
TERREBONNE PARISH COUNCIL

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Mr. Steve Trosclair	Chairman
Ms. Jessica Domangue	Vice-Chairman
Dr. John Navy	Member
Mr. Carl Harding	Member
Mr. Gerald Michel	Member
Mr. John Amedee	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Daniel Babin	Member
Mr. Dirk J. Guidry	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

November 28, 2022
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. Presentation by the Housing and Human Services Department regarding an annual report on the Head Start program's 2022 - 2023 school year.
2. **RESOLUTION:** Authorizing the Parish President to sign and submit the 2022 Community Development Block Grant and Home Investment Partnerships Program grant agreements to the United States Department of Housing & Urban Development.
3. **RESOLUTION:** Authorizing the assignment and assumption of loan documents by and among Terrebonne

Elderly Housing Limited Partnership, New Bonne Terre Village I, LLC, and Terrebonne Parish Consolidated Government.

4. Introduce an ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Claude Luke, Jr. and Pauline Luke for the property that bears a municipal address of 110 Indigo Street, Dulac, Louisiana 70353 and call a public hearing on said matter on Wednesday, December 14, 2022, at 6:30 p.m.
5. Introduce an ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Virgia Beach and James Beach for the property that bears a municipal address of 214 Bayou Gardens Drive, Houma, Louisiana 70364 and call a public hearing on said matter on Wednesday, December 14, 2022, at 6:30 p.m.
6. Introduce an ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Alvin and Beverly Billiot for the property that bears a municipal address of 7326 Shrimpers Row, Dulac, Louisiana 70353 and call a public hearing on said matter on Wednesday, December 14, 2022, at 6:30 p.m.
7. Adjourn

Category Number:
Item Number:



Monday, November 28, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, November 28, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

Category Number:
Item Number: 1.



Monday, November 28, 2022

Item Title:

2022 Annual Report

Item Summary:

Presentation by the Housing and Human Services Department regarding an annual report on the Head Start program's 2022 - 2023 school year.

ATTACHMENTS:

Description

Executive Summary

Annual Report

Upload Date

11/21/2022

11/17/2022

Type

Executive Summary

Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Head Start Annual Report

PROJECT SUMMARY (200 WORDS OR LESS)

Head Start Annual Report for Program Year 2022

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The Head Start Program is required to provide a programmatic and financial report to its governing board annually.

TOTAL EXPENDITURE

0

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

1

2

3

4

5

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Kelli Cunningham

Signature

11/21/2022

Date

**Terrebonne Parish Consolidated Government
Head Start Program
Annual Report**

1. Program Year 2022

Terrebonne Parish Consolidated Government was awarded \$1,538,905.00 from the Administration for Children and Families for the 2022 fiscal year. \$1,519,427.00 was allocated for program funding and \$19,478.00 was allocated for training and technical assistance. An additional \$44,643.00 was also received for a cost-of-living allowance for the Head Start employees.

TPCG is required to contribute a 20% non-federal share match of \$384,726.25 to fund the Head Start Program. \$490,785.00.00 from the TPCG General Fund, along with \$20,000.00 from the Community Development Block Grant was allocated to meet this requirement.

2. School Readiness

The School Readiness Plan and Goals for 2022-2023 school year have been created and posted on the TPCG website. These goals have been developed to ensure that children are prepared and ready to enter Pre-Kindergarten or Kindergarten when they leave the Head Start Program. The school readiness team have developed the plan and goals. The team members include Head Start staff, other agency educators, Head Start Policy Council members and Head Start Parents. The goals aligned with the curriculum used by the Head Start Program (Creative Curriculum), our data system (Teaching Strategies GOLD), and the Louisiana Department of Education's Early Learning Standards.

Data collected from each child is entered into the data system at least twice per week and a Child Outcomes Report is generated three times per year. This data is then analyzed to ensure that each child is progressing towards his or her goals as well as the overall School Readiness Goals. A report is run to show how each classroom, center and the program is progressing toward meeting the School Readiness Goals. The data is then used for planning purposes, including building capacity in the classrooms if needed and/or for professional development of the teaching staff. The School Readiness Plan and Outcomes Report have been uploaded to the Head Start link on TPCG's website (www.tpcg.org)

3. 2021-2022 School Year

The Head Start Program was funded for 170 children.

4. Disabilities

During the 2021-2022 school year, we served 37 children who had diagnosed disabilities. We met the mandate of serving at least 10% of our funded enrollment (18.6%) for that school year. Currently, we are serving 18 of children with diagnosed disabilities or 15% of our total enrollment of 85 children (21.1%)

5. The Head Start Program is a sponsor of the Child and Adult Care Food Program and receives reimbursement from the USDA/LA Department of Education for the meals

served to the children. Through October 2022, we received \$ 48,584.60.00 from the Department of Education/USDA. Total food costs through October 2022 were \$95,780.60.

Total Meals Served from January through October 2022:

Breakfast:	7098
Lunch:	6909
PM Snack	5815

6. The Senior Class of Vandebilt Catholic School continues to sponsor all of the Head Start Children for Christmas. The sponsorship is a part of their Senior Project. This year will be the **fifth** year of this partnership.
7. The Terrebonne Foundation for Academic Excellence continues to provide all Head Start children with a book each month from the Dolly Parton Imagination Library. The foundation has also agreed to fund a book a month for each of the ten Head Start classrooms.

Annual Governance Training For TPCG's Governing Board

Revised on November 16, 2022

1. Bylaws

2. Impasse Policy

3. Roles and Responsibilities

- Governing Board has ultimate responsibility of the Head Start grant (legal and fiscal responsibility)
 - Grantee must have written policies that define the roles and responsibilities of the governing body members and that inform them of the management procedures and functions necessary to implement a high-quality program.
 - Grantee agencies must ensure that appropriate internal controls are established and implemented to safeguard Federal funds in accordance with 45 CFR 1301.13.
- Each Grantee agency and Policy Council must establish written procedures for resolving internal disputes, including Impasse procedures, between the governing body and the policy group.

4. Financial Reporting

Each month, the Policy Council and Governing Board members shall receive the following financial reports:

- Monthly Head Start Program budget spreadsheet that includes information on monthly expenditures in each line item as well as budget to date information.
- Administrator's Monthly Report that shall include all credit card expenditures and information on monthly meal counts and expenses.

Category Number:
Item Number: 2.



Monday, November 28, 2022

Item Title:

2022 Annual Action Plan

Item Summary:

RESOLUTION: Authorizing the Parish President to sign and submit the 2022 Community Development Block Grant and Home Investment Partnerships Program grant agreements to the United States Department of Housing & Urban Development.

ATTACHMENTS:

Description	Upload Date	Type
Ex Summary	11/17/2022	Executive Summary
Resolution	11/17/2022	Resolution
Agreement	11/17/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
2022 Annual Action Plan
PROJECT SUMMARY (200 WORDS OR LESS)
A resolution authorizing the Parish President to sign and submit the 2022 Community Development Block Grant and Home Investment Partnerships Program grant agreements to the United States Department of Housing & Urban Development. Terrebonne Parish Consolidated Government has been awarded \$930,038.00 in Community Development Block Grant Program funds and \$421,933.00 in Home Investment Partnerships Program funds to carry out programs and services in accordance with the 2020 to 2025 Consolidated Plan and the 2022 Annual Action Plan.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To authorize and empower the Housing and Human Services Director to carry out the programs and services outlined in the Plan, in accordance with established policies and procedures.
TOTAL EXPENDITURE
\$1,351,971.00
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUAL ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)
N/A NO YES IF YES AMOUNT BUDGETED: \$1,351,971.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)
PARISHWIDE 1 2 3 4 5 6 7 8 9

Kelli Cunningham
Signature

11/17/2022
Date

Resolution

A resolution authorizing the Parish President to sign and submit the 2022 Community Development Block Grant and Home Investment Partnerships Program grant agreements to the United States Department of Housing & Urban Development

WHEREAS, Terrebonne Parish Consolidated Government's 2022 Annual Action Plan has been approved by the United States Department of Housing & Urban Development; and

WHEREAS, Terrebonne Parish Consolidated Government has been awarded \$930,038.00 in Community Development Block Grant Program funds and \$421,933.00 in Home Investment Partnerships Program funds to carry out programs and services in accordance with the 2020 to 2025 Consolidated Plan and the 2022 Annual Action Plan.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize Parish President Gordon Dove to sign and submit the grant agreements and any other documents or amendments necessary between Terrebonne Parish Consolidated Government and the United States Department of Housing & Urban Development.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize and empower the Housing and Human Services Director to carry out the programs and services outlined in the Plan, in accordance with established policies and procedures.

2022 CONSOLIDATED PLAN GRANT AGREEMENT

Terrebonne Parish Consolidated Government

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Terrebonne Parish Consolidated Government, Grantee.

Community Development Block Grant (CDBG) Program

Grant Number: B-22-MC-22-0011

TIN: 72-6001390

The terms of the CDBG award in the amount of **\$930,038** which are the subject of this part of this Agreement, are set forth in the attached executed HUD Form 7082, Funding Approval/Agreement. In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM) (SAM replaces CCR), and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

HOME Investment Partnerships Act (HOME) Program

Grant Number: M-22-MC-22-0209

TIN: 72-6001390

The terms of the HOME grant in the amount of **\$421,933**, which are the subject of this part of this Agreement, are set forth in the attached executed HUD Form 40093, Funding Approval and HOME Investment Partnerships Agreement.

