of engineering, construction of elevated platforms, and installation of the generators and transfer switches.
- Finance has confirmed that the funding is available for the match.

If everything meets with your approval, it is respectfully requested that you place the resolution on the agenda for consideration. If you have any questions, please advise.



FEMA

October 3, 2024

Jacques Thibodeaux, Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70806

Attn: Sandra Dugas Gaspard - Assistant Director, Hazard Mitigation Assistance

RE: DR-4577-0020-LA
Terrebonne Parish Consolidated Government - Terrebonne Parish Criminal Justice
Complex Generator
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Mr. Thibodeaux:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the Terrebonne Parish Consolidated Government for the Terrebonne Parish Criminal Justice Complex Generator project. The total project cost is \$1,026,756.09. The Federal share in the amount of \$924,080.48, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4577-DR-LA. The non-federal match requirement of \$102,675.61 will be provided by the Terrebonne Parish Consolidated Government.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) in the amount of \$51,337.80 are available to the Terrebonne Parish Consolidated Government at a Federal Cost Share of 100%.

The following is the approved Scope of Work (SOW) for the above-referenced project:

Terrebonne Parish Consolidated Government will purchase and install two diesel generators and associated ancillary components (e.g., automatic transfer switches, weatherproof enclosure, foundation pad) at the Criminal Justice Complex at Ashland. A 300 KW generator will be installed at the Workforce Building and a 1000 KW generator will be installed the Adult Facility.

The generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
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TPCG Adult Facility, Municipal Building	3211 Grand Caillou Road, Houma LA 70363	1000 kW	Permanent	29.519700	-90.673600
Workforce Facility, Municipal Facility	3211 Grand Caillou Road, Houma LA 70363	300 kW	Permanent	29.519700	-90.673600

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX n18 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Technical Conditions that apply to this project:

- The project and all its attendant utilities must support a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) base flood elevation (BFE) or the 100-year BFE plus the freeboard required per American Society of Civil Engineers-24 (for Coastal AE Zones), whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.
 - Determination of the BFE may be provided by the local floodplain administrator which may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
 - If multiple sources of flood hazard data are available for a project site, use the best available information is the source which provides the highest BFE or BFE plus freeboard.
 - In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA for justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.

The project must comply with following technical conditions: the latest edition of codes and standards as required by Federal, State, and Local rules and regulations, the subrecipient must coordinate with the local floodplain administrator to obtain the necessary permits and must comply with any conditions of these permits prior to initiating work, all permits and related

Mr. Thibodeaux

October 3, 2024

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coordination activities must be retained by the subrecipient, at project closeout, submit all permits and documentation of coordination to FEMA, and the subrecipient must acquire all applicable Federal, State, Tribal, and/or Local permits.

The following programmatic conditions must be met within 90 days of this award letter or federal funding may be de-obligated; please update page seven of the file “Response to Eligibility – Technical Review RFI for CJC Generator” to reflect a 90/10 cost share rather than 75/25 for this project.

FEMA will not establish activity completion timeframes for individual sub awards. The Period of Performance (POP) for DR-4577-LA is set to expire on November 21, 2025. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with this sub-award are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with 2023 Hazard Mitigation Assistance Program and Policy Guidance Hazard Mitigation Grant Program Management Costs, any MC provided will be obligated in increments sufficient to cover Recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to 2 C.F.R. 200.400 et seq. costs must be adequately documented, necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles except where otherwise authorized by statute. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. FEMA approval of budget estimates is not determination of the allowability of costs.

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October 3, 2024
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In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

The Obligation Report, REC, and Technical Recommendation Report are included for your records.

If you have any questions regarding the information, please contact LaWanda Teh-Teh, Grants Management Specialist, Hazard Mitigation Assistance (HMA), at 202-812-6232 or Lawanda.TehTeh@fema.dhs.gov.

Sincerely,



Marty Chester
Acting HMA Disaster Branch Chief

Enclosures: Obligation Report
REC
Technical Recommendation Report

INSTRUCTIONS TO EXECUTE THE FEDERALLY FUNDED HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDING AGREEMENT

FEMA's HMGP is a Federal grant to aid State and Local governments in taking critical measures to reduce the risk of loss of life and property from future disasters during the reconstruction process following a disaster. A maximum of 75% of eligible costs are provided to acquire or elevate flood-prone structures or strengthen them against future disasters, to conduct flood risk reduction projects, or to conduct other mitigating activities consistent with the State and local hazard mitigation plans. Eligible Applicants are State, tribal, or local governments, and the owners or operators of certain private nonprofit (PNP) facilities. In order to be eligible for federal funds, you were required to submit a subapplication to the State. As a result of at least one project identified for approval and funding, you are now eligible to receive HMGP funding from FEMA through the pass-through entity for the State of Louisiana, the Governor's Office of Homeland Security and Emergency Preparedness (hereinafter referred to as "Recipient" or "GOHSEP"), and must execute this agreement prior to receiving any funding.

INSTRUCTIONS

1. The attached documentation evidences a sub-grant relationship with GOHSEP and consists of an HMGP FUNDING AGREEMENT ("AGREEMENT") with four (4) Attachments (A through C-2).
2. Once all required information has been entered into the AGREEMENT and Attachments, print the entire document.
3. The last page of the AGREEMENT document, and Attachments C-1 and C-2, as applicable, require the signature of the Chief Elected/Appointed Official or the Chief Executive Officer as well as the date of signature. The next page provides a list of these Authorized Agents based upon the type of entity.
4. Upon completion, the AGREEMENT together with all Attachments, must be sent to GOHSEP. The **preferred method** of delivery is **uploading the package to LouisianaHM.com**. If you are unable to upload documents to this website, you may submit the package by mailing the completed documents and exhibits to:

ATTN: MOU Processing
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, Louisiana 70806

EXECUTION OF THE AGREEMENT

AUTHORIZED AGENT

In order to receive funding from GOHSEP, it is now necessary for you, as the Subrecipient, to enter into the attached Agreement with GOHSEP. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subrecipient.

(NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by GOHSEP.)

- a. **Corporation:** the chair of the board of directors or president;
- b. **City:** the mayor or city manager;
- c. **Parish or Police Jury:** the parish president or Policy Jury President;
- d. **School Board:** the superintendent;
- e. **Fire District:** the district chief;
- f. **Special Districts:** the executive director;
- g. **Institution of Higher Education:** the president of the institution;
- h. **Charter School:** the chair of the board of directors;
- i. **Sheriff's Office:** the Sheriff;
- j. **State Agencies:** the Secretary or Appointing Authority of the Agency;
- k. All other Subrecipients: the chief executive officer of the entity.

A fully executed copy of this Agreement can be viewed through LouisianaHM.com by anyone authorized by the Subrecipient to access the system.

(FEMA- 4577 - DR - LA)

**Federally Funded HMGP State Agreement
CFDA 97.039**

THIS AGREEMENT is entered into by the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness (hereinafter referred to as the "Recipient"), whose domicile is in Baton Rouge, East Baton Rouge Parish, Louisiana,

and:

Terrebonne Parish Consolidated Government,

(hereinafter referred to as the "Subrecipient").

WHEREAS, On October 26, 2020 the president issued a Major Disaster Declaration designated FEMA-4577 - DR LA for the State of Louisiana as a result of Hurricane Zeta and

WHEREAS, The Declaration, as amended, authorizes Hazard Mitigation Grant Program funding for parishes statewide (while traditionally prioritizing the most impacted areas for funding considerations); and

WHEREAS, The Subrecipient is located in a parish in Louisiana;

THEREFORE, the Recipient and the Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) DEFINITIONS.

As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:

- i. **Eligible activities:** are those activities authorized in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Louisiana and FEMA. They include mitigation projects as well as hazard mitigation planning.
- ii. **Non-Federal cost share:** The portion of the costs of a federally assisted project or program not borne by the Federal Government.
- iii. **Non-Federal Entity:** A State, local government, federally-recognized tribe, or private nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
- iv. **Period of Performance (POP):** The period of time during which the non-Federal entity may incur new obligations to carry out all administrative actions and award activities, and incur costs. The Recipient is expected to complete the Federal award activities and to incur and expend approved funds within the POP. The POP for HMGP begins with the opening of the application

period and ends 36 months from the close of the application period. (See *Hazard Mitigation Assistance Guidance*, February 27, 2015)

v. **Project:** Any mitigation measure or action proposed to reduce the risk of future damage, hardship, loss, or suffering from disasters.

vi. **State Approval Package:** The subaward package sent to the Subrecipient from the Recipient that includes: the subaward approval with Federal award amount and non-Federal cost share, FEMA approval letter, Record of Environmental Conditions, and other documentation as applicable.

vii. **Subapplication:** the primary form used to document the location, damage history, scope of work, schedule, budget, benefit cost analysis, and HMA plan requirements for a proposed mitigation project. It is the basis for the subaward.

viii. **Subaward:** a subapplication that has been approved and funded (formerly known as subgrant).

2) AGREEMENT TO BE BOUND.

a. The parties enter into this Agreement intending to be bound by same.

b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Louisiana and FEMA. The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachments "C-1" and "C-2" and incorporated herein by reference.

c. The Subrecipient, by its decision to participate in the FEMA HMGP Program, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the pass through entity and fiduciary of such federal funding, reserves the right to demand that the Subrecipient comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

3) FUNDING.

a. The federal share may not exceed the maximum of seventy-five percent (75%) of the eligible project costs. HMGP awards carry a requirement to provide at least a twenty-five percent (25%) non-federal cost share of the eligible project costs (Ineligible project costs do not receive federal funds and do not count toward the non-federal cost share).

b. Subject to an advance payment of funds, where applicable, by the Recipient to the Subrecipient, the Recipient will provide funds on a cost reimbursement basis to the Subrecipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Subrecipient subawards.

c. The approved subaward will be provided to the Subrecipient, and must state the cumulative funding allowed, the scope of work, the costs eligible under this Agreement, the Record of Environmental Consideration report (REC), and the total federal share of costs.

d. Subawards may obligate or deobligate funding, thereby amending the total funding for the subaward. These actions will be denoted in the final amendment to the subaward.

e. As a condition of funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to the Subrecipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subrecipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

f. The Subrecipient understands and agrees that the Recipient may offset any funds due and payable to the Subrecipient until the debt to the State is satisfied. In such event, the Recipient will notify the Subrecipient.

4) INSURANCE.

a. The Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA HMGP grants in order to avoid a duplication of benefits. The Subrecipient further understands and agrees that if HMGP funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

b. For structures that remain in the Special Flood Hazard Area ("SFHA") after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less. The maximum limit of coverage made available is defined as the replacement cost value of the structure up to \$250,000 for residential and \$500,000 for non-residential. Insurance coverage on the property must be maintained during the life of the property regardless of transfer of ownership of such property.

c. The subrecipient (or property owner) must legally record, within the appropriate jurisdiction's land records, a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including

any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance.

d. Subrecipients receiving assistance for projects sited in an SFHA must ensure that these requirements are met by requesting that the participating property owner(s) sign an Acknowledgement of Conditions for Mitigation of Property in an SFHA with FEMA Grant Funds form and providing the form to FEMA prior to award or final approval. This form is available on the FEMA website at <http://www.fema.gov/library/viewRecord.do?id=3592> or can be provided by the appropriate FEMA Regional Office. Properties that do not meet these requirements will not be eligible to receive assistance under the HMA programs.

e. If an approved Hazard Mitigation project affects the accuracy of an applicable Flood Insurance Rate Map (FIRM) or requires a map amendment to meet a locally adopted floodplain management ordinance, the subrecipient is responsible for ensuring that the appropriate map amendments or revisions are made. Costs associated with these map amendments are to be identified in the cost estimate section of a subaward application and may be eligible costs under the HMA programs.

5) DUPLICATION OF BENEFITS PROHIBITED.

a. The Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subrecipient receive any other duplicate benefits from any source whatsoever.

b. The Subrecipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any work for which the Subrecipient has received payment from the Recipient.

c. The Subrecipient agrees to notify the Recipient in writing within 30 days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Subrecipient has received duplicate benefits, the Subrecipient gives the Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subrecipient, and to use such remedies as may be available administratively or at law to recover such benefits.

6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

- a. The Subrecipient is responsible for the implementation and completion of the approved subawards in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.
- b. The Subrecipient must ensure that eligible work complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.
- c. The Subrecipient, if appropriate for the subaward, should engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all subaward sites as may be needed to ensure that the subaward complies with the contract documents.

7) SUBAWARD DOCUMENTATION REQUIREMENTS

a. Before FEMA will approve a subaward, the Subrecipient must submit a subapplication with the following, completed, components:

1. Scope of Work (SOW) that must be detailed,
2. Work Schedule that covers three (3) years or *less* and is inclusive of all administrative actions related to the subaward,
3. Cost Estimate that provides a detailed budget supporting the SOW and documenting the non-federal cost share (lump sum budgets are not allowed),
4. Cost Share that meets program eligibility requirements,
5. FEMA-approved benefit cost analysis (BCA) or alternative cost-effectiveness documentation showing that the project is feasible and effective as demonstrated through conformance with accepted engineering practices, established codes, standards, modeling techniques, or best practices,
6. Environmental & Historical Preservation (EHP) Compliance that includes information and documentation for each property identified in the subaward to demonstrate conformance with all applicable laws and regulations, as well as demonstrating that the subaward avoids or minimizes harm to the environment and is the best alternative from the range of options considered, and

b. The Subrecipient must create and maintain documentation of work performed and costs incurred on each subaward site identified in a subapplication sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Recipient determines the Subrecipient has failed to create and maintain such documentation, the Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subrecipient must, within sixty (60) days of receipt of Notice by the Recipient, reimburse the Recipient for all payments disbursed to the Subrecipient, together with any and all accrued interest.

i. Failure of the Recipient to terminate funding when a Subrecipient's breach is discovered does not act as a waiver of the Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.

c. The Subrecipient understands that payment is dependent upon satisfactory adherence to the governing federal and state documentation requirements specified in this agreement and hereby agrees to submit the following documentation for all subawards (found at <http://louisianahm.com/site/resources.cfm>), as applicable:

Force Account Labor (FAL) Summary Record Form (FF 90-123):

1. Applicant Benefits Calculations Worksheet (FF 90-123), and

Force Account Equipment (FAE) Summary Record Form (FF 90-127):

1. Total equipment hours for each piece of equipment utilized not exceeding total hours charged for equipment operator's time, and
2. Evidence that FEMA's approved equipment rates or rates less than FEMA's rates were used.
3. If the equipment requires an operator, be sure to cross reference equipment time and labor time from the section above.

Materials Summary Record Form (FF90-124):

1. Itemized invoices and/or receipts for all items including, but not limited to, descriptions of items purchased (e.g. serial numbers, or other identifying information), costs, dates, vendors, and invoice/receipt numbers; and
2. Documentation indicating that federal procurement regulations were followed, including but not limited to, copies of request for proposals (RFPs), responses to RFPs, price quotes, and bid tabulations. If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs. (This is not required for micropurchases (<\$10,000).

Rented Equipment Summary Record Form (FF 90-125):

1. Itemized invoices and/or receipts for all items including, but not limited to, descriptions of items purchased/rented (e.g. serial numbers, or other identifying information: costs, dates, vendors, and invoice/receipts numbers);
2. Copies of all rental agreements/contracts; and
3. Documentation indicating that federal procurement regulations were followed, including but not limited to, copies of requests for proposals (RFPs), responses to RFPs, price, quotes and bid tabulations. If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs.

Contract Work Summary Record Form (FF 90-126):

1. Copies of contracts, requests for proposals (RFPs), requests for qualifications (RFQs), responses to RFPs/RFQs, scoring sheets, price quotes, bid tabulations and bid performance and payment bonds (when required). If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs.

2. Copies of itemized invoices and/or receipts in sufficient detail to evidence items claimed, worked performed, costs incurred, and vendor descriptions. Include invoices for any administrative functions performed by the contractor toward the management of the grant.

d. The Recipient will use its authority to submit a request for subaward closeout if the Subrecipient has identified the subaward as complete but has failed to submit the request for closeout or provide support for their final claim.

8) PAYMENT

The Recipient agrees to disburse the eligible costs to the Subrecipient in accordance with the following procedures:

Funding for Subawards: Although subaward funding must be based on documented actual costs, most subawards are initially approved based on estimated costs. Funds are made available to the Subrecipient when work is in progress and funds have been expended with documentation of costs. When all work associated with the subaward is complete, the applicant should submit their final claim. The State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.

The Recipient agrees to reimburse the Subrecipient for the federal share of the eligible costs for subawards as soon as practicable after execution of this Agreement, formal notification by FEMA of its approval of the pertinent subaward, and submission of a Reimbursement Request Form (RRF) by the Subrecipient. The submission from the Subrecipient requesting this reimbursement must include items in section 7 as applicable.

In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.

Final Payment: The Recipient agrees to disburse the final payment to the Subrecipient upon satisfaction of the following conditions:

a. the Subrecipient must have completed all activities in accordance with the terms of the subaward, including the scope of work, budget, period of performance, and final reimbursement request; and

b. the Subrecipient must have submitted the documentation required by this Agreement;

9) RECORDS MAINTENANCE.

a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:

i. The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as codified in 2 C.F.R. and 44 C.F.R., as amended.

b. The Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations. Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report for project completion as certified by the pass-through entity. The only exceptions are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.

(v) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or

computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

c. All records, reports, documents and other material delivered or transmitted to GOHSEP by the Subrecipient shall remain the property of GOHSEP. All records, reports, documents, or other material related to this Agreement and/or obtained, prepared, and maintained by the Subrecipient in connection with the performance of the services contracted for herein shall be the property of the Sub-recipient. The Subrecipient shall maintain and provide FEMA, GOHSEP, or any other Federal or State agency access to original documentation throughout the life of the grant and must retain it for a minimum period of three years after submitting its final financial report to GOHSEP.

d. The Subrecipient and its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Recipient, the State of Louisiana, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

10) REPAYMENT BY SUBRECIPIENT.

a. If upon final inspection, final audit, or other review by the Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subrecipient under this Agreement exceed the eligible costs, the Subrecipient must reimburse to the Recipient the amount by which the total disbursements exceed the eligible costs no later than sixty (60) days from the date the Subrecipient receives notice of such determination.

b. All refunds or repayments owing to the Recipient under this Agreement are to be made payable to the order of Governor's Office of Homeland Security & Emergency Preparedness and mailed directly to:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Accounts Receivable
7667 Independence Blvd.
Baton Rouge, LA 70806

Upon notification by GOHSEP, Subrecipient agrees that funds it receives through the FEMA HMGP program, which FEMA determines to be ineligible, shall constitute a debt to the State of Louisiana as represented by GOHSEP. This deobligated amount/debt shall be payable to GOHSEP within 60 days from the date of demand. Failure to repay any amount within 60 days from the date of demand shall result in the amount being due and owing and shall constitute a final delinquent debt due by the Subrecipient to GOHSEP and shall be collected pursuant to LA RS 47:1676(G)-(K).

11) AUDIT

a. Any Subrecipient that expends \$750,000 or more during the entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. The Subrecipient is

required to perform a single or program-specific audit under the Single Audit Act and shall follow the audit requirements in Subpart F of 2 C.F.R. Part 200.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, the parties may use, but are not limited to the use of, Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the "Yellow Book," means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to GOHSEP of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after GOHSEP has notified the Subrecipient of such noncompliance.

e. The Subrecipient shall have all audits completed by an independent auditor. The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by GOHSEP no later than nine months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall ensure that copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, are forwarded to GOHSEP at the following address:

VIA EMAIL:

gohsepsrm@la.gov

VIA MAIL:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Subrecipient Monitoring
7667 Independence Blvd.
Baton Rouge, LA 70806

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Subrecipient shall ensure that any management letter issued by auditors is sent to GOHSEP at the following address:

VIA EMAIL:

gohsepsrm@la.gov

VIA MAIL:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Subrecipient Monitoring
7667 Independence Blvd.
Baton Rouge, LA 70806

12) NONDISCRIMINATION BY CONTRACTORS.

a. Pursuant to 44 C.F.R. §§7 and 16, and 44 C.F.R. §206.11, the Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subrecipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

13) MODIFICATION AND TIME FOR PERFORMANCE.

a. Any amendments to, or modification of, the budget or scope of work for a subaward approved under this grant must be in writing, and subject to the same terms and conditions as those set out in the initial subapplication, and must take effect only upon execution by both parties.

b. Modifications to any subaward to be funded under this Agreement may be requested by the Subrecipient through the Recipient. The approval of a modification to a scope of work is at the sole discretion of FEMA. GOHSEP may approve certain budgetary modifications related to direct costs, construction costs, cost overruns/underruns, and contingencies.

c. The time allowed for the performance of eligible mitigation work, to include closeout of the subaward, is three (3) years from the close of the application period, unless extended by FEMA.

d. Modifications involving amending the period of performance must be in writing, and subject to the same terms and conditions as those set out in the initial subapplication, and must take effect only upon execution by both parties.

e. If any period of performance amendment request is denied by the Recipient, or is not sought by the Subrecipient, reimbursement is only available for eligible subaward costs incurred within the approved period of performance.

f. Any approved modification to the time for completion must be noted in an amendment to the subaward.

g. Failure to complete a subaward is adequate cause for the termination of funding for that subaward and require reimbursement to the Recipient of any and all subaward costs.

14) CONTRACTS WITH OTHERS.

- a. If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Recipient, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.
- b. Copies of all procurement documents and resulting contracts must be uploaded into LouisianaHM.com by the Subrecipient.
- c. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§200.317-.326 and Appendix II.
- d. GOHSEP attorneys offer training on procurement regulations, and will visit Subrecipients' locations in order to conduct this training. Additionally, at a Subrecipient's request, GOHSEP attorneys will review their procurement documentation to offer advice on regulatory compliance.

15) LIABILITY.

- a. The Recipient assumes no liability to third parties in connection with this Agreement.
- b. For the purpose of this Agreement, the Recipient and the Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c. Nothing in this Agreement is to be construed as a waiver by the Recipient or the Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d. The Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its subaward site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.
- e. The Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.
- f. The Subrecipient acknowledges that this Agreement is intended for the benefit of the Subrecipient and GOHSEP and the Subrecipient affirms that this Agreement does not confer any rights upon a third party. By voluntarily participating in the FEMA HMGP Program, the Subrecipient hereby agrees to release, indemnify, and hold harmless the United States, and its

agents and employees, the State of Louisiana, and its agents and employees from and against any and all claims, lawsuits, demands, causes of action, liability, damages, losses and expenses of any kind whatsoever, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or resulting from the receipt of any federal funds and any actions relating therein (i.e. a contract by a Subrecipient with a third party).

16) REPORTS.

a. The Subrecipient must provide Quarterly Reports to the Recipient on the Quarterly Report Form available in LouisianaHM.com.

b. The first Quarterly Report is due within fifteen (15) days after the close of the quarter in which the subaward is approved. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA.

Quarterly Reports must indicate the anticipated completion date (this is not the approved end of period of performance, but the date the Subrecipient actually expects the scope of work to be complete for each subaward) and the contractor's progress in performing its work, together with any other circumstances that may affect the completion date, the scope of work, the subaward costs, or any other factors that may affect compliance with this Agreement.

c. The Recipient may require additional reports as needed, in which case the Subrecipient must provide any such additional reports as soon as practicable.

d. If the reports required under this section are not completed with all required information and timely submitted, the Recipient may withhold payments payable to the Subrecipient from any funding agreement.

17) MONITORING.

a. The Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.

b. The Subrecipient, by its decision to participate in the FEMA HMGP, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the fiduciary of such federal funding, reserves the right to demand that the Subrecipient comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

c. In addition to reviews of audits conducted in accordance with 2 C.F.R. as revised, monitoring procedures may include, but are not limited to, on-site visits by the Recipient or its agent, and/or other procedures deemed necessary by the Recipient or FEMA. By entering into this agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope of audit is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient regarding such audit.

e. The Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the State and/or FEMA auditors.

f. The Subrecipient must review its contacts in LouisianaHM.com each quarter and submit requests for updates if necessitated by staff changes.

g. The Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

h. If feasible, the Recipient will conduct interim inspections requested by the Subrecipient.

i. To ensure that all work has been performed within the scope of work specified on the subapplications, the Recipient may conduct final inspections on all subawards. Work determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed or, if it was already paid, could be deobligated and funds returned to Recipient.

18) SUBAWARD CLOSEOUT

a. For all subawards, the Subrecipient must submit a Request for Closeout through LouisianaHM.com and include a final accounting and support for all costs claimed.

b. The Subrecipient must submit a closeout request in LouisianaHM.com no later 90 days prior to the end of the POP to allow the Recipient time to perform all necessary closeout functions within the POP. Final payment can be processed concurrently with closeout, but LouisianaHM must contain all documentation needed for both final payment and closeout, including a final detailed expenditure report, plans, final elevation certificates, proof of current flood insurance on all structures that remain in the SFHA, cancelled checks, Certificates of Occupancy, and recorded deed restrictions, as applicable.

c. The Recipient will verify all eligible expenditures and completion of the approved scope of work through a review of all project documentation, including but not limited to project amendments, payments, project completion certifications, duplication of benefits, proof of insurance, and the final inspection report. The Recipient will submit a closeout package containing the final expenditure report and all other applicable subaward closeout documentation to FEMA for final closeout review. Any federal amounts paid to the Subrecipient on work determined to be ineligible or out of scope will be reduced from the final eligible costs, deobligated by FEMA, and GOHSEP will issue a request for a return of funds from the Subrecipient.

d. Final Expenditure Report- The Subrecipient must maintain financial records, supporting documents, and all other records pertinent to the Federal award for at least 3 years from the date of the Recipient's submission of the final expenditure report to FEMA, in accordance with Stafford Act Sec. 705(a)(1).

19) MANDATED CONDITIONS.

a. The Subrecipient understands and agrees that:

i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.

ii. The Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of LA R.S. 44:1 *et. seq.* that are made or received by the Subrecipient or its contractors and subcontractors in connection with this Agreement.

iii. No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Louisiana Legislature or any State agency.

iv. Responsibility for compliance with this Agreement rests with the Subrecipient, who further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subrecipient Agreements.

v. It will be knowledgeable of and apply all applicable federal, state, and local laws and federal policies which govern the FEMA HMGP Program. The Subrecipient agrees to comply with the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et. seq.*) in carrying out the provisions of this Agreement.

vi. The Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers in violation of the employment provisions contained in 8 U.S.C. §1324a(e) [§74A(e) of the Immigration and Nationality Act ("INA")], and the Recipient considers the employment of unauthorized aliens by any contractor a violation of §274A(e) of the INA. Such violation by the Subrecipient is grounds for unilateral cancellation of this Agreement by the Recipient.

vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.

viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

20) CERTIFICATIONS.

a. The Subrecipient certifies that:

i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.

ii. The individual executing this Agreement on Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subrecipient to its terms.

iii. With respect to any Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and

3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or

b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

b. The Subrecipient certifies that to the best of its knowledge and belief:

i. No federally appropriated funds have been or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

i. Subrecipient understands that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," pursuant to 31 USC 1352 in accordance with its instructions.

ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.

c. The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers (including subcontracts, subawards, contracts under grants, loans, and cooperative agreements) and that all Subrecipients must certify and disclose accordingly. The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

i. Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. For all subawards, the Subrecipient will be required to certify that all work was performed in accordance with this HMGP Funding Agreement and the requirements in each subaward, and must be able to provide the date(s) of completion.

21) TERM.

a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.

i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.

b. The Subrecipient agrees to commence work on the subaward(s) specified by this Agreement without delay.

22) DEFAULT, REMEDIES, AND TERMINATION.

a. Upon the occurrence of any one or more of the following events the Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Recipient to disburse further funds under this Agreement terminate at the option of the Recipient:

i. The determination that any representation by the Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subrecipient is unable or unwilling to meet its obligations under this Agreement;

ii. the Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Recipient;

iii. any reports required by this Agreement have not been submitted to the Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or

iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress, or Office of Management and Budget.

b. Notwithstanding the preceding, the Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.

c. Upon the occurrence of any one or more of the foregoing events, the Recipient may at its option give notice in writing to the Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subrecipient to cure, the Recipient may exercise any one or more of the following remedies:

i. terminate this Agreement upon not less than thirty (30) days notice of such termination after delivery by certified letter to the Subrecipient at the address specified in Attachment "B" of this Agreement;

ii. commence an action in law or in equity for the judicial enforcement of this Agreement;

iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subrecipient pursuant this Agreement; and

iv. take any other actions that may otherwise be available in law or in equity.

d. Upon the rescission, suspension or termination of this Agreement, the Subrecipient must refund to the Recipient all funds disbursed to the Subrecipient under this Agreement.

e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Recipient does not relieve the Subrecipient of liability to the Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and the Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subrecipient under this Agreement until such time as the exact amount of restitution due the Recipient from the Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient must repay such funds to the Recipient within 60 days. Any deobligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.

f. If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient must withhold any disbursement otherwise due the Subrecipient for the subaward with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution.

If the violation is not cured, the Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

g. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to the Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

h. Any failure by the Subrecipient to comply with the aforementioned legal and policy obligations shall be grounds for either partly or wholly suspending or terminating any and all payments including and up to termination of this Agreement in accordance with 2 C.F.R. 200.338 and 2 C.F.R. 200.339.

23) ATTACHMENTS.

a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.

c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Recipient as necessary or posted on the Recipient's website at www.LouisianaHM.com.

24) HEADINGS.

a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

- a. This contract is governed by, and must be construed in accordance with, the laws of the State of Louisiana, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Louisiana.
- b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Recipient or the Subrecipient, relating to or arising out of this contract must be brought in the 19th Judicial District Court, East Baton Rouge Parish, Louisiana and venue will lie therein.

26) ATTORNEY FEES.

- a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) DESIGNATION OF AGENT.

- a. The Subrecipient must complete Attachment "B" by designating *at least* three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient.
- b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team. The Subrecipient will review the contacts list at least quarterly to ensure that the names are still valid.
- c. In the event the Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a new designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from LouisianaHM.com may not be received and could result in failure to meet time periods to appeal a Federal determination.

28) NOTICE AND CONTACT.

All notices and other communications pertaining to this Agreement shall be written and/or in an electronic format and shall be transmitted either by electronic mail, personal hand delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

ATTN:
Assistant Deputy Director- Hazard Mitigation Assistance
Governor's Office of Homeland Security and
Emergency Preparedness
7667 Independence Blvd
Baton Rouge, Louisiana 70806
sean.wvatt@la.gov

All notices required to be made to the Subrecipient under this Agreement must be in writing and must be delivered by email, by hand, or by certified letter to the Subrecipient at the address indicated in Attachment "B" which the Subrecipient must complete and submit with this Agreement.

29) FEDERALLY FUNDED SUB-AWARD.

a. This Agreement and the subapplication combine to form a Federally Funded Sub-award and Grant Agreement.

IN WITNESS WHEREOF, the Recipient and the Subrecipient have executed this Agreement:

FOR THE RECIPIENT:

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY
PREPAREDNESS

 / CARY TINGLE
GOHSEP Director OR Authorized Representative (Sign / Print)

Date 8/1/2022

FOR THE SUBRECIPIENT:

 Hon. Gordon E. Dove
Authorized Agent (Sign / Print)

Mike Toups
Parish Manager
Authorized Designee
Record #1627089

Date 8/1/22

DUNS Number: 075077511

Federal Employer Identification Number (FEIN): 72-6001390

Exhibits:

- A) W-9 - Request for Taxpayer Identification Number and Certification
- B) Designation of Authority with Instructions
- C-1) Non-Construction Assurances (as applicable)
- C-2) Construction Assurances (as applicable)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(i). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN,

ATTACHMENT A

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

ATTACHMENT A

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT B

Designation of Authority

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subrecipient's Primary Agent and Alternate Agent to access the LouisianaHM.com system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the HM Funding Agreement for each disaster/emergency declaration or grant approval. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Agent, Primary Agent or Alternate can request a change in contacts via email to the state team; a note should be entered in LouisianaHM.com if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if *all* authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from LouisianaHM.com as the contacts listed are replaced in the system, not supplemented. All users must log in on a quarterly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the LouisianaHM.com Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the LouisianaHM.com system within 24 hours of being notified or their account will lock them out. Each user must log in within a 90-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the link on the home page. Users who are granted a role that includes full access will have the ability to edit, upload and submit data and documents on your behalf within Reimbursement Requests, Project Closeouts, Time Extensions, Project Version Requests, Quarterly Reports and Appeals sections of your account within LouisianaHM.com.

The form is divided into twelve blocks. The first three blocks must be completed and must identify three separate agents. Each agent must provide a separate email address in order to add them to LouisianaHM.com. The agents must also provide their written signatures in their individual blocks. The remaining blocks may be used to identify other agents or other duties of your listed agents.

Block 1: "Authorized Agent" (Full Access)– This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

- a. **Corporation:** the chair of the board of directors or president;
- b. **City:** the mayor or city manager;
- c. **Parish or Police Jury:** the parish president or Policy Jury President;
- d. **School Board:** the superintendent;
- e. **Fire District:** the district chief;
- f. **Special Districts:** the executive director;
- g. **Institution of Higher Education:** the president of the institution;
- h. **Charter School:** the chair of the board of directors;
- i. **Sheriff's Office:** the sheriff;
- j. **State Agencies:** the Secretary or Director of the Agency;
- k. All other Subgrantee/Subrecipients: the chief executive officer of the entity.

ATTACHMENT B

Block 2: "Primary Agent" (Full Access) – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and signing and submitting reports/requests in LouisianaHM.com. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" (Full Access) – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historical" (Full Access). Providing these contacts is helpful in the coordination and communication required between state and local subject matter experts for the topic specified. You may enter the name and information of a previously-listed agent in these blocks to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in LouisianaHM.com.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/RECIPIENT HAZARD MITIGATION PROGRAM
LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS**

Subrecipient:

Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
--	---

Agent's Name Gordon E. Dove	Agent's Name Jennifer Gerbasi
Organization / Official Position Parish President	Organization / Official Position Division Manager/Recovery Planner, TPCG
Mailing Address 8026 Main Street, 7th Floor	Mailing Address 8026 Main Street, Suite 202
City, State, Zip Houma, LA 70360	City, State, Zip Houma, LA 70360
Daytime Telephone 985-873-6401	Daytime Telephone 985-873-6565
E-mail Address gdove@tpcg.org	E-mail Address jgerbasi@tpcg.org

Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
---	--

Agent's Name Craig Comeaux	User's Name Felicia Aubert
Organization / Official Position Senior Project Manager, BBEC	Organization / Official Position Accountant, TPCG
Mailing Address 8209 Canal Street	Mailing Address 8026 Main Street, 3rd Floor
City, State, Zip Metairie, Louisiana, 70005	City, State, Zip Houma, LA 70360
Daytime Telephone 504-234-8357	Daytime Telephone 985-873-6733
E-mail Address ccomeaux@bbecllc.com	E-mail Address faubert@tpcg.org


Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historical (Full Access)
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User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Hazard Mitigation on behalf of the Subrecipient for the purpose of obtaining certain Recipient and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Subrecipient in all dealings with the State of Louisiana, Recipient, for all matters pertaining to such disaster assistance previously signed and executed by the Recipient and Subrecipient. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Subrecipient Authorized Agent

Signature Date


8.1.22

Mike Coups
Parish Manager
Authorized Designee
Record #1627089

DESIGNATION OF AUTHORITY (AGENTS) FEMA/RECIPIENT HAZARD MITIGATION PROGRAM LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS	
Subrecipient:	Date:
Box 7: Other (Read Only Access)	Box 8: Other (Read Only Access)
User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: Other (Read Only Access)	Box 10: Other (Read Only Access)
User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: Other (Read Only Access)	Box 12: Other (Read Only Access)
User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Subrecipient's Fiscal Year (FY) Start: Month: _____ Day: _____	
Subrecipient's Federal Employer's Identification Number (EIN) _____ - _____	
Subrecipient's Recipient Cognizant Agency for Single Audit Purposes: Governor's Office of Homeland Security and Emergency Preparedness	
Subrecipient's: FIPS Number (If Known) _____ - _____	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in LouisianaHM.com will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

ATTACHMENT C-1**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.


NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

ATTACHMENT C-1

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations "
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Parish President Mike Toups Parish Manager Authorized Designee Record #1627089
APPLICANT ORGANIZATION	DATE SUBMITTED
Terrebonne Parish Consolidated Government	8/1/22

ATTACHMENT C-2

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.


NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT C-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
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16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Parish President Mika Toups Parish Manager Authorized Designee Record #1627089
APPLICANT ORGANIZATION	DATE SUBMITTED
Terrebonne Parish Consolidated Government	8/1/22



Monday, October 28, 2024

Item Title:

West Tunnel Lofts. LLC CDBG Disaster Loan

Item Summary:

RESOLUTION: Loaning housing program income funds and committing project-based vouchers to West Tunnel Lofts, LLC. in an amount not to exceed \$1,000,000 for the construction of an affordable multi-family housing development at 1368 West Tunnel Boulevard, Houma, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Ex Summary	10/18/2024	Executive Summary
Resolution	10/18/2024	Resolution
Agreement	10/18/2024	Backup Material
Backup	10/18/2024	Backup Material
Backup	10/18/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
West Tunnel Lofts, LLC CDBG Disaster Loan
PROJECT SUMMARY (200 WORDS OR LESS)
A resolution to loan housing program income funds and commit project based vouchers to West Tunnel Lofts, LLC. in an amount not to exceed \$1,000,000 for the construction of an affordable multi-family housing development at 1368 West Tunnel Boulevard, Houma, Louisiana.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Terrebonne Parish Consolidated Government is committed to addressing the affordable housing crisis created by Hurricane Ida; and	
TOTAL EXPENDITURE	
\$1,000,000	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<input checked="" type="radio"/> YES	IF YES AMOUNT BUDGETED: \$1,000,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

<input checked="" type="radio"/> PARISHWIDE	1	2	3	4	5	6	7	8	9
---	---	---	---	---	---	---	---	---	---

Location

John Kanabo

Signature

Date

10/17/2024

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution to loan housing program income funds and commit project based vouchers to West Tunnel Lofts, LLC. in an amount not to exceed \$1,000,000 for the construction of an affordable multi-family housing development at 1368 West Tunnel Boulevard, Houma, Louisiana.

WHEREAS, Terrebonne Parish Consolidated Government is committed to addressing the affordable housing crisis created by Hurricane Ida; and

WHEREAS, the Terrebonne Parish Consolidated Government Department of Housing and Human Services has developed housing programs that generate program income for the sole purpose of reinvesting in affordable housing; and

WHEREAS, West Tunnel Lofts was awarded CDBG Disaster funds from the Louisiana Housing Corporation dedicated to addressing Terrebonne Parish's affordable housing needs in the aftermath of Hurricane Ida; and

WHEREAS, the loan from housing program income and project based vouchers from Terrebonne Parish Consolidated Government will provide the gap funding necessary for West Tunnel Lofts, LLC to develop forty new units of affordable housing in Terrebonne Parish; and

WHEREAS, Terrebonne Parish Consolidated Government shall disburse \$500,000 at loan closing and enter into a Housing Assistance Payments Contract for 10 project based vouchers prior to completion of construction; and

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of Terrebonne Parish Consolidated Government, and the Parish President, does hereby agree to loan housing program income funds and provide 10 project based vouchers in an amount not to exceed \$1,000,000 to West Tunnel Lofts, LLC for the construction of an affordable forty unit housing development at 1368 West Tunnel Boulevard, Houma, Louisiana.

BE IT FURTHER RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does, hereby authorize the Parish President to execute all agreements in this regard.

Prepared by, and after recording return to:
Elkins, PLC
201 St. Charles Avenue, Suite 4400
New Orleans, LA 70170
Attention: Shawn J. Richard

LEASEHOLD MORTGAGE, SECURITY AGREEMENT, AND PLEDGE OF LEASES AND RENTS BY WEST TUNNEL LOFTS, LLC IN FAVOR OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT	UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF TERREBONNE
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BE IT KNOWN, that on November [DATE], 2024, before me, the undersigned Notary Public duly commissioned and qualified, personally came and appeared:

West Tunnel Lofts, LLC, a Louisiana limited liability company (EIN xx-xxx8012), appearing herein through West Tunnel Lofts Manager, LLC, a Louisiana limited liability company, its managing member, in turn appearing herein through HRI West Tunnel Lofts, LLC, a Louisiana limited liability company, its managing member, in turn appearing herein through HRI Communities, LLC, a Louisiana limited liability company, its managing member, in turn appearing herein through Historic Restoration, Incorporated, a Louisiana corporation, its manager, in turn appearing herein through A. Thomas Leonhard, Jr, its Duly Authorized Agent, duly authorized pursuant to the written consent attached hereto, whose mailing address is 812 Gravier Street, Suite 200, New Orleans, Louisiana 70112 ("Borrower"),

who declared as follows:

Borrower is indebted to Terrebonne Parish Consolidated Government, a public body corporate and politic constituting a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361 ("Lender"), as evidenced by that certain Promissory Note made by Borrower in favor of Lender of even date herewith (the "Note"), in the aggregate principal amount of up to One Million and 00/100 Dollars (\$1,000,000.00) (the "Indebtedness"), which is secured by this Leasehold Mortgage, Security Agreement, and Pledge of Leases and Rents (this "Mortgage").

Section 1 Hypothecation. In order to secure the full and punctual payment and performance of the Indebtedness and the performance of the covenants and agreements of Borrower contained in the Note, Borrower hereby mortgages, pledges, assigns, hypothecates, and grants a continuing security interest in, to Lender, Borrower's leasehold interest in the Mortgaged Property (as defined below), including the land located in the Parish of Terrebonne, State of Louisiana and described on Exhibit A.

Section 2 Mortgaged Property. All Borrower's present and future right, title, and leasehold interest in and to all of the following (collectively, the "Mortgaged Property"):

- (a) the leasehold interest in the immovable property located in Terrebonne Parish, State of Louisiana, and described on Exhibit A (the "Land");
- (b) the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions (the "Improvements");

- (c) all property which is so attached to the Land or the Improvements as to constitute an integral or component part, or a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the “Fixtures”);
- (d) all equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible (corporeal) personal (movable) property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible (incorporeal) property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the “Personalty”);
- (e) all present and future leases, subleases, or other possessory interests now or hereafter in force, covering or affecting the Mortgaged Property, or any portion thereof, together with all modifications, extensions or renewals thereof (the “Leases”);
- (f) all rents, revenues, or other income or profits of the Land or the Improvements, including rents, security deposits, and other sums due or becoming due under the Leases (the “Rents”);
- (g) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, servitudes, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (h) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property;
- (i) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (j) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

- (k) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds, including, without limitation, proceeds from policies of insurance pursuant to Louisiana Revised Statutes 9:5386;
- (l) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Mortgage;
- (m) all refunds or rebates of impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Mortgage is dated); and
- (n) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

Section 3 Pledge of Leases and Rents. In order to secure the full and punctual payment and performance of all present and future Indebtedness and the performance of the covenants and agreements of Borrower contained in the Note, Borrower does hereby assign and pledge to Lender, and grant a continuing security interest in, all of Borrower's right, title and interest in and to the Leases and the Rents. The rights assigned by this Mortgage include, without limitation, all of Borrower's right, power, privilege, and option to modify, amend or terminate the Leases, or waive or release the performance or satisfaction of any duty or obligation of any tenant under the Leases.

Section 4 Uniform Commercial Code Security Agreement. This Mortgage is also a security agreement under the Louisiana Commercial Laws, Louisiana Revised Statutes Title 10, Sections 1-101, *et seq.* (the "UCC") for any of the Mortgaged Property which, under applicable law, may be subject to a security interest under the UCC, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively, the "UCC Collateral"), and Borrower hereby grants to Lender a security interest in the UCC Collateral. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may require. Without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the UCC, in addition to all remedies provided by this Mortgage or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Mortgage constitutes a financing statement with respect to any part of the Mortgaged Property which is or may become a Fixture.

Section 5 Maximum Amount. The maximum amount of the Indebtedness that may be outstanding at any time and from time to time that this Mortgage secures, including without limitation as a mortgage, as a collateral assignment and as a security agreement, including all principal and any expenses incurred by Lender and all other amounts included within the Indebtedness, is Ten Million and 00/100 Dollars (\$10,000,000.00).

Section 6 Duration of Mortgage. This Mortgage will remain in effect until: (i) all of the amounts, liabilities, and obligations, present and future, comprising the Indebtedness are fully paid and satisfied and there is no agreement or commitment to advance any additional Indebtedness; and (ii) all of the covenants and agreements of Borrower contained herein and in the Note have been satisfied. When all of the Indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness, Borrower may request Lender to sign a written cancellation instrument by writing Lender at the below address or at such other address as Lender may advise. Lender may delay providing Borrower with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Borrower's written request, or such longer time as may be necessary for Lender to verify that all conditions precedent for mortgage cancellation have been satisfied.

Section 7 Sale or Refinancing. In accordance with the Note, repayment in full of the outstanding principal on the Note is due upon the sale or refinancing of the Project (as that term is defined in the Note), provided that such refinancing shall not include the refinancing of all or any part of any existing loan secured by a mortgage, including reasonable and necessary costs associated with the closing and/or the refinancing.

Section 8 Further Assurances. Borrower will keep the lien of this Mortgage valid and unimpaired. Borrower will promptly (and in no event later than thirty (30) days after receipt of written notice from Lender) cure any defects in the creation, execution and delivery of this Mortgage. Borrower at its expense will promptly execute and deliver to Lender upon request all such other and further documents, agreements and instruments in compliance with or accomplishment of the covenants and agreements of Borrower in this Mortgage or to further evidence and more fully describe the Mortgaged Property or more fully state the security obligations set out herein, or to perfect, protect or preserve any liens created pursuant to this Mortgage, or to make any recordings, to file any notices, or obtain any consents as may be necessary or appropriate in connection with the transactions contemplated by this Mortgage.

Section 9 Insurance. Borrower shall maintain, at its sole expense, and/or cause others to maintain, at their sole expense, all-risk property insurance covering the Mortgaged Property insuring against perils typically covered by property insurance in an amount not less than the full replacement value of the Mortgaged Property. Should the Mortgaged Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Borrower agrees to obtain and maintain Federal Flood Insurance, for the full unpaid principal balance of the loan and any prior liens on the Mortgaged Property, up to the maximum policy limits set under the National Flood Insurance Program, and to maintain such insurance for the term of the Loan. Borrower agrees to provide Lender with certificates of insurance for such policies of insurance, including all renewal or replacement policies of insurance, if requested by Lender.

Section 10 Taxes and Liens. Borrower shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the Mortgaged Property or against Borrower.

Section 11 Sale. Except as otherwise provided in Section 12, Borrower will not sell, exchange, or otherwise dispose of any portion of the Mortgaged Property without Lender's prior written consent.

Section 12 Prohibitions Regarding Mortgaged Property. So long as this Mortgage remains in effect, Borrower shall not, without the prior written consent of Lender, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Lender's security interests and rights in and to the Mortgaged Property, or create or permit to exist any mortgage, lien, privilege, or other contractual and/or statutory security interest or right ("Encumbrance") in or against any of the Mortgaged Property, in favor of any person other than Lender, except for those matters set forth on Exhibit B (the "Permitted Encumbrances"). Notwithstanding anything to the contrary herein, in no event shall any of the following constitute a sale or transfer of the Mortgaged Property for purposes of this Mortgage: (i) the pledge by the managing member of Borrower of such managing member's interest in Borrower to Investor Member (as such term is defined in the Amended and Restated Operating Agreement of Borrower dated as of the date hereof (the "Operating Agreement")) as security for the performance of all of the managing member's obligations under the Operating Agreement; (ii) a sale, transfer, pledge, encumbrance or other disposition of Investor Member's interest in Borrower (which shall not require Lender's consent); (iii) the change in the managing member of Borrower as managing member of Borrower in accordance with the terms of the Operating Agreement (which shall not require Lender's consent); and (iv) the purchase of the Mortgaged Property by the managing member of Borrower following the end of the Compliance Period (as defined in the Operating Agreement) in accordance with the terms of the Operating Agreement.

Section 13 Representations and Warranties Concerning the Mortgaged Property. Except as previously disclosed to Lender in writing and for the Permitted Encumbrances, Borrower represents and warrants that: (i) Borrower is and will continue to be the lawful leasehold owner of the Mortgaged Property; (ii) Borrower has the right to mortgage the Mortgaged Property to Lender; (iii) as of the time this Mortgage is recorded, there are no Encumbrances affecting the

Mortgaged Property other than the Permitted Encumbrances; and (iv) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity, except as provided in Section 40. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above.

Section 14 Possession and Maintenance of the Mortgaged Property. Borrower agrees that Borrower's possession and use of the Mortgaged Property shall be governed by the following provisions:

- (a) **Use of Mortgaged Property.** Borrower shall not use the Mortgaged Property and shall not permit others to use the Mortgaged Property, for any purpose or purposes other than those previously disclosed to Lender in writing, and in no event shall any of the Mortgaged Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Borrower additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the Mortgaged Property or any part or parts thereof. Borrower shall not permit the Mortgaged Property, or any portion thereof, to be used by the public and others as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Mortgaged Property.
- (b) **Compliance with Applicable Laws and Regulations.** Borrower shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state, parochial and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Mortgaged Property and its use.
- (c) **Compliance with Agreements.** Borrower shall further promptly perform and observe, and shall cause its agents, employees, and contractors to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Mortgaged Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Borrower, or upon any lessee or other occupant of the Mortgaged Property. Borrower shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the Mortgaged Property.
- (d) **Abandonment of Property.** Borrower shall not, nor shall Borrower permit others to abandon, commit waste, or destroy the Mortgaged Property, or any part or parts thereof.

Section 15 Encumbrances. The following provisions relating to Encumbrances on the Mortgaged Property are a part of this Mortgage:

- (a) **Prior Encumbrances.** To the extent applicable, Borrower shall fully and timely perform any and all of Borrower's obligations under any prior Encumbrances affecting the Mortgaged Property. Without limiting the foregoing, Borrower shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Borrower shall further promptly notify Lender in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Borrower shall further not modify or extend any of the terms of any Permitted Encumbrances.
- (b) **Future Encumbrances.** Borrower shall not, without the prior written consent of Lender, grant any Encumbrance that may affect the Mortgaged Property, or any part or parts thereof, nor shall Borrower permit or consent to any Encumbrance attaching to or being filed against any of the Mortgaged Property in favor of anyone other than Lender. Borrower shall further promptly pay when due all statements

and charges of mechanics, materialmen, laborers and other incurred in connection with the alteration, improvement, repair, and maintenance of the Mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Mortgaged Property or any of Borrower's rights.

- (c) **Notice of Encumbrances.** Borrower shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Borrower additionally agrees to notify Lender immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any Borrower's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the Mortgaged Property, or should any of the Mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

Section 16 Release of Property. Lender may at any time and without notice to Borrower, release any part of the Mortgaged Property from the effect of this Mortgage, or grant an extension or deferment of time for the discharge of any obligation hereunder, without affecting the liability of Borrower hereunder.

Section 17 Events of Default. Any of the following events shall be considered an "Event of Default" as that term is used herein:

- (a) **Default under the Note.** The occurrence and continuance of an Event of Default (as such term is defined in the Note) beyond any applicable notice and cure period.
- (b) **Default under this Mortgage.** Borrower violates or fails to comply fully with any of the terms and conditions of this Mortgage beyond any applicable notice and cure period.

Notwithstanding anything to the contrary herein and subject to Section 40, before any of the above events shall be considered an Event of Default, Lender shall first provide Borrower and Borrower's Investor Member with a written notice of default ("Default Notice") providing a fifteen (15) day period within which to cure the default for monetary defaults and a thirty (30) day period within which to cure non-monetary defaults. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days, and if Borrower (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Lender. In no event shall Lender be precluded from exercising remedies if its security becomes materially jeopardized by any intentional failure to cure a default. Lender shall accept any cure by Investor Member as if such cure has been performed by Borrower, provided, however that Borrower's Investor Member shall have no obligation to cure. Lender agrees that the removal and/or replacement of the managing member of Borrower shall constitute a cure of a noncurable Event of Default.

Section 18 Remedies.

- (a) Upon the occurrence and continuance of any Event of Default specified in the preceding Section, Lender may by written notice to Borrower declare the entire principal amount of all Indebtedness then outstanding to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor or other notice of default of any kind, all of which are hereby expressly waived by Borrower.
- (b) Upon the occurrence and continuance of any Event of Default, Lender may take such action, without notice or demand, as it deems advisable to protect and enforce Lender's rights against Borrower and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels under ordinary or executory process, at Lender's sole option,

and with or without appraisal, appraisal being expressly waived; (ii) to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due; (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; (iv) recover judgment on the Indebtedness either before, during or after any proceedings for the enforcement of this Mortgage; or (v) apply for the appointment of a keeper, trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of Borrower.