Also incorporated as part of this Agreement are the Consolidated Plan and the certifications submitted to the Secretary by the Grantee. The Grantee further certifies that it is following a current Consolidated Plan that has been approved by HUD.

The Grantee agrees to comply with all applicable laws and regulations in distributing funds provided under this Grant Agreement and to accept responsibility for ensuring compliance by sub-recipient entities to which it makes funding assistance hereunder available.

The Grantee further agrees to comply with provisions of the environmental requirements of 24 CFR Part 58 as applicable under Section 104(g) of the Housing and Community Development Act of 1974 with respect to funds provided under this Grant Agreement.

This Grant Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
The Secretary

By: 
Cheryl S. Breaux, Director
Office of Community Planning & Development

11-14-2022
Date

GRANTEE
Terrebonne Parish Consolidated Government

By : _____
Signature

Title

Date

Funding Approval/Agreement

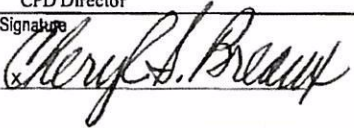
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Houma-Terrebonne	3a. Grantee's 9-digit Tax ID Number 726001390	3b. Grantee's 9-digit DUNS Number X6CFK7JK1NT3 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 809 Barrow St Houma, LA 70360-4722	4. Date use of funds may begin 1/1/2022	
	5a. Project/Grant No. 1 B-22-MC-22-0011	6a. Amount Approved \$930,038
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Cheryl S. Breaux	Grantee Name (Contractual Organization) Houma-Terrebonne (Terrebonne Parish Consolidated Govt)
Title CPD Director	Title
Signature 	Signature x
Date (mm/dd/yyyy) 9-15-2022	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 1/1/2022	
11. Amount of Community Development Block Grant FY 2022			
a. Funds Reserved for this Grantee			
b. Funds now being Approved \$930,038			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature x

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153								
	176								
		Y			Project Number		Amount		
		Y			Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By	
								Verified By	

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation

and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act
Assistance Listings#14.239 – HOME Investment Partnerships Program

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Grantee Name (must match the name associated with 3b.) and Address Houma-Terrebonne 809 Barrow St Houma, LA 70360-4722		2. Grant Number (Federal Award Identification Number (FAIN)) M22-MC220209	
		3a. Tax Identification Number 726001390	3b. Unique Entity Identifier (formerly DUNS) X6CFK7JK1NT3
		4. Appropriation Number 862/50205	5. Budget Period Start and End Date FY 2022 through FY 2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds			\$
b. Community Housing Development Org. (CHDO) Competitive			\$
7. Current Transaction (+ or -)			\$421,933.00
a. Formula Funds			\$421,933.00
1. CHDO (For deobligations only)			\$
2. Non-CHDO (For deobligations only)			\$
b. CHDO Competitive Reallocation or Deobligation			\$
8. Revised Obligation			\$
a. Formula Funds			\$
b. CHDO Competitive Reallocation			\$
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) / / 9/15/2022	
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/01/2030	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	
—	—%		
—	—%		
—	—%		
—	—%		

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments. The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Cheryl S. Breaux, CPD Director	14. Signature Cheryl S. Breaux	15. Date 9-15-2022
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date / /

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME

Source of Funds	Appropriation Code	PAS Code	Amount
2022	86 2/5 0205	HMF (L)	\$420,252.00
2021	861/40205	HMF (J)	\$ 927.00
2020	860/30205	HMF (H)	\$ 385.00
2013	86 X 0205-13	HMC (O)	\$ 369.00



Monday, November 28, 2022

Item Title:

HOME Investment Partnership Program Assignment and Loan Assumption

Item Summary:

RESOLUTION: Authorizing the assignment and assumption of loan documents by and among Terrebonne Elderly Housing Limited Partnership, New Bonne Terre Village I, LLC, and Terrebonne Parish Consolidated Government.

ATTACHMENTS:

Description	Upload Date	Type
Ex Summary	11/18/2022	Executive Summary
Resolution	11/18/2022	Resolution
Sub. Agreement	11/18/2022	Backup Material
Amended Agreement	11/18/2022	Backup Material
Amended Promissory	11/18/2022	Backup Material
Assumption of Loan	11/18/2022	Backup Material
Scope Overview	11/18/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
HOME Investment Partnerships Program Assignment and Loan Assumption	
PROJECT SUMMARY (200 WORDS OR LESS)	
A resolution authorizing the assignment and assumption of loan documents by and among Terrebonne Elderly Housing Limited Partnership, New Bonne Terre Village I, LLC, and Terrebonne Parish Consolidated Government	
PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)	
To perform a substantial renovation of Bonne Terre Village's exterior envelope, certain upgrades to existing apartments, finishes, and systems, and improve the common/amenity space throughout the property.	
TOTAL EXPENDITURE	
0	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	YES
IF YES AMOUNT BUDGETED: 0	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

Kelli Cunningham

Signature

11/18/2022

Date



Bonne Terre Village I
7614 Main Street

Property Renovation Scope

Estimated Construction/Rehab. Costs: \$5,010,000

The Owner intends to perform a substantial renovation of the building's exterior envelope, certain upgrades to existing apartments, finishes, and systems, and looks forward to improving the common/amenity space throughout the property. Focused on maintenance and quality improvements, the planned renovation scope provides for a comprehensive restoration of the building's exterior envelope, including:

- Recladding exterior wall surfaces with cementitious siding/panels;
- Existing single-paned aluminum windows to be replaced with double-paned, energy efficient vinyl windows;
- Assessment and maintenance, as needed, of existing doors and roof/gutters.

In addition to ensuring long-term durability through the weatherproofing scope listed above, the Bonne Terre Village I rehabilitation promotes improved efficiency and comfort for its residents with repair, upgrade, and/or replacement of building systems and finishes including certain instances addressing:

- Access control/security/CCTV systems;
- HVAC systems;
- Circulating building hot water system;
- Electric fixtures;
- Plumbing fixtures;
- Unit flooring;
- Kitchen and bathroom cabinets/countertops;
- Appliances (stoves/ovens, refrigerators, microwaves, vent hoods);
- Trash compactor;
- Prep & paint walls and ceilings; and
- Laundry equipment and addition of new laundry facilities.

Additionally, the residents will enjoy the following site improvements included in the rehabilitation scope:

- Fence/Gate repairs
- New courtyard/picnic area;
- Landscaping;
- New pet walk area.

812 Gravier St., Suite #200, New Orleans, LA 70112
hricommunities.com

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution authorizing the assignment and assumption of loan documents by and among Terrebonne Elderly Housing Limited Partnership, New Bonne Terre Village I, LLC, and Terrebonne Parish Consolidated Government

WHEREAS, on April 19, 1995, Terrebonne Parish Consolidated Government loaned HOME Investment Partnerships Program funds to Terrebonne Elderly Housing Limited Partnership in the amount of \$1,350,000.00 for the construction of Bonne Terre Village, a 51-unit apartment complex for the elderly located at 7614 West Main Street, Houma, LA, and

WHEREAS, Terrebonne Elderly Housing Limited Partnership is requesting Terrebonne Parish Consolidated Government's authorization for the assignment and assumption of the HOME Investment Partnerships Program Regulatory Agreement and Loan documents to New Bonne Terre Village I, LLC for the major renovation of the apartment complex, and

WHEREAS, New Bonne Terre Village I, LLC will assume the original principal amount of \$1,350,000.00 and approximately \$351,000.00 in accrued and unpaid interest as of December 31, 2022.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove, to execute an Amended and Restated HOME Investment Partnerships Program Regulatory Agreement, an Assignment and Assumption of Loan Documents, an Intercreditor and Subordination Agreement, a Mortgage, and an Amended and Restated Promissory Note with New Bonne Terre Village I, LLC in the amount of \$1,701,000.00.

INTERCREDITOR AND SUBORDINATION AGREEMENT
NEW BONNE TERRE VILLAGE I

This Intercreditor and Subordination Agreement (this "**Agreement**") is entered into as of December _____. 2022, by and among TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a public body corporate and politic of the State of Louisiana (the "**Subordinate Lender**"), CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association (the "**Construction Lender**"), and NEW BONNE TERRE VILLAGE I, LLC, a Louisiana limited liability company ("**Borrower**").

RECITALS:

A. Borrower is the owner of a 51 unit senior housing affordable development (the "**Project**") to be rehabilitated in Houma, Louisiana on the property (the "**Property**") which is more fully described on Exhibit "A" attached hereto and incorporated herein by reference.

B. The Subordinate Lender has made a subordinate loan (the "**Subordinate Loan**") for the Project in the amount of \$1,701,000.00 to Borrower which will be evidenced by a promissory note in the principal amount of \$1,701,000.00 which loan is secured by the Property and the Project through a Mortgage, Security Agreement and Pledge of Leases and Rents (the "**Subordinate Mortgage**") (such funding is referred to herein as the "**Subordinate Loan Funds**").

C. Pursuant to a Construction Loan Agreement (the "**Construction Loan Agreement**") of even date herewith, the Construction Lender has agreed to make a loan (the "**Construction Loan**") in an amount not to exceed \$_____, to provide financing for the Project. The Construction Loan is evidenced by a promissory note in the amount of \$_____, and is fully described in and secured by, among other things, a Mortgage, Pledge of Leases and Rents, Security Agreement and Fixture Filing of even date with such note (the "**Construction Mortgage**"), and covering the Property and the Project and to be recorded in the Official Public Records of Terrebonne Parish, Louisiana.

D. The Subordinate Lender, Borrower, and the Construction Lender wish to enter into this Agreement to fully set forth their agreement regarding the relationship of the Subordinate Loan Funds to the Construction Loan and other matters of mutual interest to the Subordinate Lender and the Construction Lender with respect to the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subordinate Lender and the Construction Lender hereby agree as follows:

1. Definitions. In addition to the defined terms set forth elsewhere herein, the following term shall have the meaning set forth below:
 - (a) "Construction Loan Documents" means all notes, mortgages, agreements, instruments, and documents, pertaining to, evidencing, or securing the Construction Loan Funds.
 - (b) "Subordinate Loan Documents" means all notes, mortgages, agreements, instruments, and documents, pertaining to, evidencing, or securing the Subordinate Loan Funds.
 - (c) "HOME Program" means the HOME Investment Partnership's Program established by HUD pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act, as amended.
 - (d) "HOME Program Requirements" means the regulations contained at 24 CFR Part 92 and any other rules or regulations established under the HOME Program.
 - (e) "HUD" means the United States Department of Housing and Urban Development.
2. Acknowledgments, Representations, and Consents. The Subordinate Lender represents to the Construction Lender that (i) the Subordinate Loan Documents are in full force and effect (and will remain in full force and effect throughout the term of this Agreement), (ii) all conditions to the Subordinate Lender's obligations set forth in the Subordinate Loan Documents have been satisfied by Subordinate Lender, (iii) all HOME Program Requirements have been satisfied and fulfilled, and (iv) the Subordinate Loan Documents will constitute a commitment by the Subordinate Lender to make the Subordinate Loan Funds available to Borrower for the Project as hereafter provided subject to the terms and conditions of the Subordinate Loan Documents.
3. Subordination by Subordinate Lender. The Subordinate Lender and Borrower agree that to the extent any voluntary or involuntary liens, claims, and security

interests, whether by agreement, at law, or in equity, of the Subordinate Lender and/or Borrower (or any other entity claiming by, through, or under the Subordinate Lender) now or hereafter secure the payment and/or performance of Borrower's obligations under and with respect to the Subordinate Loan Funds and the Subordinate Loan Documents or otherwise with respect to the Project (including, without limitation, the liens granted in the mortgage executed by Borrower to the Subordinate Lender), said liens, claims, and security interests are and shall forever remain junior, subordinate, and inferior, to the liens and security interests of the Construction Lender securing payment of the Construction Loan and, by its execution hereof, the Subordinate Lender hereby evidences said subordination. For the avoidance of doubt, the Subordinate Lender acknowledged that the Construction Mortgage shall be at all times and remain a superior right and privilege upon the Property and that the Subordinate Mortgage shall be and remain at all times inferior and subject to the Construction Mortgage and in the event of a sale of the Property, by foreclosure or otherwise, the Construction Mortgage shall rank in preference and priority over the Subordinate Mortgage.

4. Notice of Defaults. (a) If a default or an event of default (or an event which with the passage of time or the giving of notice or both would be an event of default) occurs under the Subordinate Loan Documents ("Subordinate Loan Default"), then the Subordinate Lender will provide Construction Lender with a copy of any written notice thereof contemporaneously with the delivery of such notice to Borrower and shall permit the Construction Lender the right, but not the obligation, to cure the default within any applicable grace or cure period provided for in the Subordinate Loan Documents.

(b) Construction Lender shall provide the Subordinate Lender with a copy of each notice ("Construction Loan Default Notice") of any default or event of default ("Construction Loan Default") under and with respect to the Construction Loan or Construction Loan Documents provided to Borrower simultaneously with the giving of that notice to Borrower and shall permit the Subordinate Lender the right, but not the obligation, to cure the default within any applicable grace or cure period provided for in the Construction Loan Documents.

(c) Notwithstanding anything to the contrary herein, and so long as there is no default or event of default under the Construction Loan Agreement then continuing, or would result therefrom, Borrower may make the scheduled payments (as set forth in the Subordinate Loan Documents) on the Subordinate

Loan to the Subordinate Lender (but not prepayments).

(d) In the event of any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement with creditors, whether or not pursuant to bankruptcy laws, sale of all or substantially all of the assets, dissolutions, liquidations or any other marshaling of the assets and liabilities of Borrower, the Subordinate Lender and the Construction Lender agree that the Construction Loan will be paid prior to the Subordinate Loan. The Subordinate Lender agrees to file any claim, or other instrument of similar character necessary to enforce the obligations of Borrower under the Subordinate Loan Documents, and will hold in trust for Construction Lender and immediately pay over to Construction Lender, in the form received (except for the Subordinate Lender's endorsement or assignment which the Subordinate Lender agrees to provide upon Construction Lender's request) to be applied on the Construction Loan, any and all moneys, dividends, or other assets received in any such proceeding on account of the Subordinate Loan, unless and until the Construction Loan shall be paid in full.

5. Casualty or Condemnation. In the event of any taking, condemnation or other exercise of eminent domain of all or a portion of the Property or a fire or other casualty resulting in damage to all or a portion of the Property, the Subordinate Lender and the Construction Lender agree that the Construction Loan will be paid prior to the Subordinate Loan. Furthermore, the rights of the Subordinate Lender shall be and remain subordinate in all respects to the Construction Lender's rights under the Construction Mortgage with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim made by the Construction Lender. It being understood by all parties hereto that the Construction Lender at all times has first priority of the proceeds of such settlement or adjustment for the payment of any outstanding indebtedness under the Construction Loan.
6. Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or if by reason of its exercise of any other right or remedy under the Subordinate Loan, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Construction Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the Construction Mortgage.
7. Payments After Construction Loan Default. The Borrower agrees that, after it

receives notice (or otherwise acquires knowledge) of a Construction Loan Default, it will not make any payments under or pursuant to the Subordinate Loan (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage, as applicable) without the Construction Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Construction Loan Default Notice from the Construction Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Construction Lender's prior written consent. The Subordinate Lender shall receive written notice from the Construction Lender of any Construction Loan Default that gives rise to the Subordinate Lender's obligation not to accept payments, and Construction Lender shall make commercially reasonable efforts to notify Subordinate Lender in writing whether such default has been cured, waived, or otherwise suspended by the Construction Lender. In the event of such cure, waiver or suspension, the restrictions on payment to the Subordinate Lender in this Section 7 shall terminate, and the Construction Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Construction Loan Default Notice from the Construction Lender in accordance with the provisions of this Section 7. Notwithstanding anything to the contrary contained in the Subordinate Loan Documents, the Subordinate Lender agrees that its refusal to accept Subordinate Loan payments from the Borrower under this Section 7 shall not constitute a default by the Borrower under the Subordinate Loan Documents.

8. Remitting Subordinate Loan Payments to Construction Lender. If, after the Subordinate Lender receives a Construction Loan Default Notice from the Construction Lender in accordance with Section 7 above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Construction Lender and unless the Construction Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Construction Lender, properly endorsed to the Construction Lender, to be applied to the principal of, interest on and other amounts due under the Construction Loan Documents in accordance with the provisions of the Construction Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such

payments to the Construction Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Construction Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Construction Lender under this Section 7, shall not be applied or otherwise credited against the Subordinate Loan. Notwithstanding anything to the contrary contained in the Subordinate Loan Documents, the Subordinate Lender agrees that the remittance of any payments to the Construction Lender under this Section 8 shall not constitute a default by the Borrower under the Subordinate Loan Documents.

9. Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing, any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Construction Lender's prior written consent.
10. Modification or Refinancing of Construction Loan. The Subordinate Lender consents to any agreement or arrangement in which the Construction Lender waives, postpones, extends, reduces or modifies any provisions of the Construction Loan Documents, including any provision requiring the payment of money, in connection with a refinancing of or replacement financing for the Construction Loan, including, without limitation, the conversion of the Construction Loan to permanent financing. Subordinate Lender further agrees that: (a) its agreement to subordinate hereunder shall extend to any new mortgage debt for the purpose of refinancing all or any part of the Construction Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); (b) all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; (c) such holder shall assume the obligations of the Construction Lender hereunder; and (d) all references to the Construction Loan, the Construction Loan Note, the Construction Loan Mortgage, the Construction Loan Documents and Construction Lender shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note. Notwithstanding the preceding to the contrary, Construction Lender agrees that: (x) the refinancing or replacement of all or any part of the Construction Loan shall not require any Subordinate Lender to modify the terms of its Subordinate Loan Documents or otherwise extend the term of its Subordinate Loan, or have a material or adverse effect on any other Subordinate

Loan; and (y) the aggregate principal amount of the Construction Loan may not increase beyond the amount necessary to cover reasonable and necessary costs associated with the closing and/or refinancing.