- (c) The proceeds or avails of any sale made under or by virtue of this Section, together with any other sums which then may be held by Lender under this Mortgage, whether under the provisions of this Section or otherwise, shall be applied in such manner as Lender, in its sole discretion, shall determine.
- (d) Upon any sale made under or by virtue of this Section, Lender may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Lender is authorized to deduct under this Mortgage.
- (e) Upon the occurrence and continuance of any Event of Default, Lender may additionally take any one or more of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender: (i) Lender may notify any and all tenants under the Leases to pay all Rents due thereafter directly to Lender at the address set forth in Lender's notice to such tenants; Borrower irrevocably agrees that all such tenants shall be authorized to pay the Rents directly to Lender without liability of such tenants for the determination of the actual existence of any default by Borrower claimed by Lender, and such tenants shall be expressly relieved of any and all duty, liability and obligation to Borrower in connection with any and all Rents so paid; (ii) Lender may enter upon and take possession of the Mortgaged Property, to manage and operate the Mortgaged Property and Borrower business on the Mortgaged Property, and take possession of and use all books of account and financial records of Borrower and its property managers or representatives, if any, relating to the Mortgaged Property; or (iii) Lender may alter, modify, amend, terminate or permit the surrender of any or all Leases, and Lender may execute new Leases of any part of the Mortgaged Property, including Leases that extend beyond the maturity date of the Indebtedness. The enforcement of any and all such rights available to Lender hereunder shall continue for so long as Lender shall elect, notwithstanding that the collection and application of the Rents may have cured the original default. Following the exercise of any of the foregoing rights, Lender may, at its sole option, through written notice to Borrower, permit Borrower to reenter and take possession of the Mortgaged Property or any part thereof, and to perform all acts necessary for the operation and maintenance of the Mortgaged Property, including the right to collect the Rents, but Lender shall nevertheless have the right, effective upon written notice, to demand, sue for possession of and collect the Rents under the Leases and otherwise exercise its rights under this Mortgage again.

Section 19 Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, Borrower hereby acknowledges and confesses judgment in favor of Lender for the full amount of the Indebtedness in principal, costs, expenses, reasonable attorneys' fees and other fees and charges.

Section 20 Attorney Fees. In case this Mortgage is placed in the hands of an attorney at law for the filing of foreclosure proceedings, to protect the rights of Lender or to enforce any of the agreements contained in this Mortgage, Borrower will pay all costs of collection, including but not limited to reasonable attorneys' fees, incurred in connection with the protection of or realization of collateral or in connection with any of Lender's collection efforts, if suit on the Indebtedness or

any foreclosure proceedings are filed and such final determination is in favor of Lender. Borrower further agrees that the Indebtedness shall be increased by the amount of said costs and fees.

Section 21 Keeper. In the event the Mortgaged Property, or any part thereof, is seized as an incident to an action for the recognition or enforcement of this Mortgage by executory process, ordinary process, sequestration, writ of fieri facias or otherwise, Borrower and Lender agree that the court issuing any such order shall, if petitioned for by Lender, direct the applicable sheriff to appoint a keeper of the Mortgaged Property at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5136 through 5140.2, inclusive, as the same may be amended, and Lender shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Mortgaged Property, an amount equal to \$400 per day. The designation of keeper made herein shall not be deemed to require Lender to provoke the appointment of such a keeper.

Section 22 Waivers. Borrower waives in favor of Lender, any and all homestead exemptions and other exemptions of seizure or otherwise to which Borrower is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Mortgaged Property is concerned. Borrower further waives:

- (a) the benefit of appraisalment as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same;
- (b) the demand and three days delay accorded by Louisiana Code of Civil Procedure Article 2721;
- (c) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721;
- (d) the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and
- (e) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.

Section 23 Additional Waivers. In granting this Mortgage, Borrower waives any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Mortgaged Property to which Borrower may be entitled under the laws of the State of Louisiana.

Section 24 Indemnification of Mortgage. Borrower agrees to indemnify, to defend and to save and hold Lender and its elected and appointed officials, employees, consultants, and agents (collectively, "Indemnitees") harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Lender's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by any of the Indemnitees, arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Lender hereunder. The foregoing indemnity provisions shall survive the cancellation of this Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Mortgage following an Event of Default hereunder. The foregoing notwithstanding, Borrower shall not be obligated to indemnify, defend, and hold Indemnitees harmless from any claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Lender's attorney's fees), demands, liabilities, penalties, fines and forfeitures asserted against or incurred by any of the Indemnitees by reason of such Indemnitee's willful misconduct or gross negligence.

Section 25 Intentionally omitted.

Section 26 Inspection of Mortgaged Property. Lender and Lender's designated representatives and agents shall have the right, upon written notice, to examine and inspect the Mortgaged Property wherever located, during reasonable business hours, subject to rights of third party tenants.

Section 27 Intentionally omitted.

Section 28 Intentionally omitted.

Section 29 Authentic Evidence. Any and all declarations of facts made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within his knowledge, shall constitute authentic evidence of such facts for the purpose of executory process and also for purposes of La. R.S. 10:9-629, as applicable.

Section 30 Notices. Any notice or demand which, by provision of this Mortgage, is required or permitted to be given or served by Lender to or on Borrower shall be deemed to have been sufficiently given and served for all purposes (if mailed) three calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed (until another address or addresses is given in writing by Borrower to Lender) to Borrower at the address set forth below. Any notice or demand which, by any provision of this Mortgage, is required or permitted to be given or served by Borrower to or on Lender shall be deemed to have been sufficiently given and served for all purposes (if mailed) three calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed (until another address or addresses are given in writing by Lender to Borrower) to Lender at the address set forth below. The addresses for Borrower, Lender, and Investor Member are as follows:

Borrower: West Tunnel Lofts, LLC
812 Gravier Street, Suite 200
New Orleans, Louisiana 70112
Attention: A. Thomas Leonhard, Jr.

with a copy to: Elkins, P.L.C.
201 St. Charles Avenue, Suite 4400
New Orleans, Louisiana 70170
Attention: Shawn Richard

Lender: Terrebonne Parish Consolidated Government
Department of Housing and Human Services
P.O. Box 2768
Houma, Louisiana 70361

Investor Member: U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Attention: Director of LIHTC Asset Management

with a copy to: Applegate Thorne-Thomsen
425 South Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Bennett P. Applegate

Section 31 Amendment. Subject to Section 40, neither this Mortgage nor any provisions hereof may be changed, waived, discharged, or terminated orally or in any manner other than by an authentic instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Section 32 Effect of Waivers. Any failure or delay on the part of the Lender to exercise any of the rights and remedies granted under this Mortgage or under any other agreement or agreements by and between Borrower and Lender, shall not have the effect of waiving any of Lender's rights and remedies granted to Lender shall furthermore not constitute a waiver of any of Lender's other rights and remedies; it being Borrower's intent and agreement that all of Lender's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Lender at any time or times hereafter to require strict performance by Borrower of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by Borrower and delivered to Lender, shall not waive, affect, or diminish the rights of Lender to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None

of the warranties, conditions, provisions, and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Borrower and delivered to Lender, shall be deemed to have been waived by any act or knowledge of Lender, its elected or appointed officials, employees, or agents; but only by an instrument in writing specifying such waiver, signed by a duly authorized representative of Lender and delivered to Borrower. A waiver or forbearance on the part of Lender as to one Event of Default shall not constitute a waiver or forbearance as to any other or subsequent Event of Default.

Section 33 Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Section 34 Invalidity. In the event that any one or more of the provisions contained in this Mortgage shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Mortgage.

Section 35 Governing Law. This Mortgage is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

Section 36 Jurisdiction and Venue. Borrower hereby agrees that jurisdiction and venue shall be mandatory and exclusive in the Parish of Terrebonne, State of Louisiana.

Section 37 Waiver of Trial by Jury. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH BORROWER AND LENDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS MORTGAGE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY BORROWER, AND BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BORROWER FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

Section 38 Successors and Assigns. All covenants and agreements contained by or on behalf of Borrower in this Mortgage shall bind its successors and assigns and shall endure to the benefit of Lender and its successors and assigns. All covenants and agreements contained herein and all liens and security interests created hereby insure to any assignee or transferee of the Indebtedness, and in the case of any assignment or transfer of the Indebtedness, the assignee or transferee shall be deemed to Lender and secured party under this Mortgage.

Section 39 Certificates. The production of mortgage, conveyance, tax research or other certificates is waived by consent, and Borrower and Lender agree to hold me, Notary, harmless for failure to procure and attach same.

Section 40 Intercreditor Agreement. Notwithstanding anything contained in this Mortgage or the Note, Lender acknowledges and agrees that its rights and any and all exercise of its remedies pursuant to this Mortgage shall be subject to the terms and conditions of that certain Intercreditor and Subordination Agreement dated and recorded on even date herewith in the Parish of Terrebonne, State of Louisiana, by and among Borrower, Legacy Bank & Trust Company (“Senior Lender”), Louisiana Housing Corporation (“LHC”) and Lender, which is incorporated herein by reference.

- (a) Acknowledgement of Subordination. Lender acknowledges that the Indebtedness secured by this Mortgage is subordinate in right of payment to, and the lien and security interest granted in this Mortgage are subordinate in all respects to the Senior Loan which is secured by the Senior Mortgage and the LHC CDBG Loan which is secured by the LHC CDBG Mortgage (as such terms are defined in the Note).

- (b) Notices. For purposes of this Section 40, notices shall be delivered to the following addresses:

To Senior Lender: Legacy Bank & Trust Company
3250 East Sunshine Street
Springfield, Missouri 65804
Attention: Ken Overshiner

with a copy to: Polsinelli
201 East Las Olas Boulevard, Suite 2250B
Fort Lauderdale, Florida 33301
Attention: S. Shawn Whitney

To LHC: Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808

with a copy to: Baker Donelson
450 Laurel Street, 21st Floor
Baton Rouge, Louisiana 70802
Attention: Amanda Spain

Section 41 Fee Title. Borrower shall notify Lender of any acquisition by Borrower of the fee title in any of the Mortgaged Property. If Borrower obtains any further interest in the Mortgaged Property, including such fee title, such interest shall be covered by this Mortgage and Borrower shall execute and deliver to Lender such additional documents as are reasonably necessary to protect Lender's interest therein.

[Signature pages follow.]

Thus, done and passed on the date written above, in the presence of the undersigned witnesses who hereunto sign their names with Borrower and me, Notary, after due reading of the whole.

WITNESSES:

Print Name: _____

Print Name: _____

BORROWER:

West Tunnel Lofts, LLC, a
Louisiana limited liability company

By: West Tunnel Lofts Manager, LLC, a
Louisiana limited liability company,
its managing member

By: HRI West Tunnel Lofts, LLC, a
Louisiana limited liability company,
its managing member

By: HRI Communities, LLC, a Louisiana
limited liability company, its
managing member

By: Historic Restoration, Incorporated, a
Louisiana corporation, its manager

By: _____
A. Thomas Leonhard, Jr.
Its: Duly Authorized Agent

NOTARY PUBLIC

Thus, done and passed on the date written above, in the presence of the undersigned witnesses who hereunto sign their names with Borrower and me, Notary, after due reading of the whole.

WITNESSES:

Print Name: _____

Print Name: _____

LENDER:

**Terrebonne Parish Consolidated
Government**

By: _____
Jason W. Bergeron
Parish President

NOTARY PUBLIC

WRITTEN CONSENT OF MANAGING MEMBER OF WEST TUNNEL LOFTS, LLC

[attached]

EXHIBIT A
Property Description
[to be added]

EXHIBIT B

Permitted Encumbrances

1. General and special taxes or assessments for [2024] and subsequent years not yet due and payable.
2. [ADDITIONAL ITEMS TBD FROM TITLE COMPANY]
3. 2024 CDBG-DR [Ida] PRIME-3 Regulatory Agreement by and between West Tunnel Lofts, LLC and the Louisiana Housing Corporation recorded in the conveyance records and in the mortgage records of Terrebonne Parish, Louisiana.
4. Leasehold Mortgage, Pledge of Leases and Rents, Security Agreement, and Fixture Financing Statement by West Tunnel Lofts, LLC in favor of Legacy Bank & Trust Company recorded in the mortgage records of Terrebonne Parish, Louisiana.
5. Act of Leasehold Mortgage by West Tunnel Lofts, LLC in favor of Louisiana Housing Corporation recorded in the mortgage records of Terrebonne Parish, Louisiana.
6. No Work Affidavit recorded in the mortgage records of Terrebonne Parish, Louisiana.
7. Notice of Construction Contract by and between West Tunnel Lofts, LLC and RNGD Builders LLC recorded in the mortgage records of Terrebonne Parish, Louisiana.

PROMISSORY NOTE

\$1,000,000.00

November [DATE], 2024

For value received, the undersigned, West Tunnel Lofts, LLC, a Louisiana limited liability company (the “Borrower”), having an office at 812 Gravier Street, Suite 200, New Orleans, Louisiana 70112 promises to pay to the order of Terrebonne Parish Consolidated Government (“Lender”), the principal sum of up to **One Million and 00/100 Dollars (\$1,000,000.00)** (the “Loan”), with interest accruing at the Interest Rate on the unpaid principal balance until fully paid on or before the Maturity Date. In evidence of the agreement between the parties, Borrower has executed this Promissory Note (this “Note”).

1. Defined Terms. In addition to the defined terms found elsewhere in this Note, as used herein, the following definitions shall apply. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Mortgage.

(a) **Interest Rate:** The annual rate of zero percent (0%).

(b) **Investor Member:** The investment member and the special member of Borrower, or any other Investor Member in such person’s capacity as an investor member of Borrower, pursuant to the Operating Agreement.

(c) **LHC CDBG Loan:** That certain gap financing loan evidenced by that certain Gap Financing Note in the original principal amount of \$6,350,000 in favor of the Louisiana Housing Corporation.

(d) **LHC CDBG Mortgage:** That certain Act of Leasehold Mortgage granted by Borrower in favor of the Louisiana Housing Corporation and securing the LHC CDBG Loan.

(e) **Maturity Date:** The earliest to occur of (i) sale or refinancing of the Project not expressly permitted in this Note or the Mortgage; (ii) acceleration following an Event of Default under this Note or the Mortgage that is not cured within any applicable grace or cure period; or (iii) December 31, 2066.

(f) **Mortgage:** The Leasehold Mortgage, Security Agreement, and Pledge of Leases and Rents dated on even date herewith by Borrower in favor of Lender and recorded in the mortgage records of the Parish of Terrebonne, State of Louisiana.

(g) **Operating Agreement:** That certain Amended and Restated Operating Agreement of Borrower dated on even date herewith.

(h) **Project:** The 40 unit mixed-income residential project to be constructed by the Borrower on the land more fully described in the Mortgage.

(i) **Required Reserves:** An operating reserve of not less than six (6) months of operating expenses, a reserve for replacement, and any other reserve required under the Operating Agreement.

(j) Senior Loan: That certain loan evidenced by that certain Promissory Note in the original principal amount of \$[6,000,000.00] in favor of Legacy Bank & Trust Company, a Missouri chartered trust company with banking powers.

(k) Senior Mortgage: That certain Leasehold Mortgage, Pledge of Leases and Rents, Security Agreement, and Fixture Filing Statement granted by Borrower in favor of Senior Lender and securing the Senior Loan.

(l) Surplus Cash: Any cash exceeding Required Reserves (excluding tenant security deposits) remaining at the end of each fiscal year of Borrower after: (i) payment of debt service on any first-lien Senior Loan and all operating expenses for the Project for such fiscal year, (ii) payment of an asset management fee in an amount equal to \$5,000 (increasing by two percent (2%) per annum), (iii) payment of any adjusters or other amounts due to Investor Member, (iv) payment of debt service on any second-lien LHC CDBG Loan, and payment of Deferred Development Fee, as such term is defined in the Operating Agreement.

2. Address for Payment. All payments due under this Note shall be payable at the offices of the Terrebonne Parish Consolidated Government, Department of Housing and Human Services, P.O. Box 2768, Houma, Louisiana 70361, or such other place as may be designated by written notice to Borrower from Lender.

3. Payment of Principal and Interest. Simple interest under this Note shall be computed at the Interest Rate specified above on the basis of a 360-day year consisting of twelve 30-day months. Principal and interest on this Note shall be paid as follows:

(a) Annual Installments. Payments of interest and principal under this Note shall be made in annual installments solely from Surplus Cash (each, an “Annual Installment”) to the extent Surplus Cash is generated from the operation of the Project. Each Annual Installment shall equal 20% of Surplus Cash. Surplus Cash shall be calculated December 31 of each year and 20% of such calculation shall be paid to Lender as an Annual Installment on or before the following May 1 (a “Payment Date”) Notwithstanding the foregoing to the contrary, all outstanding Indebtedness under this Note is due on the Maturity Date.

(b) Payments Before Due Date. Any regularly scheduled Annual Installment of principal and interest that is received by Lender before the date it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due.

(c) Audit of Surplus Cash. Annually, within one hundred and twenty (120) days after the end of Borrower’s fiscal year, Borrower shall provide Lender with an audited schedule of Surplus Cash by an independent auditor for the previous fiscal year, certified to be true and correct by Borrower’s chief financial officer.

(d) Due on Sale or Transfer Restrictions. Repayment in full of the Loan is due upon the sale or refinancing of the Project. The foregoing notwithstanding, in no event shall any of the following constitute a sale, transfer, or refinancing for purposes of this Note:

- i. the pledge by the managing member of Borrower of such managing member's interest in Borrower to Investor Member as security for the performance of all of the managing member's obligations under the Operating Agreement;
- ii. a sale, transfer, pledge, encumbrance or other disposition of Investor Member's interest in Borrower (which shall not require Lender's consent);
- iii. the change in the managing member of Borrower as managing member of Borrower in accordance with the terms of the Operating Agreement (which shall not require Lender's consent); and
- iv. the purchase of the Project by the managing member of Borrower following the end of the Compliance Period (as defined in the Operating Agreement) in accordance with the terms of the Operating Agreement.

(e) Notwithstanding the foregoing to the contrary, if Surplus Cash is negative in any year during the term of the Loan, no annual payment of principal hereunder shall be due for that year, but simple interest shall continue to accrue.

4. Application of Payments. If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Borrower agrees that neither Lender's acceptance of a payment from Borrower in an amount that is less than all amounts then due and payable nor Lender's application of such payment shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction.

5. Security. The Indebtedness is secured by the Mortgage, and reference is made to the Mortgage for other rights of Lender concerning the collateral for the Indebtedness.

6. Subordination. The Indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the Senior Loan secured by the Senior Mortgage and the LHC CDBG Loan secured by the LHC CDBG Mortgage. The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants, and conditions of the Senior Mortgage and the LHC CDBG Mortgage.

7. Acceleration. If an Event of Default has occurred and is continuing, the entire unpaid principal balance, any accrued interest and all other amounts payable under this Note and the Mortgage shall at once become due and payable, at the option of Lender, without any prior notice to Borrower. Lender may exercise this option to accelerate regardless of any prior forbearance.