11. Subordination to Extended Low-Income Housing Commitment. Construction Lender and Subordinate Lender agree and acknowledge that their rights under the Construction Mortgage and the Subordinate Mortgage shall be subordinate to any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) (the "Extended Use Agreement") recorded against the Property; provided that such Extended Use Agreement, by its terms, must terminate upon foreclosure under the Construction Mortgage and the Subordinate Mortgage or upon a transfer of the Property by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.
12. Subordinate Lender's Exercise of Remedies After Notice to Construction Lender. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Construction Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has received the prior written consent of the Construction Lender; provided, however, the Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to the Subordinate Lender under the Subordinate Loan Documents (other than commencing foreclosure proceedings or accelerating the Subordinate Loan) and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of the Borrower relating to income, rent, or affordability restrictions.
13. Notices. Any notice by one party to the other hereunder shall be in writing and shall be delivered in person or by United States Mail, postage prepaid, certified, return receipt requested. Notice shall be deemed delivered on the date delivered, or if mailed, three days after deposit in the U.S. Mail. Notice shall be delivered to the following addresses:

To the Subordinate Lender: Terrebonne Parish Consolidated Government
4800 Highway 311

Houma, LA 70361
Attention: [Mayor]

With a copy to:

Attention: _____

To the
Construction Lender:

Capital One, National Association
299 Park Avenue, 14th Floor
New York, New York 10171

With a copy to:

Dwyer, Cambre & Suffern
3000 West Esplanade Avenue, Suite 200
Metairie, Louisiana 70002
Attention: Edward T. Suffern, Jr.

To the Borrower:

New Bonne Terre Village I, LLC
812 Gravier Street, Suite 200
New Orleans, Louisiana 70114
Attention: Josh Collen

With a copy to:

Elkins, P.L.C.
201 St. Charles Avenue, Suite 4400
New Orleans, LA 70170
Attention: Deborah Davis

With a copy to:

Hudson Bonne Terre Village I, LLC
c/o Hudson Housing Capital LLC
630 Fifth Avenue, 28th Floor
New York, New York 10111
Attention: Joseph A. Macari

With a copy to:

Jones Walker, LLP
420 20th Street North, Suite 1100 Birmingham,
Alabama 35203
Attention: Kelly R. Lewis and Brandon D.
Hughey

The parties may change their addresses for purposes of notice by giving the other party ten (10) days' written notice of the address change in the manner hereinabove stated.

12. Miscellaneous.

a. This Agreement constitutes the entire agreement of the three parties hereto with respect to the subject matter hereof, and all other prior and contemporaneous written or oral agreements. Any amendment hereto must be in writing executed by the Subordinate Lender, the Borrower, and the Construction Lender. Separate agreements exist between the Subordinate Lender and the Borrower that are not in conflict.

b. Time is of the essence in the performance of the parties' obligations hereunder.

c. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA AND APPLICABLE UNITED STATES FEDERAL LAW. THE EXCLUSIVE VENUE FOR THIS AGREEMENT SHALL BE HOUMA, TERREBONNE PARISH, LOUISIANA. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE UNDERSIGNED HEREBY AGREE THAT THE STATE AND FEDERAL COURTS LOCATED IN TERREBONNE PARISH, LOUISIANA OR THE EASTERN DISTRICT OF LOUISIANA SHALL HAVE EXCLUSIVE JURISDICTION AND VENUE WITH RESPECT TO ALL ACTIONS BROUGHT BY OR AGAINST ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT AND/OR ANY OF THE OTHER LOAN DOCUMENTS, AND THE UNDERSIGNED HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS.**

d. This Agreement shall be enforceable by and binding upon all successors and assigns of Construction Lender, Borrower and/or Subordinate Lender.

e. This Agreement shall remain in full force and effect until the Construction Loan has been fully and finally paid and Borrower has no further obligations under the Construction Loan Documents.

f. This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one counterpart be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all such

counterparts taken together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto on the respective dates set forth in the acknowledgment below to be effective as of the date first above written.

BORROWER

NEW BONNE TERRE VILLAGE I, LLC

a Louisiana limited liability company

By: HRI New Bonne Terre Village I, 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

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto on the respective dates set forth in the acknowledgment below to be effective as of the date first above written.

SUBORDINATE LENDER

**TERREBONNE PARISH CONSOLIDATED
GOVERNMENT**

By:_____

Its:

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto on the respective dates set forth in the acknowledgment below to be effective as of the date first above written.

CONSTRUCTION LENDER

CAPITAL ONE, NATIONAL ASSOCIATION

By: _____

Dan Miller

Its: Director

STATE OF LOUISIANA §
 §
PARISH OF ORLEANS §

ACKNOWLEDGMENT

This Intercreditor and Subordination Agreement for New Bonne Terre Village I was acknowledged before me, the undersigned Notary Public, on the ____ day of December, 2022, by A. Thomas Leonhard, Jr., as Authorized Agent for New Bonne Terre Village I, LLC, for the purposes and considerations therein expressed and as the free act and deed of such entity.

A. Thomas Leonhard, Jr.

NOTARY PUBLIC, State of Louisiana
My Commission Expires:_____

STATE OF LOUISIANA §
 §
PARISH OF _____ §

ACKNOWLEDGMENT

This Intercreditor and Subordination Agreement for New Bonne Terre Village I was acknowledged before me, the undersigned Notary Public, on this _____ day of December, 2012, by _____, as _____ of Terrebonne Parish Consolidated Government, a public body corporate and politic, for the purposes and considerations therein expressed and as the free act and deed of such entity.

Notary Public, State of Louisiana
My Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGMENT

This Intercreditor and Subordination Agreement for New Bonne Terre Village I was acknowledged before me, the undersigned Notary Public, on this ____ day of December, 2022, by Dan Miller, Director, on behalf of Capital One, National Association, for the purposes and considerations therein expressed and as the free act and deed of such entity.

Dan Miller

Notary Public, State of Louisiana
My Commission Expires: at my death

Exhibit A

[INSERT PROPERTY DESCRIPTION]

**HOME INVESTMENT PARTNERSHIPS PROGRAM
AMENDED AND RESTATED RENTAL REHABILITATION
REGULATORY AGREEMENT**

**NEW BONNE TERRE VILLAGE I, LLC
761 West Main Street,
Houma, LA 70360**

December [], 2022

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Attachment A	Recordkeeping and Reporting
Attachment B	HOME Federal Grant Requirements
Attachment C	Property Standards
Attachment D	Rent Mechanism
Exhibit A	Property Description – Land

THIS HOME INVESTMENT PARTNERSHIPS PROGRAM AMENDED AND RESTATED RENTAL REHABILITATION REGULATORY AGREEMENT (this “**HOME Regulatory Agreement**”) is made as of December [], 2022, between

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
(hereinafter referred to as “**Agency**”)

and

NEW BONNE TERRE VILLAGE 1, LLC
(hereinafter referred to as “**Borrower**”)

WITNESSETH

WHEREAS, Terrebonne Elderly Housing Limited Partnership, a Louisiana partnership in commendam (“**Original Borrower**”) executed a Promissory Note (HOME Rental Rehabilitation Program) dated as of April 19, 1995 (“**Original HOME Note**”) to Agency in the original principal amount of \$1,350,000 of HOME Investment Partnerships Program funds (“**HOME Funds**”); and

WHEREAS, the accrued and unpaid interest due on the HOME Loan as of December 31, 2022 is approximately \$351,000.00 (“**Unpaid Accrued Interest**”); and

WHEREAS, in order to secure repayment of the loan of HOME Funds (“**HOME Loan**”), Original Borrower and Agency entered into a certain Act of Mortgage, (the “**Original HOME Mortgage**”) securing the collateral described therein (“**Mortgaged Property**”); and

WHEREAS, Original Borrower and Agency also entered into that certain HOME Rental Rehabilitation Program Regulatory Agreement (the “**Original HOME Regulatory Agreement**”) in order to evidence the terms and conditions of the HOME Funds advanced to Original Borrower under the HOME Investment Partnerships Program and the HOME Rule at 24 CFR Part 92 (“**HOME Rule**”), which Original HOME Regulatory Agreement was recorded in Terrebonne Parish, State of Louisiana on April 19, 1995 as Instrument No. 954089 at Book 1014 Page 20; and

WHEREAS, the conversion of an existing structure to affordable housing is rehabilitation, unless the conversion entails adding one or more units beyond the existing walls, in which case, the project is new construction for purposes of the HOME Rule; and

WHEREAS, proceeds of the HOME Loan evidenced by the Original HOME Note were used to finance the conversion of an existing structure to affordable housing now known as Bonne Terre Village I Apartments (the “**Project**”) located in Houma, Louisiana, on the property described in **Exhibit A**; and

WHEREAS, the Project did not add one or more units beyond the existing walls beyond existing walls in the process of the conversion of an existing structure to affordable housing; and

WHEREAS, \$76,305.00 is the amount of HOME Funds per unit invested in the Project;
and

WHEREAS, the Project Term under the Original HOME Regulatory Agreement was 40 years (the “**Original Project Term**”); and

WHEREAS, Agency has determined that as a condition of permitting Original Borrower to sell the Project to Borrower, a new Project Term (as defined in this HOME Regulatory Agreement) will apply to the Project until the HOME Loan is repaid to Agency; and

WHEREAS, Original Borrower is selling the Project to the Purchaser subject to the written approval of Agency; and

WHEREAS, as a condition to providing written approval of the sale and transfer of the Project to Borrower, Agency requires Borrower to execute and record this HOME Regulatory Agreement, which amends and restates the Original HOME Regulatory Agreement in its entirety, and to execute that certain Amended and Restated Rental Rehabilitation Promissory Note (the “**Restated HOME Note**”) in a principal amount of \$1,701,000.00, equal to the sum of the Original HOME Note and the Unpaid Accrued Interest, which is secured by that certain Mortgage, Security Agreement, and Pledge of Leases and Rents, made by Borrower in factor of Agency and recorded on even date herewith in Terrebonne Parish, State of Louisiana (the “**HOME Mortgage**”);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I. PROJECT DESCRIPTION

SECTION 1.1 Project-Specific Provisions

(A) **Minimum Project Term: Later of 35 years or repayment of the HOME Loan**

(B) **Original Project Type: Rehabilitation**

(C) **Rental Unit Description Configuration:**

	0 BR	1 BR	2 BR	3 BR	4/More	Total
HOME-Assisted Units		23				23
Total		23				23

Specify the number of Low-income and other units in the project occupied by the designated income classes.

Unit Type	Total No. of Units	Tenants ≤20%	Tenants > 20% ≤ 30%	Tenants > 30% ≤ 50%	Tenants > 50% ≤ 60%	Tenants > 80%
1 BR	51	3	3	18	27	
TOTAL	51	3	3	18	27	

(D) Name and Contact Information of Borrower:

Borrower Name:	New Bonne Terre Village I, LLC
Borrower Address:	812 Gravier Street, Suite 200 New Orleans, LA 70112
Contact Person:	A. Thomas Leonhard, Jr
Phone:	504-566-0204
Facsimile:	504-525-3932
E-mail:	tleonhard@hriproperties.com

SECTION 1.2 Definitions

The definitions of terms in this section shall apply throughout this Agreement unless their context clearly requires otherwise:

“**Act**” means the Cranston-Gonzalez National Affordable Housing Act, as amended.

“**Borrower**” means New Bonne Terre Village I, LLC.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**HOME Funds**” means the \$1,350,000.00 of HOME Funds provided to Original Borrower, inclusive of accrued and unpaid interest.

“**HOME Regulatory Agreement**” means this Amended and Restated HOME Rental Rehabilitation Regulatory Agreement.

“**HUD**” means the U. S. Department of Housing and Urban Development.

“**OMB**” means the Federal Office of Management and Budget.

“**Original Borrower**” means Terrebonne Elderly Housing Limited Partnership, a Louisiana partnership in commendam.

“**Project**” means the 51-unit residential rental development now known Bonne Terre Village I Apartments.

“**Project Site**” means the land described in **Exhibit A**.

“**Project Term**” means the Minimum Project Term.

“**Rent Mechanism**” means the rents established in accordance with **Attachment D**.

SECTION 1.3 Incorporation by Reference

The provisions of the HOME Rule are hereby incorporated by reference into this HOME Regulatory Agreement.

SECTION 1.4 Schedule of Attachments

The following attachments are appended to this Agreement and are hereto incorporated by reference:

Attachment A.	Recordkeeping and Reporting
Attachment B.	HOME Federal Grant Requirements
Attachment C.	Property Standards
Attachment D.	Rent Mechanism

ARTICLE II. PROJECT DEVELOPMENT AND MANAGEMENT

SECTION 2.1 General Provisions

(A) Agency will enforce Borrower’s obligations through this HOME Regulatory Agreement and the HOME Federal Grant Requirements set forth in **Attachment B** as covenants running with the land. The covenants shall be in effect for at least the Project Term and shall be binding upon Borrower and its successors, assigns, heirs, grantees or lessees to the land or the Project for the Project Term, unless earlier terminated in accordance with the provisions set forth in the HOME Federal Grant Requirements **Attachment B** of this Agreement.

(B) Agency will monitor Borrower's performance and will take legal action, as appropriate, including specific performance to enforce the covenants, compliance and other responsibilities of Borrower’s under this HOME Regulatory Agreement.

(C) Any duly authorized representative of Agency, HUD or OMB shall, at all reasonable times, have access to any portion of the Project.

(D) Borrower acknowledges and agrees to indemnify and to hold Agency harmless from the consequences of the Project having failed to meet the requirements of the HOME Rule during the Project Term.

(E) The Project has been developed in accordance with the applicable State and local building codes, rehabilitation standards, ordinances and zoning ordinances and shall continue to satisfy the Property Standards contained in **Attachment C**.

(F) Borrower shall comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 (Public Law 90-284) and implementing regulations; Executive Order 11063 and regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 1; the Age Discrimination Act of 1975 (42 U.S.C 6101-07); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C 794 and implementing regulations at 24 CFR Part 8; Executive Order 11246 and regulations at 41 CFR Chapter 60; and the requirements of Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

(G) During the Project Term, units in the Project shall not be converted to condominium ownership or to a form of cooperative ownership that is not eligible to receive HOME Funds for rental projects.

(H) During the Project Term, Borrower shall not discriminate against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any Federal, State or local housing assistance program or, except for an elderly housing project or units specifically identified in Section 1.1 of this HOME Regulatory Agreement as designated for the elderly, on the basis that they have a minor child or children who will be living with them.

(I) The number of units by bedroom distribution specified in Section 1.1 of this HOME Regulatory Agreement shall be occupied or available, through Borrower's best efforts, for occupancy by households whose incomes do not exceed the percentage limitations specified in Section 1.1 during the Minimum Project Term.

(J) HOME-Assisted Units shall continue to be leased during the Minimum Project Term only to tenants who comply with the set-aside requirements under the HOME Rule.

(K) Rents and tenant income shall be determined in accordance with the requirements of the HOME Rule.

(L) In the event that reexamination of household income indicates that the tenant no longer qualifies as a lower income household, Borrower shall take appropriate action in accordance with the HOME Rule.

(M) Borrower must assure that the type and numbers of units specified in Section 1.1 of this HOME Regulatory Agreement are occupied or are available for occupancy during the Minimum Project Term by households in the income classes specified during the Project Term. The Rent Mechanism shall include, at a minimum, provisions that: (1) Agency shall review and

approve any schedule of rents proposed by Borrower for low income units, (2) Agency acknowledges that any rent schedule, which shall include utility allowances, if utilities are tenant paid, submitted by Borrower, will be deemed approved unless Agency informs Borrower, within 60 days after receiving the schedule, that it is disapproved because the schedule is not consistent with the Rent Mechanism, and (3) the initial monthly allowance for utilities and services to be paid by low income households shall be as approved by Agency, with subsequent calculations of this allowance approved by Agency in connection with its review and approval of rent schedules.

(N) Borrower shall, at least annually on the date specified in the Rent Mechanism (and at any other time as required by Agency in the Rent Mechanism), recalculate the maximum monthly rent to be charged.

(O) Marketing shall be done in accordance with all fair housing and equal opportunity requirements.

(P) Local residency requirements shall not be permitted. Local residency preferences will be allowed to the extent that they are not inconsistent with affirmative fair housing marketing objectives. With respect to any residency preference, persons expected to reside in the community as a result of current or planned employment will be treated as residents.

(Q) All management and maintenance functions shall be performed in compliance with applicable equal opportunity requirements, as specified in **Attachment B** "HOME Federal Grant Requirements".

(R) Agency and Borrower agree that nothing contained in this HOME Regulatory Agreement shall preclude enforcement by the Federal Government of the Act, civil rights statutes, or other provisions of law that apply.

(S) Borrower shall arrange to have the Project audited by an independent Certified Public Accountant (CPA) within 60 days of the end of each fiscal year and shall remit a copy of such independent audit to Agency within 120 days of the end of each fiscal year.

(T) Borrower acknowledges and agrees that Agency will perform asset management of the Project to ensure the long term viability of the Project. A combination of on-site inspections by Agency and independent 3rd party reviews will enable Agency to ensure the long term viability of the Project by taking appropriate action when performance problems arise.

(U) Borrower agrees to maintain the Project in accordance with the property standards in §92.251 of the HOME Rule for the duration of the Minimum Project Term.

(V) Borrower agrees that parking fees, laundry room access fees and other such fees are strictly prohibited and shall not be levied on any tenant; provided, however, Borrower may charge reasonable application fees to prospective tenants.

ARTICLE III. THIRD PARTY CONTRACTS

SECTION 3.1 Labor Standards

Borrower shall comply with all requirements of the HOME Rule.

SECTION 3.2 Maintaining Records, Right to Inspect and Copy and Reporting

(A) Borrower shall keep and maintain books, accounts, reports, files, records and other documents relating to the receipt and disbursement of HOME Funds during the Minimum Project Term.

(B) Any duly authorized representative of Agency, HUD, and HUD Inspector General, at all reasonable times, shall have access to and the right to inspect, copy, audit, and examine all such books, records and other documents of the Project until the completion of all close-out procedures respecting this award of HOME Funds and the final settlement and conclusion of all HOME Program issues.

SECTION 3.3 No Assignment or Succession

Borrower acknowledges that a commitment of HOME Funds by Agency to Borrower is not nor shall be deemed to be an assignment of HOME Funds.

SECTION 3.4 Approval of Amendments

This HOME Regulatory Agreement shall not be amended in any material respect after its approval and acceptance, without the prior written approval of Agency. "Material" shall be defined as anything which increases any time for performance by a party by more than thirty (30) days.