8. Intentionally omitted.

9. Intentionally omitted.

10. Limits on Personal Liability. Borrower shall have no personal liability under this Note or the Mortgage for the repayment of the Indebtedness or for the performance of any other

obligations of Borrower under this Note or the Mortgage, and Lender's only recourse for the satisfaction of the Indebtedness and the performance of such obligations shall be Lender's exercise of its rights and remedies with respect to the Project, the Mortgaged Property and any other collateral held by Lender as security for the Indebtedness.

11. Prepayments. Borrower may prepay this Note in whole or in part with or without notice to Lender and without prepayment penalty.

12. Costs and Expenses. Borrower shall pay on demand all reasonable expenses and costs actually incurred by Lender, including reasonable fees and out-of-pocket expenses of attorneys and expert witnesses and costs of investigation, actually incurred by Lender as a result of any default under this Note or in connection with efforts to collect any amount due under this Note, or to enforce the provisions of this Note or the Mortgage, including those incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding) or judicial or non-judicial foreclosure proceeding.

13. Forbearance. Any forbearance by Lender in exercising any right or remedy under this Note, the Mortgage, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any security for Borrower's obligations under this Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

14. Waivers. Presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness are waived by Borrower, and all endorsers and guarantors of this Note and all other third party obligors.

15. Loan Charges. Borrower agrees to pay an effective rate of interest equal to the sum of the Interest Rate provided for in this Note and any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Loan evidenced by this Note and any other fees or amounts to be paid by Borrower pursuant to this Note or the Mortgage. Neither this Note nor the Mortgage shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate greater than the maximum interest rate permitted to be charged under applicable law. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Loan is interpreted so that any interest or other charge provided for in either this Note or the Mortgage, whether considered separately or together with other charges provided for in either this Note or the Mortgage, violates that law, and Borrower is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges

permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of the Loan. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Loan.

16. Commercial Purpose. Borrower represents that the Indebtedness is being incurred by Borrower solely for the purpose of carrying on a business or commercial enterprise, and not for personal, family or household purposes.

17. Counting of Days. Except where otherwise specifically provided, any reference in this Note to a period of “days” means calendar days, not business days.

18. Governing Law. This Note shall be governed by the law of the State of Louisiana.

19. Captions. The captions of the paragraphs of this Note are for convenience only and shall be disregarded in construing this Note.

20. Notices. All notices, demands and other communications required or permitted to be given by Lender to Borrower pursuant to this Note shall be given in accordance with the notice provisions of the Mortgage.

21. Consent to Jurisdiction and Venue. Borrower agrees that any controversy arising under or in relation to this Note shall be litigated exclusively in the Parish of Terrebonne, State of Louisiana. The state and federal courts and authorities with jurisdiction in the Parish of Terrebonne, State of Louisiana shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Note. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

22. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER AND BORROWER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

23. Disbursement. The Lender shall fund and disburse \$500,000.00 of the Loan to the Borrower upon execution of this Note (the “First Loan Installment”) and the Lender shall fund and disburse the remaining \$500,000.00 of the Loan to the Borrower upon Completion (as such term is defined in the Borrower Operating Agreement) (the “Second Loan Installment”) contingent upon Lender’s receipt of grant funding. Notwithstanding the foregoing, the requirement of the Second Loan Installment shall be deemed to be waived by Lender and Borrower, if prior to Completion, Lender and Borrower enter into a mutually agreeable Housing Assistance Payments Contract for Lender’s subsidization of ten (10) project based voucher units at the Project.

[Signature page follows.]

Borrower has signed and delivered this Promissory Note as of the Effective Date.

West Tunnel Lofts, LLC, a Louisiana limited liability company

By: West Tunnel Lofts Manager, LLC, a Louisiana limited liability company, its managing member

By: HRI West Tunnel Lofts, LLC, a Louisiana limited liability company, its managing member

By: HRI Communities, LLC, a Louisiana limited liability company, its managing member

By: Historic Restoration, Incorporated, a Louisiana corporation, its manager

By: _____
Name: A. Thomas Leonhard, Jr.
Its: Duly Authorized Agent

Executed by Terrebonne Parish Consolidated Government solely for the purpose of agreeing and consenting to Sections 22 and 23 of this Promissory Note:

Terrebonne Parish Consolidated Government

By: _____
Name:
Title:

Space Above Line Reserved For Recorder's Use

1. **Title of Document:** Subordination Agreement

2. **Date of Document:** As of [_____]

3. **Grantor(s)** (for indexing purposes only): [CDBG]
Terrebonne Parish Consolidated Government

4. **Grantee(s)** (for indexing purposes only): Legacy Bank & Trust Company

5. **Statutory Mailing Address(es):**
Grantor(s): [CDBG]
[_____]
[_____]
[_____]

Terrebonne Parish Consolidated Government
Department of Housing and Human Services
P.O. Box 2768
Houma, Louisiana 70361

Grantee(s): Legacy Bank & Trust Company
3250 E. Sunshine
Springfield, MO 65804
Attention: Ken L. Overshiner

6. **Legal description:** See *Exhibit A* annexed to the document.

7. **Reference(s) to Book(s) and Page(s):** _____

SUBORDINATION AGREEMENT

This **SUBORDINATION AGREEMENT** dated as of [_____] (this “*Agreement*”) is by and among [CDBG Lender], a [_____] (“*CDBG Lender*”), Terrebonne Parish Consolidated Government, a [_____] (“*Terrebonne Lender*”, together with CDBG Lender, the “*Subordinate Lenders*”), WEST TUNNEL LOFTS, LLC, a Louisiana limited liability company (the “*Borrower*”) and LEGACY BANK & TRUST COMPANY, a Missouri chartered trust company with banking powers (the “*Senior Lender*”). The following Recitals form the basis for, and are a material part of, this Agreement. Terms not otherwise defined in this Agreement have the meanings set forth in the Loan Agreement.

RECITALS:

A. The Senior Lender has entered into a Loan Agreement (Construction to Permanent) with the Borrower pursuant to which the Senior Lender is making a loan in the maximum principal amount of [Five Million One Thousand Seven Hundred Eighty and 00/100 Dollars (\$5,001,780.00)] (the “*Construction Loan*”). Borrower has also applied to Lender for a permanent loan in the maximum principal amount of [One Million and 00/100 Dollars (\$1,000,000.00)] (the “*Permanent Loan*”, together with the Construction Loan, the “*Senior Loan*”). The proceeds of the Senior Loan are to be used for the financing of the Project located on the real estate legally described on **Exhibit A** hereto and made a part hereof (the “*Real Estate*”) and commonly known as West Tunnel Lofts in Houma, Louisiana (the “*Project*”). The Senior Loan is evidenced by a Promissory Note (Construction) and a Promissory Note (Term Only), dated as of even date herewith, executed by the Borrower in favor of the Senior Lender (collectively the “*Senior Notes*”) secured by a first (1st) priority lien on the Project pursuant to that certain Leasehold Mortgage, Pledge of Leases and Rents, Security Agreement, and Fixture Financing Statement by Borrower for the benefit of Senior Lender dated as of even date herewith (the “*Senior Mortgage*”).

B. CDBG Lender has entered into that certain [Loan Agreement] with the Borrower (“*CDBG Loan Agreement*”) pursuant to which CDBG Lender is making a loan to the Borrower in the amount of [Six Million Three Hundred Fifty Thousand and 00/100 Dollars (\$6,350,000.00)] (the “*CDBG Loan*”) for the benefit of the Project. The CDBG Loan is evidenced by a [Promissory Note] (the “*CDBG Note*”), dated of even date herewith, executed by the Borrower to the order of the CDBG Lender, and secured by the [_____] encumbering the Project, executed by Borrower for the benefit of CDBG Lender, dated of even date herewith (the “*CDBG Mortgage*”).

C. Terrebonne Lender has entered into that certain [Loan Agreement] with the Borrower (“*Terrebonne Loan Agreement*”) pursuant to which Terrebonne Lender is making a loan to the Borrower in the amount of [One Million and 00/100 Dollars (\$1,000,000.00)] (the “*Terrebonne Loan*”) for the benefit of the Project. The Terrebonne Loan is evidenced by a Promissory Note (the “*Terrebonne Note*”), dated of even date herewith, executed by the Borrower to the order of the Terrebonne Lender, and secured by the Leasehold Mortgage, Security Agreement, and Pledge of Leases and Rents encumbering the Project, executed by Borrower for the benefit of Terrebonne Lender, dated of even date herewith (the “*Terrebonne Mortgage*”).

D. Borrower has requested that Subordinate Lenders subordinate each of their liens created by the Subordinate Mortgages, so that Borrower can obtain the Senior Loan from Senior Lender.

E. Senior Loan and the Subordinate Loans will be used to finance the Project which will be secured by liens on the Property, and a listing of the documents that evidence and secure the repayment of the Loans (collectively, the “*Loan Documents*”):

<u>Description of Loan</u>	<u>Amount of Loan(s)</u>	<u>Applicable Loan Documents</u>
Senior Lender Loan	[\$5,001,780.00]	Documents listed on <i>Exhibit B</i>
CDBG Loan	[\$6,350,000.00]	Documents listed on <i>Exhibit C</i>
Terrebonne Loan	[\$1,000,000.00]	Documents listed on <i>Exhibit D</i>

F. The Senior Lender is not willing to make the Senior Loan unless Subordinate Lenders enter into this Agreement and in order to induce the Senior Lender to make the Senior Loan, the Subordinate Lenders are willing to execute this Agreement.

G. The Subordinate Lenders desire to and agree upon and sets forth the priority of all of its respective security interest in and lien on the Senior Collateral and the other matters set forth below.

H. It is further intended that the parties wish to specify how the terms and conditions contained in the Loan Documents shall be interpreted in the event of a conflict or inconsistency therein.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and Subordinate Lenders hereby agree as follows:

1. DEFINITIONS. The following capitalized words and phrases shall have the meaning indicated for each below.

“**Bankruptcy Code**” means the United States Bankruptcy Code, as amended from time to time, any successor statute or rule promulgated thereto.

“**Business Days**” means a day that is not (a) a Saturday, Sunday or legal holiday on which banking institutions in Missouri or the states where the principal corporate trust office of the Senior Lender is located are authorized by law to close, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed, or (c) a day on which the principal office of the Original Purchaser is closed for reasons not related to financial conditions.

“**CDBG Loan Documents**” means those documents listed on Exhibit C.

“**Insolvency Proceeding**” means any proceeding under Title 11 of the United States Code (11 U.S.C. Sec. 101 *et seq.*) or any other insolvency, liquidation, reorganization or other similar proceeding concerning the Borrower, any action for the dissolution of the Borrower, any proceeding (judicial or otherwise) concerning the application of the assets of the Borrower, for the benefit of its creditors, the appointment of or any proceeding seeking the appointment of a Senior Lender, receiver or other similar custodian for all or any substantial part of the assets of the Borrower or any other action concerning the adjustment of the debts of the Borrower or the cessation of business by the Borrower, except following a sale, transfer or other disposition of all or substantially all of the assets of the Borrower in a transaction permitted under the Loan Documents.

“**Lenders**” means the Senior Lender and the Subordinate Lenders, and “Lender” means any one of them.

“**Loans**” means, collectively, the Senior Loan and the Subordinate Loans; and “Loan” means any one of them.

“**Obligors**” means the Borrower and any other person primarily or secondarily liable for the repayment of the Senior Obligations; and “Obligor” means any one of them.

“**Official Records**” means the real property records of the Parish of Terrebonne, Louisiana.

“**Person**” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“**Satisfied**” means, with respect to any obligations (including, without limitation, the Subordinate Obligations or the Senior Obligations), that all such obligations shall have been fully, finally and indefeasibly paid in cash.

“**Senior Collateral**” means the buildings, improvements, personal property and other assets located on or used in connection with the Property, all other collateral described in the Senior Loan Documents and all proceeds thereof.

“**Senior Loan Documents**” means those documents listed on Exhibit B.

“**Senior Obligations**” means the obligations of the Borrower to the Senior Lender under the Senior Loan Documents.

“**Subordinate Loans**” means the CDBG Loan and the Terrebonne Loan.

“**Subordinate Loan Documents**” means the documents listed on Exhibit C and Exhibit D.

“**Subordinate Mortgages**” means the CDBG Mortgage and the Terrebonne Loan Mortgage.

“**Subordinate Obligations**” means the obligations of the Borrower and/or Guarantor to the Subordinate Lenders under the Subordinate Loan Documents.

“**Terrebonne Loan Documents**” means those documents listed on Exhibit D.

“**UCC**” means the Louisiana Uniform Commercial Code, as in effect from time to time.

2. Subordination.

2.1 Except as specifically provided below, each party hereto agrees to the following priority for the provisions contained in the Loan Documents and any and all liens and/or encumbrances created thereby and subordinates and agrees to continue to subordinate its respective Loan Documents and liens and/or encumbrances created thereby to those Loan Documents and liens and/or encumbrances that are listed as having a priority over its Loan Documents and liens and/or encumbrances created thereby as follows:

<u>Loan</u>	<u>Order of Priority</u>
Senior Loan Documents	First
CDBG Loan Documents	Second
Terrebonne Loan Documents	Third

The parties hereto acknowledge that it is a condition of receiving low-income housing tax credits that the Borrower file a regulatory agreement (the “**Regulatory Agreement**”). The Senior Lender and the Subordinate Lenders further agree that the Regulatory Agreement is subordinate to the Senior Loan and Senior Loan Documents, the Subordinate Loans and the Subordinate Loan Documents, except to the extent required to comply with the affordability period.

2.2 The foregoing agreements set forth in Section 2.1 are made irrespective of (a) the time, order, manner or method of creation, attachment or perfection of the respective security interests or liens granted to any Lender in or on the Senior Collateral or any improvements or other real or personal property located on, arising out of, or relating to the Senior Collateral, (b) the time or manner of the filing of their respective mortgages, assignments of leases, or financing statements, (c) the dating, execution or delivery of any agreement, document or instrument granting any Lender security interests or liens in or on any or all of the Senior Collateral, (d) any knowledge of, or actual or constructive notice to, any Lender of the obligations to any other Lender, (e) the giving or failure to give notice of the acquisition or expected acquisition of any purchase money or other security interests and (f) any provision of the UCC or any other applicable law to the contrary. For purposes of the foregoing allocation of priorities, any claim of a right of setoff shall be treated in all respects as a security interest and no claimed right of setoff shall be asserted to defeat or diminish the rights or priorities provided for herein. The subordinations and relative priority arrangements set forth in this Agreement are applicable regardless of whether the security interest or lien to which another security interest or lien is junior is not perfected or is voidable for any reason.

2.3 The Senior Lender shall provide the Subordinate Lenders with written notice of any default or event of default under any of the Senior Loan Documents and will give the Subordinate Lenders a reasonable opportunity, not more than thirty (30) days from the notice of default, to cure any such default before exercising any remedies allowed under the Senior Loan Documents. The Borrower hereby authorizes the Senior Lender to provide copies of such notices. In the event of any such Senior Lender’s sale, UCC sale or other foreclosure sale, the proceeds shall be applied as provided in Section 2.4. Upon the effectiveness of any Senior Lender’s, UCC or foreclosure sale, or conveyance and transfer in lieu thereof, the Senior Collateral shall be free and clear of any liens and security interests of the Subordinate Lenders.

2.4 The Borrower and the Subordinate Lenders authorize, instruct and direct the Senior Lender to apply any proceeds derived from any Senior Lender’s sale, UCC sale or other foreclosure sale or deed in lieu of foreclosure sale of the Senior Collateral conducted pursuant to the Senior Loan Documents to be applied, first, to the payment of the Senior Obligations, in such order and priority as may be provided in the Senior Loan Documents, until the Senior Obligations are Satisfied. If the Senior Obligations are Satisfied, then any excess proceeds from the Senior Collateral remaining thereafter, shall be applied to the Subordinate Loans in the order of priority set forth in Section 2.1.

3. Intentionally Omitted.

4. Representations and Agreements of Subordinate Lenders. Subordinate Lenders and the Borrower represent and warrant (as to itself only) to, and covenant and agree with, the Senior Lender as follows:

4.1 Subordinate Lenders are the holder and legal owner of their Subordinate Loan Documents. True, correct and complete copies of all of the Subordinate Loan Documents with respect to the Subordinate Loans have been delivered to the Senior Lender on or prior to the date hereof.

4.2 The terms and provisions of this Agreement do not violate any term or provision of any of the Subordinate Loan Documents.

4.3 The Subordinate Lenders will use commercially reasonable efforts to provide the Senior Lender with written notice of the declaration by the Subordinate Lenders of any default or event of default under any of the Subordinate Loan Documents. The Borrower hereby authorizes the Subordinate Lenders to provide copies of such notices.

4.4 The Subordinate Lenders agree not to oppose, interfere with or otherwise attempt to prevent the Senior Lender from enforcing its security interests in and liens on any of the Senior Collateral or otherwise realizing upon any of the Senior Collateral.

4.5 The Subordinate Lenders agree not to amend, modify or supplement the Subordinate Loan Documents without the prior consent of the Senior Lender, which consent shall not be unreasonably withheld. Notwithstanding this provision, the failure to obtain the consent of Senior Lender shall have no effect on the validity of any amendments, modifications or supplements to the Subordinate Loan Documents unless any such amendments, modifications or supplements to the Subordinate Loan Documents materially impair Senior Lender's rights under the Senior Loan Documents or its ability to pursue any rights or remedies thereunder.

4.6 The Senior Loan Documents shall supersede and govern all agreements of Borrower relating to escrowing of tax and insurance payments, replacement reserves and other reserves.

5. Notice to Senior Lender and Opportunity to Cure. In the event of any default or event of default under any of the Subordinate Loan Documents, Subordinate Lenders shall give Senior Lender thirty (30) days' written notice and a reasonable opportunity to cure before exercising any remedies allowed under the Subordinate Loan Documents.