SECTION 3.5 Disclaimer of Relationships

Nothing contained in this HOME Regulatory Agreement or in the contract between the parties, nor any act of Agency or any of the parties, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving Agency

SECTION 3.6 Conflict of Interest

No person (i) who is an employee, agent, consultant, officer or elected or appointed official of the unit of general local government in which the Project is located (and the State where the State is the applicant) (or of any designated public agencies) that received HOME Funds and who exercises or has exercised any functions or responsibilities with respect to assisted development activities or (ii) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain personal or financial interest or benefit from

the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

SECTION 3.7 Scope of Article III Provisions

Agency and Borrower shall include each of the provisions of this Article in their contracts with persons, firms, corporations, or public or private entities, including contractors and subcontractors that have agreed to provide financial or other resources to carry out the Project.

ARTICLE IV. MISCELLANEOUS

SECTION 4.1 Successors Bound and Enforcement

All provisions of this HOME Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties. The provisions of this HOME Regulatory Agreement may be enforced by Agency, HUD and residents of the Project.

SECTION 4.2 Remedies Not Impaired

No delay or omission by Agency in exercising any right or remedy available under this HOME Regulatory Agreement shall impair any such right or remedy or constitute a waiver of any default.

SECTION 4.3 Severability

The invalidity of any article, section, subsection, clause or provision of this HOME Regulatory Agreement, including its exhibits, shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

SECTION 4.4 Entire Agreement

This HOME Regulatory Agreement constitutes the entire agreement between Agency and Borrower with respect to the matters contained herein and supersedes all prior oral and written agreements and all subsequent oral agreements between Borrower and Agency with respect to such matters.

SECTION 4.5 Execution in Counterparts

This HOME Regulatory Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

SECTION 4.6 Table of Contents, Titles and Headings

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

SECTION 4.7 Rules of Interpretation

(A) This HOME Regulatory Agreement shall be interpreted in accordance with and governed by the laws of the State of Louisiana.

(B) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this HOME Regulatory Agreement as a whole rather than to any particular section or subdivision hereof.

(C) Any amendment to this HOME Regulatory Agreement executed in accordance with Section 3.4 of this HOME Regulatory Agreement shall have the same force and effect upon Borrower and Agency as does this HOME Regulatory Agreement.

SECTION 4.8 Consideration

Agency has allocated HOME Funds to the Project, all for the purpose, among others, of inducing Original Borrower to renovate, equip and operate the Project. In consideration of the HOME Funds awarded by Agency, Original Borrower entered into the Original HOME Regulatory Agreement and agreed to restrict the uses to which the Project can be put for the Original Project Term. Borrower is executing this HOME Regulatory Agreement at the request of Agency to confirm that the Project remains subject to terms and conditions of this HOME Regulatory Agreement during the Project Term and to clarify Borrower’s obligations during the Project Term.

SECTION 4.9 Reliance

Borrower hereby recognizes and agrees that the representations and covenants set forth herein by Borrower may be relied upon by all persons interested in the Project. In performing its duties and obligations hereunder, Agency may rely upon statements and certificates of Borrower and upon audits, provided by others, of the books and records of Borrower pertaining to occupancy of the Project. In addition, Agency may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by Agency hereunder in good faith and in conformity with such opinion.

SECTION 4.10 Sale or Transfer of the Project

Borrower hereby covenants and agrees during the Minimum Project Term not to sell, transfer or otherwise dispose of the Project, or any portion thereof, without obtaining the prior written consent of Agency, which consent shall be promptly given and conditioned solely upon receipt by Agency of (i) evidence reasonably satisfactory to Agency that Borrower’s purchaser or transferee has assumed in writing and in full, and is reasonably capable of performing and complying with, Borrower’s duties and obligations under this HOME Regulatory Agreement and (ii) an opinion of counsel of the transferee that the transferee has duly assumed the obligations of

Borrower under this HOME Regulatory Agreement and that such obligations and this HOME Regulatory Agreement are binding on the transferee. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 4.10 shall be null, void and without effect, shall cause a reversion of title to Borrower, and shall be ineffective to relieve Borrower of its obligations under this HOME Regulatory Agreement; provided, however, that notwithstanding anything to the contrary herein, none of the following shall not constitute a sale or transfer of the Project for purposes of this Section 4.10: (i) a sale, transfer, pledge, encumbrance, or other disposition of any investor member/special member interests in Borrower, and (ii) the removal and/or replacement of the managing member of Borrower in accordance with the terms of the Amended and Restated Operating Agreement of Borrower dated on even date herewith.

SECTION 4.11 Termination

This HOME Regulatory Agreement shall remain in full force and effect for a term and period equal to the Minimum Project Term. Notwithstanding the immediately preceding sentence, this HOME Regulatory Agreement, and all and several of the terms hereof, shall terminate and be of no further force and effect in the event of involuntary non-compliance with the provisions of this HOME Regulatory Agreement caused by foreclosure by a lender or other transfer in lieu of foreclosure if the foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the affordability requirements at 24 CFR 92.252. Upon the termination of all and several of the terms of this HOME Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this HOME Regulatory Agreement in accordance with its terms. This HOME Regulatory Agreement shall be revived according to the original Minimum Project Term, however, if during the original Minimum Project Term Borrower before the foreclosure or other transfer, or any entity that includes Borrower or those with whom Borrower has or had family or business ties, obtains an ownership interest in the Project or Project Site.

SECTION 4.12 Covenants to Run with the Land

Borrower hereby subjects the Project (including the Project Site) to the covenants, reservations and restrictions set forth in this HOME Regulatory Agreement. Agency and Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon Borrower's successors in title to the Project throughout the term of this HOME Regulatory Agreement. Each and every contract, deed, mortgage or other instrument hereafter executed affecting or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

SECTION 4.13 Burden and Benefit

Agency and Borrower hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Borrower's legal interest in the Project is rendered less valuable thereby. Agency and Borrower hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by qualified tenants occupying HOME-Assisted Units, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the HOME Fund allocation was made by Agency.

SECTION 4.14 Uniformity; Common Plan

The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use, development and improvement of the Project Site.

SECTION 4.15 Enforcement

If Borrower defaults in the performance or observation of any covenant, agreement or obligation of Borrower set forth in this HOME Regulatory Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by Agency to Borrower, then Agency, HUD and residents of the Project, acting on Borrower's behalf or on behalf of Annecy, or Agency shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take any one or more of the following steps:

(A) By mandamus or other suit, action or proceeding at law, including injunctive relief, require Borrower to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of Agency hereunder;

(B) Have access to and inspect, examine and make copies of all the books and records of Borrower pertaining to the Project; or

(C) Take such other action at law as may appear necessary or desirable to enforce the obligations, covenants and agreements of Borrower hereunder.

(D) Agency agrees to provide written notice of an Event of Default to any investor member and to allow said investor member the opportunity, but not the obligation, to cure any default of Borrower on behalf of Borrower to the same extent as Borrower. Agency agrees that removal and/or replacement of the managing member of Borrower shall constitute a cure of a noncurable Event of Default. Borrower agrees that Agency shall be entitled to rely upon and to accept any offer of cure made by any such investor member. Any notice provided to Borrower herein, including without limitation notice of default, shall also be provided to the investor member at the following address: Hudson Housing Capital, LLC, 630 Fifth Avenue, 28th Floor, New York, New York 10111, Attention: Joseph A. Macari, with a copy to Jones Walker LLP, 420 20th Street North, Suite 1100, Birmingham, Alabama 35203, Attention: Kelly R. Lewis and Brandon D. Hughey.

All fees, costs and expenses of Agency incurred in taking any action pursuant to this Section 4.15 shall be the sole responsibility of Borrower, and Borrower, as security for the payment of any such fees, costs and expenses, hereby grants, bargains, sells and conveys to Agency, a lien on the Project.

SECTION 4.16 Recording and Filing

Borrower shall cause this HOME Regulatory Agreement, all amendments and supplements hereto and thereto, to be recorded and filed in the conveyance and mortgage property records of Terrebonne Parish and in such other places as Agency may reasonably request. Borrower shall pay all fees and charges incurred in connection with any such recording.

SECTION 4.17 Governing Law

This HOME Regulatory Agreement shall be governed by the laws of the State of Louisiana and such Federal laws and regulations as may be applicable to the enforcement of this HOME Regulatory Agreement under the Act and the HOME Rule, including the enforcement of this HOME Regulatory Agreement by tenants and/or former or prospective tenants of the Project.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties execute this HOME Regulatory Agreement as of the date first above written, and warrant that they possess all of the requisite power and authority to enter into this Agreement.

Terrebonne Parish Consolidated Government

By: _____
Name:
Title:

NOTARY PUBLIC

Print Name: _____
Bar Roll/Notary No.: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties execute this HOME Regulatory Agreement as of the date first above written, and warrant that they possess all of the requisite power and authority to enter into this Agreement.

New Bonne Terre Village I, LLC, a Louisiana limited liability company

By: HRI Bonne Terre Village I, 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 limited liability company, its manager

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

NOTARY PUBLIC

Print Name: _____
Bar Roll/Notary No.: _____
My Commission Expires: _____

ATTACHMENT A

Recordkeeping and Reporting

- Borrower shall provide to Agency such reports as required by this HOME Regulatory Agreement and the HOME Mortgage.

ATTACHMENT B

HOME Federal Grant Requirements

CERTIFICATE OF BORROWER

The undersigned, duly authorized representative of Borrower, hereby certifies that the HOME Federal Grant Requirements enumerated as **Exhibit A** hereto have been reviewed and that Borrower has complied with or will comply with all said requirements by executing this certification. Borrower further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by HUD in transactions such as the Project.