6. Bankruptcy.

6.1 In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating to the Borrower, the Borrower's creditors or the Senior Collateral (whether voluntary or involuntary, in bankruptcy or out of bankruptcy or in connection with the sale of substantially all of the assets of the Borrower or the Senior Collateral), the Senior Obligations shall be Satisfied before any of the Subordinate Obligations are paid.

6.2 If an Insolvency Proceeding occurs, then the parties agree that any proceeds derived from such Insolvency Proceedings shall be distributed to the Senior Lender until the Senior Obligations have been Satisfied, and then in accordance with the priority set forth in Section 2.1. Subordinate Lenders agree that, in the event of any Insolvency Proceeding with respect to or involving any Obligor, until the Senior Obligations have been Satisfied, any payments or distribution of any kind or character, whether in cash, securities or other property which would otherwise (but for these subordination provisions) be payable or deliverable in respect of the Subordinate Loans shall be paid or delivered directly to the Senior Lender for application in payment of the Senior Loan (or to a banking institution selected by the court or other Person making the payment or delivery or designated by the Senior Lender) for application as determined by the Senior Lender in its sole and absolute discretion.

6.3 If the Senior Lender desires to permit use of cash collateral or to provide financing to the Borrower under either Section 363 or Section 364 of the Bankruptcy Code, then Subordinate Lenders agree as follows: (a) adequate notice to Subordinate Lenders shall have been provided for such financing or use of cash collateral if Subordinate Lenders receive notice ten (10) Business Days prior to the entry of the order approving such financing or use of cash collateral and (b) no objection will be raised by Subordinate Lenders to any such financing or use of cash collateral on the ground of a failure to provide "adequate protection" for Subordinate Lenders or any other grounds, all of which objections are hereby waived and released.

7. Casualty or Condemnation. If any of the Senior Collateral is damaged by fire or other casualty loss, or if any of the Senior Collateral is taken under the power of eminent domain or other condemnation, then all insurance proceeds and condemnation awards shall be paid to the Senior Lender and Subordinate Lenders hereby assign their rights to receive such proceeds and awards to the Senior Lender until the Senior Obligations have been Satisfied with any excess proceeds paid in accordance with the Subordinate Loan Documents in the order of priority set forth in Section 2.1. The Senior Lender shall have the sole and exclusive right to adjust, compromise or settle any such loss with the insurer thereof, and to collect and receive the proceeds from such insurer or awards from the condemning authority. Any insurer shall be immune from claims against it by the Subordinate Lenders if they act in reliance on the provisions of this paragraph. The Senior Lender shall have the sole right, subject to the express provisions of the Senior Loan Documents, to determine whether any insurance proceeds or condemnation awards will be made available for restoration of the Senior Collateral following any casualty or condemnation. If, and to the extent the Senior Lender agrees to make available any such proceeds or awards for restoration of the Senior Collateral, Subordinate Lenders hereby waive any right under the Subordinate Loan Documents that may give such Subordinate Lenders the right to require that such proceeds or awards be applied to repayment of the Subordinate Loans.

8. Merger. If the Senior Lender or any affiliate thereof acquires title to the Senior Collateral by deed, bill of sale, assignment or other transfer, Subordinate Lenders agree that such acquisition of title shall not cause the Senior Mortgage, or the other Senior Loan Documents, to be terminated by reason of the doctrine of merger unless the Senior Lender intends for such termination to occur which intention must be expressly stated in a written instrument executed by the Senior Lender; and Subordinate Lenders agree not to assert any claim that such termination has occurred until such time as any such instrument is so recorded.

9. Amendment of Senior Obligations. The Senior Lender may, from time to time, without notice to or consent by the Subordinate Lenders, take any and all other actions, including the following actions, all without impairing the validity or priority of the Senior Loan Documents or affecting the subordination provided for in this Agreement:

9.1 Increase the principal amount of the Senior Obligations (including, without limitation advances to protect the Senior Collateral); or

9.2 Retain or obtain a security interest in any other property to secure any of the Senior Obligations; or

9.3 Extend or renew for one or more periods, the maturity of the Senior Obligations, increase or decrease the interest rate payable under the Senior Loan Documents, increase or decrease the principal amortization required under the Senior Loan Documents or amend or modify any other provision of the Senior Loan Documents; or

9.4 Release or compromise any obligation of any nature of any obligor or guarantor of the Senior Obligations or forebear from enforcement of the Senior Obligations for any period of time on such terms and conditions as the Senior Lender may determine in the Senior Lender's sole and absolute discretion; or

9.5 Release any collateral for the Senior Obligations, permit the substitution of collateral therefor or take any other action with respect to the Senior Collateral as the Senior Lender may deem appropriate in its sole and absolute discretion; or

9.6 Assign, from time to time, any or all of the Senior Obligations or grant participation interests therein; or

9.7 Appoint a receiver for the Senior Collateral.

10. No Third Party Beneficiaries.

10.1 All undertakings, agreements, representations and warranties contained in this Agreement are solely for the benefit of the Lenders and there are no other parties (including, without limitation, the Borrower) who are intended to be benefited in any way by this Agreement. The existence of this Agreement shall not commit or obligate any Lender to make loans or extend credit to the Borrower.

10.2 Nothing contained in this Agreement is intended to affect or limit in any way the security interests or liens that the Lenders have in or on any or all of the property and assets of the Borrower, whether tangible or intangible, insofar as the Borrower, and third parties are concerned. Lenders specifically reserve all respective security interests and liens and rights to assert such security interests and liens as against the Borrower and third parties.

11. Waivers. Subordinate Lenders hereby waive any and all rights to (a) require the Senior Lender to marshal any property or assets of the Borrower or to resort to any of the property or assets of the Borrower in any particular order or manner, (b) require the Senior Lender to enforce any guaranty or any security interest or lien given by any person or entity other than the Borrower to secure the payment of any or all of the Senior Loan as a condition precedent or concurrent to taking any action against or with respect to the Senior Collateral, (c) bring any action to contest the validity, legality, enforceability, perfection, priority or avoidability of the Senior Loan, any of the Senior Loan Documents or any of the security interests or liens granted by the Borrower in favor of the Senior Lender in or on the Senior Collateral, or (d) otherwise contest the Senior Lender's collection, protection of or realization upon the Senior Loan. Until the Senior Obligations have been Satisfied, Subordinate Lenders waive and release any and all rights of subrogation which Subordinate Lenders may now or hereafter have against the Senior Collateral which would result in Subordinate Lenders obtaining a priority equal or superior to the priority of the Senior Loan Documents.

12. Term of Agreement. This Agreement shall remain in full force and effect until all Loans shall have been Satisfied. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Loans is rescinded or must otherwise be returned by a Lender upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

13. Further Assurances. Subordinate Lenders hereby covenant and agree to take any and all additional actions and execute, deliver, file or record any and all additional agreements, documents and instruments as may be necessary or as the Senior Lender may from time to time reasonably request to effect or confirm the subordination and other provisions of this Agreement.

14. Notices.

14.1 The Borrower hereby consents to and authorizes the Senior Lender and Subordinate Lenders to generally communicate with each other regarding the status of each of their loans with the Borrower which communications may include, without limitation, giving copies of any notices of default sent under the Senior Loan Documents or the Subordinate Loan Documents, as the case may be.

14.2 Subordinate Lenders hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower and of all other circumstances bearing upon the risk of nonpayment of

the Subordinate Loans that diligent inquiry would reveal. Except as provided in this Agreement, Subordinate Lenders hereby agree that the Senior Lender shall have no duty to advise such Subordinate Lenders of any information regarding such condition or any such circumstances.

14.3 Any notice, request, demand, consent or other communication hereunder shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address set forth on the cover page hereof, or at such other address as any party hereto may designate as its address for communications hereunder by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person, or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

14.4 If the Senior Lender shall be required by the Uniform Commercial Code or any other applicable law to give notice to Subordinate Lenders of any action taken or to be taken by the Senior Lender against or with respect to any or all of the Senior Collateral, such notice shall be given in accordance with this Agreement and at least five (5) business days' notice shall be conclusively deemed to be commercially reasonable.

15. Reliance by the Senior Lender. All of the Senior Obligations shall be deemed to have been made or incurred in reliance upon this Agreement. Subordinate Lenders expressly waive all notice of the acceptance by the Senior Lender of the provisions of this Agreement and all other notices not specifically required pursuant to the terms of this Agreement or applicable law. Subordinate Lenders agree that the Senior Lender has not made any representation or warranty with respect to the due execution, legality, validity, completeness or enforceability of any of the Senior Loan Documents, the creation, attachment, perfection or priority or any security interest or lien securing any or all of the Senior Obligations or the collectability of any of the Senior Obligations. The Senior Lender shall be entitled to manage and supervise its credit facilities with the Borrower in accordance with applicable law and its usual business practices, modified from time to time as it deems appropriate under the circumstances, without regard to the existence of any rights that the Subordinate Lenders may have now or hereafter in or to any of the property or assets of the Borrower, and the Senior Lender shall have no liability to the Subordinate Lenders for any loss, claim or damage allegedly suffered by Subordinate Lenders in any proceeding by the Senior Lender to foreclose or otherwise enforce any of its security interests in or liens on any of the Senior Collateral.

16. Miscellaneous.

16.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, including, without limitation the holders, from time to time, of the Subordinate Obligations and the Senior Obligations, respectively.

16.2 This Agreement shall be governed by the laws of the state of Louisiana, without regard to its rules regarding conflicts of laws.

16.3 This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

16.4 This Agreement shall be recorded in the Official Records.

16.5 If any litigation occurs under this Agreement, then the prevailing party shall be entitled to recover from the non-prevailing party the amount of all of prevailing party's expenses incurred in connection with or as a result of such litigation, including, without limitation, the prevailing party's reasonable attorneys' fees actually incurred.

16.5 Subordinate Lenders hereby covenant and agree to take any and all additional actions and execute, deliver, file and/or record any and all additional agreements, documents and instruments as may be reasonably necessary or as the Senior Lender may from time to time reasonably request to effect the subordination and other provisions of this Agreement.

16.6 No failure or delay on the part of the Subordinate Lenders or the Senior Lender in the exercise of any power, right, remedy or privilege under this Agreement shall impair such power, right, remedy or privilege or shall operate as a waiver thereof; nor shall any single or partial exercise of any such power, right, remedy or privilege preclude any other or further exercise of any other power, right, remedy or privilege. The waiver of any such right, power, remedy or privilege with respect to particular facts and circumstances shall not be deemed to be a waiver with respect to other facts and circumstances.

16.7 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

16.8 Each party to this Agreement acknowledges that the breach by it of any of the provisions of this Agreement is likely to cause irreparable damage to the other party. Therefore, the relief to which any party shall be entitled in the event of any such breach or threatened breach shall include, but not be limited to, a mandatory injunction for specific performance, injunctive or other judicial relief to prevent a violation of any of the provisions of this Agreement, damages and any other relief to which it may be entitled at law or in equity.

16.9 This Agreement shall represent the entire, integrated agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. This Agreement and any provision thereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Agreement.

16.10 If any party to this Agreement breaches their obligations hereunder, such party shall be liable to the either party hereto for any and all damages caused thereby.

17. Tax Credit Requirement. Notwithstanding any other provision herein to the contrary, the Senior Lender and Subordinate Lenders agree that in the event of a foreclosure on the Development, that no tenant may be evicted nor rent be raised for the three-year period following foreclosure if such eviction or raising of rent would be contrary to the provisions of Section 42(h)(6)(E) of the Internal Revenue Code of 1986, as may be amended, and that the Senior Loan Documents and Subordinate Loan Documents are expressly subordinate to this provision.

18. Electronic Transactions. The parties agree that the transaction described in this Agreement may be executed, conducted, and related documents may be sent, received or stored by electronic means. Copies, telecopies, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

19. Rights of the Senior Lender. The parties hereto acknowledge and agree that Senior Lender is acting hereunder solely in its capacity as Senior Lender, and in so acting hereunder shall be entitled to all rights, protections and immunities granted to it. In the event any provision of this Agreement requires the approval, consent, or action by the Senior Lender, the Senior Lender may, in its

sole discretion, require direction of the servicer, or, if none, the majority owner, prior to taking any such approval, consent or action.

20. Choice of Law: Jurisdiction. Jurisdiction shall be exclusively in the District Court of the Parish of Terrebonne and the United States District Court, in the District for the Parish of Terrebonne, Louisiana. This Agreement is subject to, and shall be interpreted and performed under, the laws of the State of Louisiana.

SIGNATURES CONTAINED ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Senior Lender, the Borrower and Subordinate Lenders have executed this Agreement as of the day and year first above written.

SENIOR LENDER:

LEGACY BANK & TRUST COMPANY,
a Missouri chartered trust company with banking powers

By: _____
Ken L. Overshiner, Senior Vice President

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____
[AFFIX NOTARY SEAL]

IN WITNESS WHEREOF, the Senior Lender, the Borrower and Subordinate Lenders have executed this Agreement as of the day and year first above written.

CDBG LENDER:

[_____], a [_____]

By: _____

Its: [_____]

Title: [_____]

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

[AFFIX NOTARY SEAL]

IN WITNESS WHEREOF, the Senior Lender, the Borrower and Subordinate Lenders have executed this Agreement as of the day and year first above written.

TERREBONNE LENDER:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT,**

a [_____]

By: _____

Its: [_____]

Title: [_____]

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____
[AFFIX NOTARY SEAL]

IN WITNESS WHEREOF, the Senior Lender, the Borrower and Subordinate Lenders have executed this Agreement as of the day and year first above written.

BORROWER:

WEST TUNNEL LOFTS, LLC,
a Louisiana limited liability company

By: West Tunnel Lofts Manager, LLC, a Louisiana limited liability company, its managing member

By: HRI West Tunnel Lofts, LLC, a Louisiana limited liability company, its managing member

By: HRI Communities, LLC, a Louisiana limited liability company, its managing member

By: Historic Restoration, Incorporated, a Louisiana corporation, its manager

By: _____
A. Thomas Leonhard, Jr.
Its: Duly Authorized Agent

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____

[AFFIX NOTARY SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

SENIOR LOAN DOCUMENTS

1. Mortgage, Pledge of Leases and Rents, Security Agreement, and Fixture Financing Statement by Borrower in favor of Senior Lender;
2. Subordination Agreement among the Senior Lender, Subordinate Lenders, and the Borrower;
3. Loan Agreement (Construction to Permanent) between Senior Lender and Borrower;
4. Promissory Note (Construction) by Borrower in favor of Senior Lender;
5. Promissory Note (Term Only) by Borrower in favor of Senior Lender;
6. Collateral Assignment of Development Agreement and Subordination of Developer Fees by and among Borrower, Developer and Senior Lender;
7. Escrow and Disbursing Agreement by and among Borrower, Senior Lender, Managing Member, and Contractor;
8. Assignment of Management Agreement and Subordination of Management Agreement by Borrower in favor of Senior Lender, and consented to by Manager;
9. Assignment of Architect Agreement and Plans and Specifications and Consent by Borrower in favor of Senior Lender, and consented to by Architect;
10. Assignment of Construction Documents by Borrower in favor of Senior Lender;
11. Bank Account Pledge Agreement by Borrower in favor of Senior Lender;
12. Consent to the Assignment of Construction Documents by Contractor;
13. Environmental Indemnification and Release Agreement by Borrower in favor of Senior Lender;
14. Guaranty Agreement by and among HRI Communities, LLC, and Historic Restoration, Incorporated, in favor of Senior Lender.
15. Security Agreement (Assignment of Membership Interest and Capital Contributions) by Borrower and Managing Member in favor of Senior Lender;
16. UCC Exhibit A-Third Parties;
17. UCC Exhibit A-Developer as Debtor;
18. UCC Exhibit A-Security Agreement;
19. Agreement Regarding Corrections by and between Senior Lender and Borrower; and
20. All other documents executed in connection with the Senior Loan

each dated as of the date hereof, unless otherwise stated; and as each may be amended, supplemented and restated from time to time.

EXHIBIT C

CDBG LOAN DOCUMENTS

1. [Loan Agreement] by and between CDBG Lender and Borrower;
2. [Promissory Note] in the original principal amount of \$[6,350,000.00] from Borrower to the order of CDBG Lender;
3. [mortgage];
4. All other documents executed in connection with the CDBG Loan

each dated as of the date hereof, unless otherwise stated; and as each may be amended, supplemented and restated from time to time.

EXHIBIT D

TERREBONNE LOAN DOCUMENTS

1. [Loan Agreement] by and between Terrebonne Lender and Borrower;
2. Promissory Note in the original principal amount of \$[1,000,000.00] from Borrower to the order of Terrebonne Lender;
3. Leasehold Mortgage, Security Agreement, and Pledge of Leases and Rents by Borrower in favor of Terrebonne Lender;
4. All other documents executed in connection with the Terrebonne Loan

each dated as of the date hereof, unless otherwise stated; and as each may be amended, supplemented and restated from time to time.



Monday, October 28, 2024

Item Title:

Rescind Condemnation Order - 1743 Highway 55

Item Summary:

Motion to rescind the condemnation order adopted October 24, 2023, on the residential structure located at 1743 Highway 55, owned by Harry J. Dugas c/o Carl Ellender, Ronnie Wayne Duke, Susan Lirette Massey, Gary Lirette, Michael Lirette, Cynthia Cunningham, Michael David Cunningham, Jr., Scott Matthew Cunningham, Holly Fay Cunningham Boudreaux, Jacqueline “Jackie” Lirette, Michael P, Lirette, Melissa Lirette Nugent, Marie Lirette, Judith M. Lirette.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary - 1743 Highway 55	10/23/2024	Executive Summary
Minutes - 1743 Highway 55	10/23/2024	Minutes
Photos - 1743 Highway 55	10/23/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rescinding condemnation order – 1743 Highway 55

PROJECT SUMMARY (200 WORDS OR LESS)

Motion to rescind the condemnation order adopted October 24, 2023, on the residential structure located at 1743 Highway 55, owned by Harry J. Dugas c/o Carl Ellender, Ronnie Wayne Duke, Susan Lirette Massey, Gary Lirette, Michael Lirette, Cynthia Cunningham, Michael David Cunningham, Jr., Scott Matthew Cunningham, Holly Fay Cunningham Boudreaux, Jacqueline “Jackie” Lirette, Michael P, Lirette, Melissa Lirette Nugent, Marie Lirette, Judith M. Lirette.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Deon Stewart

Signature

10-23-2024

Date

side of Dug Road by the depth of confirmation, one hundred twenty (120') feet, more or less, bounded by North by land of John Cook, formerly, now belonging to the Estate of Jessie Lockward, south by land of John W. Board, formerly now Estate of Robert and Isabel Carter, east by land of Harry Hellier, et al., and on the west by said Dug Road, together with all the buildings and improvements thereon.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by November 30, 2023 in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. B. Pledger.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: J. Amedée, and D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 1146 Highway 55, owned by Gloria Gomes Pellegrin, Lloyd M. Pellegrin, Gilmore J. Pellegrin, Jr., Kenneth J. Pellegrin, and Kirby J. Pellegrin, noting the following:

- The initial complaint was received on August 8, 2022.
- An inspection conducted on October 16, 2023, indicated this structure has been demolished and is no longer in violation.