New Bonne Terre Village I, LLC, a Louisiana limited liability company

By: HRI New Bonne Terre Village I, 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 limited liability company, its manager

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

EXHIBIT A to ATTACHMENT B
HOME Federal Grant Requirements

A. Equal Opportunity and Fair Housing

- (a) ***Equal opportunity.*** No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Funds. In addition, the Project must be operated and managed in accordance with the following:
- (1) The requirements of the **Fair Housing Act** (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; and the regulations at 24 CFR Part 107 (Equal Opportunity in Housing); and **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR Part 1;
 - (2) The prohibitions against discrimination on the basis of age under the **Age Discrimination Act of 1975** (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Financial Assistance, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
 - (3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp. p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60;
 - (4) The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.
 - (5) The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Borrower must make efforts to encourage the use of minority and women's business enterprises in connection with HOME funded activities. Borrower must prescribe procedures acceptable to Agency to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned

by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by Borrower with such persons or entities, public and private, in order to facilitate the activities of Borrower to provide affordable housing authorized under the Housing Act or any other federal housing law applicable to such jurisdiction.

- (b) ***Fair housing.*** In accordance with the certification made with its housing strategy, Borrower must affirmatively further fair housing.
- (c) ***Section 504 of the Rehabilitation Act of 1973 29 U.S.C. 794 and implementing regulations at 24 CFR Part 8.*** Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities apply to all projects with HOME Funds.

For new construction projects and projects undergoing substantial rehabilitation, five percent (5%) of the units must be accessible to persons with mobility impairments and two percent (2%) of the units must be accessible to persons with hearing impairments. (See 24 CFR 6.22.) Substantial rehabilitation for a multifamily rental project is defined in Section 24 CFR 8.23 as a project with fifteen (15) or more units for which alterations would equal more than seventy-five percent (75%) of the replacement cost for the facility.

Modifications to projects to comply with Section 504 requirements are eligible costs under HOME. However, compliance with Section 504 requirements may be infeasible or impractical for some projects, depending on where they are in the development process. ***If a new construction or substantial project is underway or has already been completed, and it cannot be modified to meet the accessibility requirements established by Section 504, it is ineligible to receive HOME assistance.***

For projects in which rehabilitation would not be considered substantial, the Section 504 provisions are applicable only to the maximum extent feasible, i.e., not required if it would impose undue financial and administrative burden. See 24 CFR 8.23.

B. Affirmative Marketing

- (a) Borrower must adopt affirmative marketing procedures and requirements. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. (The affirmative marketing procedures do not apply to families with housing assistance provided by the PHA). Borrower must annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any necessary corrective actions.
- (b) The affirmative marketing requirements and procedures adopted must include:

- (1) Methods for informing the public and potential tenants about federal fair housing laws and Borrower's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations, and written communication to fair housing and other groups);
- (2) Requirements and practices each Borrower must adhere to in order to carry out Borrower's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
- (3) Procedures to be used by Borrower to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
- (4) Records that will be kept describing actions taken by Borrower to affirmatively market units and records to assess the results of these actions; and
- (5) A description of how Borrower will assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

C. **Displacement, Relocation, and Acquisition** – Borrower shall comply with 24 CFR Section 570.606 and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR Section 570.506. Borrower must comply with applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Project Act of 1974 as amended. These requirements are explained in HUD Handbook 1378 and specify the procedures for the acquisition of property and the treatment of tenants located in the Project.

D. **Labor** – N/A

E. **Lead-based paint** – Housing assisted with HOME Funds constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act of 1992 and the Residential Lead-Based Paint Hazard Reduction Act of 1992 and implementing regulations at 24 CFR part 35. The status of lead-based paint abatement, mitigation and/or removal plans in connection with rehabilitation of pre-1978 residential properties known or presumed to have lead-based paint must be submitted by Borrower and must include the applicable worker training programs and, as required, appropriate certifications. If rehabilitation is over \$25,000 per unit, contractor firms must be certified as abatement firms, and workers must be certified as abatement workers. See HUD's at 24 CFR 25.1325 and EPA's at 40 CFR 745.226(c) and (f), respectively. If the HOME assistance is \$25,000 per unit or less,

workers must be trained in a HUD-accepted lead safe work practices course. See HUD lead safe work practices training requirement at 24 CFR 35.1330(a)(4). See www.hud.gov/offices/lead/training

F. Conflict of interest

(a) *Applicability.*

- (1) In the procurement of property and services by Borrower, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, apply.
- (2) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this section apply. These cases include the acquisition and disposition of real property and the provision of assistance by Borrower, by subrecipients, or to individuals, housing developers, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation of housing).¹

¹ See §92.505 concerning the applicability of OMB Circulars.

- (b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME Funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME Funds assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Agency, or sub-recipient which are receiving HOME Funds.
- (d) *Exceptions: Threshold requirements.* Upon the written request of Agency, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Funds Investment Partnerships Program and the effective and efficient administration of Agency's program or project. An exception may be considered only after Agency has provided the following:
 - (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

- (2) An opinion of Agency's attorney that the interest for which the exception is sought would not violate state or local law.
- (e) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after Agency has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 - (2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific affected activity in question.
 - (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
 - (5) Whether undue hardship will result either to Borrower or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.

G. Flood insurance

- (a) Under the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), HOME Funds may not be used with respect to the acquisition, new construction, or rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - (1) The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR parts 59 through 79), or less than a year has passed since FEMA notification regarding such hazards; and
 - (2) Flood insurance is obtained as a condition of approval of the commitment.
- (b) Borrower of a Project located in an area identified by FEMA as having special flood hazards are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

H. National Environmental Policy (NEPA) and Related Laws – N/A

- I. Anti-Lobbying Restrictions** – CPD Notice 09-03 states that 24 CFR Part 87, New Restrictions on Lobbying applies to HOME Funds. Every person who requests or receives HOME Funds exceeding \$100,000 must submit a certification, and a SF-LLL Disclosure of Lobbying Activities form (if required), at the time that person requests or receives HOME Funds, *if* that person has made or agreed to make a payment using non-Federally appropriated funds 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 HOME Funds.

Based upon the foregoing and by executing this HOME Regulatory Agreement, Borrower hereby certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) If any funds other than Federal appropriated funds have been paid or will be 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- J. Non-procurement Debarment and Suspension** – In compliance with subpart C of 2 CFR Part 180, as required by 2 CFR Part 2424, Borrower shall not award a contract to a contractor who is debarred, suspended, or otherwise excluded from or ineligible for

participation in federal assistance programs.

- K. Section 3 of the Housing and Urban Project Act of 1968** –Borrower agrees to comply with the provisions of Section 3 of the Housing and Urban Project Act of 1968 (12 U.S.C. §1701u) and implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low and very low income persons. Borrower shall also keep records demonstrating compliance with the foregoing regulations, including without limitation the provisions of 24 CFR Section 570.506(g)(5).

ATTACHMENT C

Property Standards

(a) *New construction projects.* (1) *State and local codes, ordinances, and zoning requirements.* Housing that is newly constructed with HOME funds must meet all applicable State and local codes, ordinances, and zoning requirements. HOME-assisted new construction projects must meet State or local residential and building codes, as applicable or, in the absence of a State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

(2) *HUD requirements.* All new construction projects must also meet the requirements described in paragraphs (a)(2)(i) through (v) of this section:

(i) *Accessibility.* The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

(ii) [Reserved]

(iii) *Disaster mitigation.* Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish.

(iv) *Written cost estimates, construction contracts and construction documents.* The participating jurisdiction must ensure the construction contract(s) and construction documents describe the work to be undertaken in adequate detail so that inspections can be conducted. The participating jurisdiction must review and approve written cost estimates for construction and determining that costs are reasonable.

(v) *Construction progress inspections.* The participating jurisdiction must conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

(b) *Rehabilitation projects.* All rehabilitation that is performed using HOME funds must meet the requirements of this paragraph (b).

(1) *Rehabilitation standards.* The participating jurisdiction must establish rehabilitation standards for all HOME- assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The participating jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The rehabilitation standards

must address each of the following:

(i) *Health and safety.* The participating jurisdiction's standards must identify life-threatening deficiencies that must be addressed immediately if the housing is occupied.

(ii) *Major systems.* Major systems are: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning. For rental housing, the participating jurisdiction's standards must require the participating jurisdiction to

estimate (based on age and condition) the remaining useful life of these systems, upon project completion of each major systems. For multifamily housing projects of 26 units or more, the participating jurisdiction's standards must require the participating jurisdiction to determine the useful life of major systems through a capital needs assessment of the project. For rental housing, if the remaining useful life of one or more major system is less than the applicable period of affordability, the participating jurisdiction's standards must require the participating jurisdiction to ensure that a replacement reserve is established and monthly payments are made to the reserve that are adequate to repair or replace the systems as needed. For homeownership housing, the participating jurisdiction's standards must require, upon project completion, each of the major systems to have a remaining useful life for a minimum of 5 years or for such longer period specified by the participating jurisdiction, or the major systems must be rehabilitated or replaced as part of the rehabilitation work.

(iii) *Lead-based paint.* The participating jurisdiction's standards must require the housing to meet the lead-based paint requirements at 24 CFR part 35.

(iv) *Accessibility.* The participating jurisdiction's standards must require the housing to meet the accessibility requirements in 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities.