Ms. Brown stated that, as of an inspection completed on October 16, 2023, this structure has been demolished and recommends this file to be closed.

Mr. S. Trosclair moved, seconded by Mr. C. Harding, “THAT, the Council concur with the recommendation of the Parish Administration to close the condemnation file on the residential structure located at 1146 Highway 55, owned by Gloria Gomes Pellegrin, Lloyd M. Pellegrin, Gilmore J. Pellegrin, Jr., Kenneth J. Pellegrin, and Kirby J. Pellegrin.”

The Chairwoman called for the vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. J. Guidry, D. Babin, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 1743 Highway 55, owned by Harry J. Dugas c/o Carl Ellender, Ronnie Wayne Duke, Susan Lirette Massey, Gary Lirette, Michael Lirette, Cynthia Cunningham, Michael David Cunningham, Jr., Scott Matthew Cunningham, Holly Fay Cunningham Boudreaux, Melissa Lirette Nugent, Marie Lirette, and Judith M. Lirette, noting the following:

- The initial complaint was received on November 1, 2022.
- The initial inspection conducted on November 2, 2022, indicated this structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering them hazardous to the overall health, safety and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structures appear to have been abandoned for an extensive period of time.
 - Have not been maintained in a clean, safe, secure, and sanitary condition.

- Has not been maintained free from weeds in excess of 12 inches in height; may be a place of rodent harborage and infestation.
- Exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
- Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
- The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- A "Notice of Violations" was issued on November 10, 2022; received on November 21, 2022

Ms. Brown stated that, as of an inspection completed on October 16, 2023 this structure remains in violation and Administration recommends this structure be condemned.

Mr. S. Trosclair moved, seconded by Mr. C. Harding, "THAT, the Council find the residential structure located at 1743 Highway 55, owned by Harry J. Dugas c/o Carl Ellender, Ronnie Wayne Duke, Susan Lirette Massey, Gary Lirette, Michael Lirette, Cynthia Cunningham, Michael David Cunningham, Jr., Scott Matthew Cunningham, Holly Fay Cunningham Boudreaux, Melissa Lirette Nugent, Marie Lirette, and Judith M. Lirette, per legal description,

A certain tract of land, in the Parish of Terrebonne, Louisiana, in Section 51 and 33 of T19S, R19E Terrebonne Parish, Louisiana, at about 22 miles south of the City of Houma, and being located on both banks of Bayou Terrebonne. The portion of the property located on the east bank measuring a front of Three Hundred Ten (310') feet, by depth of Ten (10) arpents, that portion of property located on the west bank of Bayou Terrebonne, measures a front of Three Hundred Thirty-one (331') feet by depth of Ten (10) arpents.

Acquired at COB 734, page 280, Entry No. 580364 and as corrected at COB 730, page 562, Entry No. 577702.

LESS AND EXCEPT FOR THE ABOVE:

Commencing approximately 906.85 feet southwest of the monumentation near Louisiana State Highway 55 indicating the Section Line between Section 50 and 51 designated as Point "A" and the Point of Beginning, Thence South 71°15'30" East for a distance of 125.00 feet to a point designated as 11B".Thence South. 12°21' 18" West for a distance of 100.00 feet to a point designated as "C", Thence North 71 ° 151 30" West for a distance of 125.00 feet to the East Right-of-Way of Louisiana State Highway 55 and the point designated as "On. Thence North 12°2' 18" East along the East Right-of-Way of Louisiana State Highway 55 for a distance of 100.00 feet to the point designated as "A", the point of beginning and containing .29± acres, all as shown on a survey plat entitled: "Survey Plat Showing Property Leased by Terrebonne Parish Consolidated Government for Lower Montegut Fire Station on Property Claimed by Audrey, Ouida, Wilbur, & Melvin Lirette & Joyce Lirette Abernathy located in Sec. 51, T19S-R19E. Terrebonne Parish. Louisiana", prepared by George Bergeron, Jr. & Son, Inc., Land Surveyors and Civil Engineers, 529 St. Louis Street, Thibodaux. Louisiana, dated February 14, 1989, and attached hereto and made a portion thereof.

Being the lot sold to Fire District No. 6 at COB 2387, page 621, Entry No. 146031.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by November 30,2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED:

YEAS C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.
NAYS: None.

ABSENT: D. W. Guidry, Sr.
The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 1106 Goode Street, owned by Thomas P. Ragas, noting the following:

- The initial complaint was received on April 27, 2022.
- The initial inspection conducted on June 17, 2022, indicated this structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering them hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structures appear to have been abandoned for an extensive period of time.
 - Have not been maintained in a clean, safe, secure, and sanitary condition.
 - Has not been maintained free from weeds in excess of 12 inches in height; may be a place of rodent harborage and infestation.
 - Exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.

- A “Notice of Violations” was issued on June 21, 2022; received on June 30, 2022

Ms. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. B. Pledger moved, seconded by Mr. D. Babin “THAT, the Council find the residential structure located at 1106 Goode Street, owned by Thomas P. Ragas, per legal description,

1. A certain fractional lot of ground situated in the City of Houma, Terrebonne Parish, Louisiana, measuring 36' feet front on Honduras Street, by depth of 80' feet, being designated on a plan of the City of Houma as the East half of Lot Number Two (2), Block Seventy Eight (78): said fractional lot of ground being bounded on the east by Goode Street, on the north by Honduras Street, by the west by the remaining half of said Lot Number Two (2), and on the south by Lot Number Four (4), of said Block Number Seventy Eight (78), together with all improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.
2. A certain small rectangular shaped fractional lot of ground situated in the City of Houma, Parish of Terrebonne, Louisiana, measuring a front of five (5') feet five inches (5"), on the west side of Goode Street by a depth of Twenty Three (23') feet between parallel lines; said fractional lot of ground being carved out of the northeast corner of Lot Number Four (4) of Block Number Seventy Eight (78) as shown on a plan of the City of Houma on file in the office of the Clerk of Court, being bounded on the North by Lot Number Two (2) of said Block Number Seventy Eight (78) belonging to Elizabeth Butler et al, on the east by said Goode Street, and on the south and on the west by the remaining portion of said Lot Number Four (4); together with all buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by November 30, 2023 in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. B. Pledger.
THERE WAS RECORDED:





Monday, October 28, 2024

Item Title:

Rescind Condemnation Order - 308 Richard Drive

Item Summary:

Motion to rescind the condemnation order adopted October 24, 2023, on the residential structure located at 308 Richard Drive, owned by Ralph J. Lirette, Jr. & Nellie Garcia Lirette.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary - 308 Richard Drive	10/23/2024	Executive Summary
Minutes - 308 Richard Drive	10/23/2024	Minutes
Photos - 308 Richard Drive	10/23/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rescinding condemnation order – 308 Richard Drive

PROJECT SUMMARY (200 WORDS OR LESS)

Motion to rescind the condemnation order adopted October 24, 2023, on the residential structure located at 308 Richard Drive, owned by Ralph J. Lirette, Jr. & Nellie Garcia Lirette.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Deon Stewart

Signature

10-23-2024

Date

public road which parallels the right descending bank of Bayou Grand Caillou, by a depth of seventy-five (75') feet between equal and parallel lines; said lot being carved out of that tract of land purchased by the vendor herein from Albert J. Bourg by Act dated February 5, 1960, of record in COB 292, folio 600 of the Terrebonne Parish Conveyance Records, said lot being bounded on the East by the public road bank parallels the right descending bank of Bayou Grand Caillou, on the South by property of Albert J. Bourg or assigns, on the North and on the West by other property of the vendor herein; together with all improvements thereon and with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

are in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structures is hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structures by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential mobile home located at 308 Richard Dr owned by Ralph & Nellie Lirette, Jr., noting the following:

- This matter was continued from the July 25, 2023 condemnation hearing.
- An inspection conducted on October 16, 2023, indicated this structure continues to be in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.

Mrs. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Ms. Elizabeth Gautreaux, property owner, stated they are trying to sell the property after the succession is secured and completed.

Upon request from Ms. J. Domangue, Parish Attorney Julius Hebert said that the succession has no legal bearing on going forward with condemning properties.

Mr. G. Michel moved, seconded by Mr. D. Babin, “THAT, the Council find the residential & accessory structures located at 308 Richard Dr owned by Ralph & Nellie Lirette, Jr., per legal description,

Lot Five (5), of Block Nineteen (19), of Addendum No. 8 to Lisa Park Subdivision, being a subdivision of property belonging to Everett L. Talbot, located in Section 4, T17S, R17E, Terrebonne Parish, Louisiana, shown and designated on a plan thereof made by

Douglass S. Talbot, C.E., dated May 3, 1969, and filed for record under Entry No. 361631, Clerk's Office, Terrebonne parish, Louisiana, said Lot Five (5) of Block Nineteen (19), measuring a front of Sixty-four (64') feet on the Southern side of Richard Drive, by depth of 117.24 feet on its Eastern side line, and a depth of 117.22 feet on its Western side line, and having a rear width of Sixty-four (64') feet, said lot being bounded as follows: Front or North by Richard Drive, East by Lot 6, West by Lot 4, all in Block 19, Addendum No. 8 to Lisa Park Subdivision, and rear or South by property of Lawrence Buquet, now or formerly; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

are in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structures are hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structures by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.
THERE WAS RECORDED:

YEAS: C. Hardings, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential mobile home located at 801 Oak Street, owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin, and Beverly Chauvin Findley Newman, noting the following:

- The initial complaint was received on August 30, 2022 and the initial inspection was completed on August 31, 2022.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.

- The Notice of Violation was issued October 28, 2022, and received November 4, 2022.

Mrs. Brown stated that, as of an inspection completed on October 17, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Ms. J. Domangue stated that she spoke to the property owner, and he intends to bring the property up to code.

Mr. G. Michel moved, seconded by Mr. J. Amedée, "THAT, the Council find the residential mobile home located at 801 Oak Street owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin, and Beverly Chauvin Findley Newman, per legal description,









Monday, October 28, 2024

Item Title:

Rescind Condemnation - 7391 Park Avenue

Item Summary:

Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7391 Park Avenue, owned by F I I D K, LLC.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary - 7391 Park Avenue	10/23/2024	Executive Summary
Minutes - 7391 Park Avenue	10/23/2024	Minutes
Photos - 7391 Park Avenue	10/23/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rescinding condemnation order – 7391 Park Avenue

PROJECT SUMMARY (200 WORDS OR LESS)

Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7391 Park Avenue, owned by F I I D K, LLC.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Deon Stewart

Signature

10-23-2024

Date

- It has not been maintained in a clean, safe, secure, and sanitary condition.
- It has not been maintained free from weeds in excess of 12 inches in height.
- It may be a place of rodent harborage and infestation.
- The exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
- The windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
- The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- The interior of the structure has not been maintained in a good, clean and sanitary condition.
- The Notice of Violation was issued on January 12, 2023, and published on February 1, 2023.

Mrs. Stewart noted that Mr. Tanner Magee was appointed as Ad Hoc Attorney for the property, and he reported the property was properly advertised with no response from the owner and that he concurred with the recommendation of Administration. Mrs. Stewart then stated that, as of an inspection completed on April 19, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Mr. C. Harding moved, seconded by Mr. G. Michel, "THAT, the Council find the residential structure located at 7397 Park Avenue, owned by F I I D K, LLC, per legal description,

LOT 155 X 68 ON NORTH SIDE OF WEST PARK AVENUE KNOWN AS LOT 1 CENAC AND WURZLOW S/D AND ALSO STRIP OF LAND ADJOINING LOT 1. HOUMA, LA 70360,

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by May 31, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. C. Harding.

THERE WAS RECORDED:

YEAS: D. J. Guidry, S. Trosclair, B. Pledger, C. Harding, G. Michel, J. Amedée, J. Domangue, and D. Babin.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 7391 Park Avenue, owned by F I I D K, LLC, noting the following:

- The initial complaint was received on June 21, 2022, and the initial inspection was completed on June 30, 2022.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appears to have been abandoned for an extensive period of time.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - It has not been maintained free from weeds in excess of 12 inches in height.
 - It may be a place of rodent harborage and infestation.
 - The exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.

- The windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
- The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- The interior of the structure has not been maintained in a good, clean and sanitary condition.
- The Notice of Violation was issued on July 5, 2022, and published on January 6, 2023.

Mrs. Stewart noted that Mr. Tanner Magee was appointed as Ad Hoc Attorney for the property, and he reported the property was properly advertised with no response from the owner and that he concurred with the recommendation of Administration. Mrs. Stewart then stated that, as of an inspection completed on April 19, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Mr. G. Michel moved, seconded by Mr. C. Harding, "THAT, the Council find the residential structure located at 7391 Park Avenue, owned by F I I D K, LLC, per legal description,

LOT 155 X 68 FEET ON NORTH SIDE OF WEST PARK AVENUE, KNOWN AS
LOT 1, CENAC & WURZLOW SUBDIVISION & ALSO STRIP OF LAND ADJOINING
LOT 1,

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by May 31, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: D. J. Guidry, S. Trosclair, B. Pledger, C. Harding, G. Michel, J. Amedée, J. Domangue, and D. Babin.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 515 Roosevelt Street, owned by Tyrone and Akisha Turner, noting the following:

- The initial complaint was received on March 24, 2022, and the initial inspection was completed on May 19, 2022.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appears to have been abandoned for an extensive period of time.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - It has not been maintained free from weeds in excess of 12 inches in height.
 - It may be a place of rodent harborage and infestation.
 - The exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
 - The windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
 - The interior of the structure has not been maintained in a good, clean and sanitary condition.





Monday, October 28, 2024

Item Title:

Rescind Condemnation Order - 7397 Park Avenue

Item Summary:

Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7397 Park Avenue, owned by F I I D K, LLC.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary - 7397 Park Avenue	10/23/2024	Executive Summary
Minutes - 7397 Park Avenue	10/23/2024	Minutes
Photos - 7397 Park Avenue	10/23/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rescinding condemnation order – 7397 Park Avenue

PROJECT SUMMARY (200 WORDS OR LESS)

Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7397 Park Avenue, owned by F I I D K, LLC.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Deon Stewart

Signature

10-23-2024

Date

overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:

- The structure appears to have been substantially burned and abandoned for an extensive period of time.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - The stairway, deck, porch and/or balcony has not been maintained in a proper state of repair.
 - It has not been maintained free from weeds in excess of 12 inches in height.
 - It may be a place of rodent harborage and infestation.
 - The exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
 - The windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
 - The interior of the structure has not been maintained in a good, clean and sanitary condition.
- The Notice of Violation was issued on January 11, 2023, and published on February 1, 2023.

Mrs. Stewart noted that Mr. Tanner Magee was appointed as Ad Hoc Attorney for the property, and he reported the property was properly advertised with no response from the owner and that he concurred with the recommendation of Administration. Mrs. Stewart then stated that, as of an inspection completed on April 19, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Mr. G. Michel moved, seconded by Mr. C. Harding, "THAT, the Council find the residential structure located at 7395 Park Avenue, owned by F I I D K, LLC, per legal description,

LOT 155 X 68 ON NORTH SIDE OF WEST PARK AVENUE, KNOWN AS LOT 1 CENAC & WURZLOW S/D. ALSO STRIP OF LAND ADJOINING LOT 1. HOUMA, LA 70363,

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by May 31, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: D. J. Guidry, S. Trosclair, B. Pledger, C. Harding, G. Michel, J. Amedée, J. Domangue, and D. Babin.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 7397 Park Avenue, owned by F I I D K, LLC, noting the following:

- The initial complaint was received on January 5, 2023, and the initial inspection was completed on January 10, 2023.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appears to have been abandoned for an extensive period of time.

- It has not been maintained in a clean, safe, secure, and sanitary condition.
- It has not been maintained free from weeds in excess of 12 inches in height.
- It may be a place of rodent harborage and infestation.
- The exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
- The windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
- The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- The interior of the structure has not been maintained in a good, clean and sanitary condition.
- The Notice of Violation was issued on January 12, 2023, and published on February 1, 2023.

Mrs. Stewart noted that Mr. Tanner Magee was appointed as Ad Hoc Attorney for the property, and he reported the property was properly advertised with no response from the owner and that he concurred with the recommendation of Administration. Mrs. Stewart then stated that, as of an inspection completed on April 19, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Mr. C. Harding moved, seconded by Mr. G. Michel, "THAT, the Council find the residential structure located at 7397 Park Avenue, owned by F I I D K, LLC, per legal description,

LOT 155 X 68 ON NORTH SIDE OF WEST PARK AVENUE KNOWN AS LOT 1
CENAC AND WURZLOW S/D AND ALSO STRIP OF LAND ADJOINING LOT 1.
HOUMA, LA 70360,

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by May 31, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. C. Harding.

THERE WAS RECORDED:

YEAS: D. J. Guidry, S. Trosclair, B. Pledger, C. Harding, G. Michel, J. Amedée, J. Domangue, and D. Babin.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairman declared the motion adopted.

~~Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 7391 Park Avenue, owned by F I I D K, LLC, noting the following:~~

- ~~The initial complaint was received on June 21, 2022, and the initial inspection was completed on June 30, 2022.~~
- ~~The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:~~
 - ~~The structure appears to have been abandoned for an extensive period of time.~~
 - ~~It has not been maintained in a clean, safe, secure, and sanitary condition.~~
 - ~~It has not been maintained free from weeds in excess of 12 inches in height.~~
 - ~~It may be a place of rodent harborage and infestation.~~
 - ~~The exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.~~





Monday, October 28, 2024

Item Title:

Rescind Condemnation Order - 7395 Park Avenue

Item Summary:

Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7395 Park Avenue, owned by F I I D K, LLC.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary - 7395 Park Avenue	10/23/2024	Executive Summary
Minutes - 7395 Park Avenue	10/23/2024	Minutes
Photos - 7395 Park Avenue	10/23/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rescinding condemnation order – 7395 Park Avenue

PROJECT SUMMARY (200 WORDS OR LESS)

Motion to rescind the condemnation order adopted April 24, 2023, on the residential structure located at 7395 Park Avenue, owned by F I I D K, LLC.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Deon Stewart

Signature

10-23-2024

Date

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 124 Price Street, owned by Troy J. Lebouef, noting the following:

- The initial complaint was received on April 8, 2021, and the initial inspection was completed on April 9, 2021.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appears to have been abandoned for an extensive period of time.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - It has not been maintained free from weeds in excess of 12 inches in height.
 - It may be a place of rodent harborage and infestation.
 - The exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
 - The windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- The Notice of Violation was issued on April 13, 2021, published on May 20, 2021, re-issued on June 1, 2022, re-published on June 6, 2022, re-issued on February 1, 2023, and re-published February 6, 2023.

Mrs. Stewart noted that Mr. Tanner Magee was appointed as Ad Hoc Attorney for the property, and he reported the property was properly advertised with no response from the owner and that he concurred with the recommendation of Administration. Mrs. Stewart then stated that, as of an inspection completed on April 19, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Mr. S. Trosclair moved, seconded by Mr. J. Amedée, "THAT, the Council find the residential structure located at 124 Price Street, owned by Troy J. Lebouef, per legal description,

LOT 24, BLOCK 1, ADDENDUM 1. WILLIAM PRICE SUBDIVISION.
MONTEGUT, LA 70377,

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by May 31, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED:

YEAS: D. J. Guidry, S. Trosclair, B. Pledger, C. Harding, G. Michel, J. Amedée, J. Domangue, and D. Babin.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 7395 Park Avenue, owned by F I I D K, LLC, noting the following:

- The initial complaint was received on January 5, 2023, and the initial inspection was completed on January 10, 2023.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the

overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:

- The structure appears to have been substantially burned and abandoned for an extensive period of time.
- It has not been maintained in a clean, safe, secure, and sanitary condition.
- The stairway, deck, porch and/or balcony has not been maintained in a proper state of repair.
- It has not been maintained free from weeds in excess of 12 inches in height.
- It may be a place of rodent harborage and infestation.
- The exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
- The windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
- The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- The interior of the structure has not been maintained in a good, clean and sanitary condition.
- The Notice of Violation was issued on January 11, 2023, and published on February 1, 2023.

Mrs. Stewart noted that Mr. Tanner Magee was appointed as Ad Hoc Attorney for the property, and he reported the property was properly advertised with no response from the owner and that he concurred with the recommendation of Administration. Mrs. Stewart then stated that, as of an inspection completed on April 19, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Mr. G. Michel moved, seconded by Mr. C. Harding, "THAT, the Council find the residential structure located at 7395 Park Avenue, owned by F I I D K, LLC, per legal description,

LOT 155 X 68 ON NORTH SIDE OF WEST PARK AVENUE, KNOWN AS LOT 1 CENAC & WURZLOW S/D. ALSO STRIP OF LAND ADJOINING LOT 1. HOUMA, LA 70363,

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by May 31, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: D. J. Guidry, S. Trosclair, B. Pledger, C. Harding, G. Michel, J. Amedée, J. Domangue, and D. Babin.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairman declared the motion adopted.

~~Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 7397 Park Avenue, owned by F I I D K, LLC, noting the following:~~

- ~~The initial complaint was received on January 5, 2023, and the initial inspection was completed on January 10, 2023.~~
- ~~The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:~~
 - ~~The structure appears to have been abandoned for an extensive period of time.~~





Monday, October 28, 2024

Item Title:

2024 Lease Agreement Between Terrebonne Parish Consolidated Government Head Start and Grace Lutheran Church

Item Summary:

Consider the introduction of an ordinance authorizing the Parish President to execute a lease agreement with Grace Lutheran Church for Head Start classroom space and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/10/2024	Ordinance
Lease Agreement	10/10/2024	Backup Material

OFFERED BY:

SECONDED BY:

ORDINANCE NO: _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE, ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT, A CONTRACT OF LEASE WHEREIN THE TPCG LEASES FROM THE CONGREGATION OF GRACE LUTHERAN CHURCH, 422 VALHI BOULVEARD, HOUMA, LOUISIANA, CLASSROOM SPACE FOR USE BY THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S HEAD START PROGRAM.

WHEREAS, Article VII, Section 14 of the Louisiana Constitution authorizes a political subdivision to use public funds for "programs of social welfare for the aid and support of the needy;" and

WHEREAS, the Terrebonne Parish Consolidated Government is the GRANTEE of the HEAD START program in Terrebonne Parish;

WHEREAS, as part of the HEAD START program in Terrebonne Parish, the TPCG has maintained leases in several locations throughout the parish for classroom space; and

WHEREAS, the purpose of the lease is to create a new lease for additional classroom space for the HEAD START program to further effectuate the power and duty of government, namely that power and duty to promote and provide early education through the HEAD START program for the citizens of Terrebonne Parish; and

WHEREAS, this lease will accomplish the intended purpose in that it will be used to advance the HEAD START program by continuing the established classroom space in Terrebonne Parish;

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that:

SECTION I

The Parish President is hereby authorized to execute and enter into a lease agreement for the consideration of \$1,470.00 per month, a copy of which is annexed hereto, with Grace Lutheran Church to facilitate the Terrebonne Parish Head Start Program by providing necessary classroom space, all located in that building located at the following physical address:

422 Valhi Boulevard, Houma, Louisiana 70360, more specifically, the use of an office, a

classroom/playground, the coat room, and the kitchen in the Fellowship Hall

SECTION II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION III

Any ordinance or part thereof in conflict herewith is hereby repealed.

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid over for two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the _____ day of _____, 2024.

CHAIR
TERREBONNE PARISH COUNCIL

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and time delivered to Parish President:

approved _____ vetoed _____

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Tammy Triggs, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____, 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this _____ day of _____ 2024.

Tammy Triggs, Council Clerk
Terrebonne Parish Council

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

PARISH OF TERREBONNE

GRACE LUTHERAN CHURCH

**STATE OF LOUISIANA
HOUMA, LA**

LEASE AGREEMENT

BE IT KNOWN that on the dates inscribed below,

BEFORE the undersigned Notary(ies) Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, therein residing, and in the presence of the two undersigned competent witnesses residing in said parish,

PERSONALLY, CAME AND APPEARED:

I. PARTIES

GRACE LUTHERAN CHURCH (hereinafter referred to as “LESSOR”) herein represented by its authorized representative, Pastor Richard D. Rudnik, with a mailing address of 422 Valhi Boulevard, Houma, LA 70360.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT or (“TPCG”, hereinafter referred to as “LESSEE”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish, Louisiana, represented herein by Jason W. Bergeron, its Parish President, by virtue of Terrebonne Parish Ordinance No. 9558, or his Designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record with the Terrebonne Parish Recorder of Conveyances at Entry No. 1684823, by virtue of authority under Terrebonne Parish Council Resolution No. _____, and whose mailing address for purposes herein is 8026 Main Street, Houma, LA 70360; and

WITNESSTH:

II. PREAMBLES

WHEREAS, Article VII, Section 14(B) authorizes political subdivisions to use public funds for, among other things, “programs of social welfare for the aid and support of the needy;” and

WHEREAS the Terrebonne Parish Consolidated Government is the GRANTEE of the HEAD START program; and

WHEREAS, the purpose of the contemplated lease is to further effectuate the power and duty of government, namely that power and duty to promote and provide its designated HEAD START obligation for the citizens of Terrebonne Parish; and

WHEREAS this lease will accomplish the intended purpose in that it will be used to advance the HEAD START program by establishing classroom space in Terrebonne Parish;

NOW THEREFORE, in consideration of the mutual covenants herein contained, TPCG and The Congregation of Grace Lutheran Church, each represented by the undersigned duly authorized to act herein, agree to the following:

III. TERMS

3.1 **LESSOR**, for the consideration of the terms and conditions hereinafter stipulated does by these presents, lease, let and grant unto **LESSEE** the right to occupy and one (1) office, one (1) classroom/playground, one (1) coat room and one (1) kitchen in the Fellowship Hall for the purpose of providing one (1) classroom space for the Terrebonne Parish HEAD START program, all located in that building located at the following physical address:

422 Valhi Boulevard, Houma, Louisiana 70360, Terrebonne Parish.
(Terrebonne Parish Parcel #41794)

(hereinafter “Leased Premises”).

In addition, **LESSEE** shall have the right to shared use of entrance and exit corridors and parking areas servicing the building, as well as shared use of designated restroom facilities (“Shared Use Areas”).

3.2 Primary Term. The primary term of this lease shall be for one (1) year, beginning on November 1, 2024, and ending at midnight on October 31, 2025.

3.3 Renewal, Option, Terms Thereof. As further consideration for this lease, **LESSOR** grants unto **LESSEE** the right, option, and privilege to renew and extend this lease for four (4) additional periods of one (1) year each on the same terms and conditions as provided with respect to the primary terms herein. On November 1, 2025, and each anniversary date thereafter, **LESSEE** shall have been deemed to have exercised its right to extend this lease for purposes of the available and upcoming year option period unless **LESSEE** gives written notice to **LESSOR**, no less than thirty (30) days prior to the expiration of any existing one-year period, that **LESSEE** desires to terminate and cancel this lease agreement. 3.3.1 Notwithstanding anything to the contrary in this Lease, **LESSOR** shall have the right to terminate this Lease by providing **LESSEE** written notice no less than thirty days prior to the expiration of any existing one-year period that **LESSOR** desires to terminate and cancel this lease agreement. **LESSEE** must be allowed to end the school year and to make arrangements to close the classrooms prior to termination of this agreement.

IV. CONSIDERATION

4.1. Consideration. **LESSEE** shall pay to the **LESSOR** the sum of **SEVENTEEN THOUSAND SIX HUNDRED FORTY (\$17,640.00)** per year for the Leased Premises. The total amount per year will be paid by the **LESSEE** in (12) twelve equal monthly installments of **ONE THOUSAND FOUR HUNDRED SEVENTY AND NO/100 (\$1,470.00)** each.

4.2 **LESSOR** shall deliver the Leased Premises to the **LESSEE** at the beginning of this lease in a thoroughly sanitary and tenantable condition.

4.3 **LESSEE** agrees to furnish all janitorial and cleaning supplies, including but not limited to, anti-bacterial hand soap, paper towels, and toilet paper for all lavatories. The **LESSEE** shall be responsible for janitorial duties for the lavatories. The **LESSEE** shall be responsible for all necessary cleaning supplies.

4.4 **LESSOR** recognizes that certain non-structural minor improvements and additions, both interior and exterior, will be made by **LESSEE** and **LESSOR** to accomplish the purpose of this lease. Any improvements and additions will have no impact upon the obligations assumed by **LESSOR** and **LESSEE** under the terms and conditions of this lease.

V. INSPECTION, MAINTENANCE, AND REPAIR

5.1 Inspection. **LESSOR** reserves the right to enter upon the said Leased Premises at any time during the existence of this lease for the purpose of inspection of same in order to determine whether the terms and conditions hereof are being observed and carried out by **LESSEE**. Likewise, **LESSEE**, or one of its agent(s) or representative(s), has the right to enter upon the said Leased Premises at any time during the existence of this lease for the purpose of inspection of same in order to determine whether any and all obligations assumed by **LESSOR** are being carried out in accordance with applicable state and federal regulations. Said inspections shall occur at mutually agreeable times and dates, and preferably in a manner that is the least disruptive of classroom instruction.

5.2 Maintenance. **LESSEE**, during the term of this lease, shall maintain the interior of the Leased Premises and shall return the Leased Premises in the same condition as it was at the commencement of this lease.

5.2.1 **LESSEE** shall be responsible for janitorial duties and cleaning the interior of the Leased Premises.

5.2.2 **LESSOR**, during the term of this lease, shall maintain and keep the exterior of the Leased Premises in as good a state of repair as it is at the time of the commencement of this lease.

5.2.3 **LESSOR** agrees to maintain the roof and ensure that the building remains structurally sound. **LESSOR** agrees to maintain the insulation of the Leased Premises, and ensure that the Leased Premises remain dry at all times. High moisture and humidity are not acceptable conditions.

5.2.4 **LESSOR** shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by the **LESSOR**. **LESSOR** shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. **LESSOR** shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the **LESSEE**, its agents, or its employees. **LESSOR** shall be responsible for any damages to **LESSEE'S** employees, agents, invitees, visitors, and property and/or equipment that are result of **LESSOR'S** negligence to properly maintain the premises. **LESSEE** shall be responsible for providing written notice to **LESSOR** of the necessity of any repairs or maintenance.

5.2.5 **LESSEE** obligates itself to keep the plumbing free from obstruction to stoppage caused by its own negligence or imprudent usage. **LESSEE**

agrees to protect plumbing if there is any danger of, whatsoever, freezing.

5.3 Security. **LESSOR** agrees to maintain all building entrances and exits. **LESSOR** agrees to furnish and maintain lighting in accordance with standard school lighting requirements and outdoor security lighting, and **LESSOR** shall be responsible for the repair of the same in case of failure of said lighting. **LESSOR** is also obligated to provide security for the Leased Premised in that every reasonable effort must be made to secure all entrances and exits to the Leased Premises at all times during the existence of this lease.

5.4 Repairs. The Parties are responsible for repairs as follows:

5.4.1 **LESSEE** agrees to make no unauthorized repairs (including painting) or additions to the Leased Premises without prior consent of **LESSOR** and to protect the floors from damage. **LESSOR** shall be responsible for the replacement of all windows broken or damaged, except when such breakage or damage results from activities of **LESSEE** as contemplated in this contract of lease. **LESSOR** shall also be responsible for the repair or replacement of heating equipment used to furnish heat to the Leased Premises.

5.4.2 **LESSEE** shall be responsible for the repair or replacement of air conditioning equipment used to furnish cool air to the Leased Premises. **LESSEE** shall also be responsible for the repair or replacement of any and all fences, fencing materials and playground equipment used by the HEAD START program.

VI. INDEMINIFICATION

6.1 Lessor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Lessor, its agents, servants, officers, and/or employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the Terrebonne Parish Consolidated Government, its departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the Lessor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

6.2 Lessee agrees to defend, indemnify, save, and hold harmless the Lessor, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Lessee, its agents, servants, officers, and/or employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for

losses or injuries occurring as the result of the sole negligence of the Lessor, their officers, agents, servants and employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the Lessee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

VII. INSURANCE

See "Exhibit A."

VIII. PURPOSE OF LEASE; USE OF THINGS LEASED

8.1. The premises are herein leased to **LESSEE** to occupy and use for the purpose of providing two (2) educational classroom spaces, one (1) cafeteria space for meal service for the local HEAD START program.

8.1.1 **LESSEE** must use the Leased Premises for secular purposes only and may not use the Leased Premises for any purpose not expressly contained herein or for any purpose that is unlawful. **LESSEE** may not use the Leased Premises in a manner that will injure or depreciate the Leased Premises.

8.1.2 **LESSOR** shall not promote religion in any nature, form or fashion in the Leased Premises during the existence of this lease.

IX. OTHER TERMS AND CONDITIONS

9.1 ASSIGNMENT

The privileges, rights, and obligations herein shall not be assigned, in whole or in part, in any manner except by operation of law, without the prior written consent of the **LESSOR**. In case of such assignment or succession so consented to, all of the conditions and provisions herein shall apply to the original party and such substituted **LESSEE**.

9.2 GOVERNING LAW

The validity, interpretation, and performance of this agreement, including all documents related thereto, shall be controlled and construed in accordance with the laws of the State of Louisiana. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court for the Parish of Terrebonne, State of Louisiana, or any successor thereto, and all parties hereto submit to the jurisdiction of said court.

9.3 NO WAIVER

Failure to strictly and promptly enforce these conditions shall not operate as a waiver of either party's rights. **LESSOR** expressly reserves the right to always enforce prompt payment of rent or to cancel this lease, regardless of any indulgence or extensions previously granted.

9.4 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this lease shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this lease.

9.5 FORCE MAJEURE

The performance of this lease may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this lease will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

X. NOTICES

10.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

10.1.1 As to LESSOR: Grace Lutheran Church
422 Valhi Boulevard
Houma, LA 70360

10.1.2 As to LESSEE: Terrebonne Parish Consolidated Government
Head Start Program
809 Barrow Street
Houma, LA 70360

XI. SIGNATURES OF THE PARTIES

11.1 GRACE LUTHERAN CHURCH (LESSOR)

THUS DONE AND SIGNED on this ____ day of _____, 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

GRACE LUTHERAN CHURCH

Printed: _____

BY: _____
PASTOR RICHARD D. RUDNIK,
AUTHORIZED REPRESENTATIVE

Printed: _____

NOTARY PUBLIC

11.2 TERREBONNE PARISH CONSOLIDATED GOVERNMENT (LESSEE)

THUS DONE AND SIGNED on this ____ day of _____, 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

**WITNESSES: TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____ **BY: _____**
JASON W. BERGERON, PARISH PRESIDENT
OR: NOAH J. LIRETTE, CAO

Printed: _____

NOTARY PUBLIC