(v) [Reserved]

(vi) *Disaster mitigation.* Where relevant, the participating jurisdiction's standards must require the housing to be improved to mitigate the impact of potential disasters (e.g., earthquake, hurricanes, flooding, and wildfires) in accordance with State and local codes, ordinances, and requirements.

(vii) *State and local codes, ordinances, and zoning requirements.* The participating jurisdiction's standards must require the housing to meet all applicable State and local codes, ordinances, and requirements or, in the absence of a State or local building code, the International Existing Building Code of the International Code Council.

(viii) *Uniform Physical Condition Standards.* The standards of the participating jurisdiction must be such that, upon completion, the HOME-assisted project and units will be decent, safe,

sanitary, and in good repair as described in 24 CFR 5.703. HUD will establish the minimum deficiencies that must be corrected under the participating jurisdiction's rehabilitation standards based on inspectable items and inspected areas from HUD-prescribed physical inspection procedures (Uniform Physical Conditions Standards) pursuant to 24 CFR 5.705.

(ix) *Capital Needs Assessments*. For multifamily rental housing projects of 26 or more total units, the participating jurisdiction must determine all work that will be performed in the rehabilitation of the housing and the long-term physical needs of the project through a capital needs assessment of the project.

(2) *Construction documents and cost estimates*. The participating jurisdiction must ensure that the work to be undertaken will meet the participating jurisdiction's rehabilitation standards. The construction documents (i.e., written scope of work to be performed) must be in sufficient detail to establish the basis for a uniform inspection of the housing to determine compliance with the participating jurisdiction's standards. The participating jurisdiction must review and approve a written cost estimate for rehabilitation after determining that costs are reasonable.

(3) *Frequency of inspections*. The participating jurisdiction must conduct an initial property inspection to identify the deficiencies that must be addressed. The participating jurisdiction must conduct progress and final inspections to determine that work was done in accordance with work write-ups.

(c) *Acquisition of standard housing*. (1) Existing housing that is acquired with HOME assistance for rental housing, and that was newly constructed or rehabilitated less than 12 months before the date of commitment of HOME funds, must meet the property standards of paragraph (a) or paragraph (b) of this section, as applicable, of this section for new construction and rehabilitation projects. The participating jurisdiction must document this compliance based upon a review of approved building plans and Certificates of Occupancy, and an inspection that is conducted no earlier than 90 days before the commitment of HOME assistance.

(2) All other existing housing that is acquired with HOME assistance for rental housing must meet the rehabilitation property standards requirements of paragraph (b) of this section. The participating jurisdiction must document this compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of HOME assistance. If the property does not meet these standards, HOME funds cannot be used to acquire the property unless it is rehabilitated to meet the standards of paragraph (b) of this section.

(3) Existing housing that is acquired for homeownership (e.g., downpayment assistance) must be decent, safe, sanitary, and in good repair. The participating jurisdiction must establish standards to determine that the housing is decent, safe, sanitary, and in good repair. At minimum, the standards must provide that the housing meets all applicable State and local housing quality standards and code requirements and the housing does not contain the specific deficiencies proscribed by HUD based on the applicable inspectable items and inspected areas in HUD-prescribed physical inspection procedures (Uniform Physical Condition Standards) issued pursuant to 24 CFR 5.705. The participating jurisdiction must inspect the housing and document this compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of HOME assistance. If the housing does not meet these standards, the housing must be rehabilitated to meet the standards of this paragraph (c)(3) or it cannot be acquired with HOME

funds.

(d) *Occupied housing by tenants receiving HOME tenant-based rental assistance.* All housing occupied by tenants receiving HOME tenant-based rental assistance must meet the standards in 24 CFR 982.401, or the successor requirements as established by HUD.

(e) *Manufactured housing.* Construction of all manufactured housing including manufactured housing that replaces an existing substandard unit under the definition of “reconstruction” must meet the Manufactured Home Construction and Safety Standards codified at 24 CFR part 3280. These standards preempt State and local codes which are not identical to the federal standards for the new construction of manufactured housing. Participating jurisdictions providing HOME funds to assist manufactured housing units must comply with applicable State and local laws or codes. In the absence of such laws or codes, the installation must comply with the manufacturer's written instructions for installation of manufactured housing units. All new manufactured housing and all manufactured housing that replaces an existing substandard unit under the definition of “reconstruction” must be on a permanent foundation that meets the requirements for foundation systems as set forth in 24 CFR 203.43f(c)(i). All new manufactured housing and all manufactured housing that replaces an existing substandard unit under the definition of “reconstruction” must, at the time of project completion, be connected to permanent utility hook-ups and be located on land that is owned by the manufactured housing unit owner or land for which the manufactured housing owner has a lease for a period at least equal to the applicable period of affordability. In HOME-funded rehabilitation of existing manufactured housing the foundation and anchoring must meet all applicable State and local codes, ordinances, and requirements or in the absence of local or state codes, the Model Manufactured Home Installation Standards at 24 CFR part 3285. Manufactured housing that is rehabilitated using HOME funds must meet the property standards requirements in paragraph (b) of this section, as applicable. The participating jurisdiction must document this compliance in accordance with inspection procedures that the participating jurisdiction has established pursuant to §92.251, as applicable.

(f) *Ongoing property condition standards: Rental housing.* (1) Ongoing property standards. The participating jurisdiction must establish property standards for rental housing (including manufactured housing) that apply throughout the affordability period. The standards must ensure that owners maintain the housing as decent, safe, and sanitary housing in good repair. The participating jurisdiction's description of its property standards must be in sufficient detail to establish the basis for a uniform inspection of HOME rental projects. The participating jurisdiction's ongoing property standards must address each of the following:

(i) *Compliance with State and local codes, ordinances, and requirements.* The participating jurisdiction's standards must require the housing to meet all applicable State and local code requirements and ordinances. In the absence of existing applicable State or local code requirements and ordinances, at a minimum, the participating jurisdiction's ongoing property standards must include all inspectable items and inspectable areas specified by HUD based on the HUD physical inspection procedures (Uniform Physical Condition Standards (UPCS)) prescribed by HUD pursuant to 24 CFR 5.705. The participating jurisdiction's property standards are not required to use any scoring, item weight, or level of criticality used in UPCS.

(ii) *Health and safety.* The participating jurisdiction's standards must require the housing to be free of all health and safety defects. The standards must identify life-threatening deficiencies

that the owner must immediately correct and the time frames for addressing these deficiencies.

(iii) *Lead-based paint.* The participating jurisdiction's standards must require the housing to meet the lead-based paint requirements in 24 CFR part 35.

(2) Projects to which HOME funds were committed before January 24, 2015 must meet all applicable State or local housing quality standards or code requirements, and if there are no such standard or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.

(3) *Inspections.* The participating jurisdiction must undertake ongoing property inspections, in accordance with §92.504(d).

(4) *Corrective and remedial actions.* The participating jurisdiction must have procedures for ensuring that timely corrective and remedial actions are taken by the project owner to address identified deficiencies.

(5) *Inspection procedures.* The participating jurisdiction must establish written inspection procedures inspections. The procedures must include detailed inspection checklists, description of how and by whom inspections will be carried out, and procedures for training and certifying qualified inspectors. The procedures must also describe how frequently the property will be inspected, consistent with this section, §92.209, and §92.504(d).

EXHIBIT A

Property Description – Land

[TBD]

**HOME INVESTMENT PARTNERSHIPS PROGRAM
AMENDED AND RESTATED
RENTAL REHABILITATION PROMISSORY NOTE**

\$1,701,000.00

December [], 2022

For value received, the undersigned, New Bonne Terre Village I, 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 **One Million Seven Hundred One Thousand and 00/100 Dollars (\$1,701,000.00)**, 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 HOME Investment Partnerships Program Amended and Restated Rental Rehabilitation Promissory Note (the “Restated HOME Note”).

1. Defined Terms. In addition to the defined terms found elsewhere in this Restated HOME 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 HOME Mortgage.

(a) **Asset Management Fee:** An amount equal to \$[5,000] payable on [September 1, 2023] and on each [September 1] thereafter to Investor Member, and increasing annually by 3%.

(b) **Construction Loan:** The loan evidenced by that certain Construction Loan Note in the original principal amount of \$[] in favor of Capital One, National Association.

(c) **Construction Loan Mortgage:** That certain Mortgage, Pledge of Leases and Rents, Security Agreement and Fixture Filing granted by Borrower in favor of Capital One, National Association, and securing the Construction Loan.

(d) **Expense Coverage Reserve:** means a reserve (i) established by Borrower with funds received from [the fourth equity installment of the tax credit investor member] and maintained until [December 31, 2043]; (ii) at Borrower’s option, may be drawn down annually as needed in an amount necessary, when added to Borrower’s cash flow generated from operations, for Borrower to maintain a 1.20x expense coverage ratio; (iii) which shall be funded initially with \$[250,000] of development sources and will be replenished annually utilizing 75% of available Surplus Cash after payment of the Asset Management Fee and prior to payment of the Loan; (iv) which shall have a ceiling of \$250,000 and a floor of \$100,000; should the balance maintained in the Expense Coverage Reserve fall below \$100,000 in any given year, 100% of available Surplus Cash after payment of the Asset Management Fee will be applied to replenish the Expense Coverage Reserve until the \$100,000 floor is reached; and (v) will be released on or shortly before [January 10, 2044], with Borrower applying the balance of the Expense Coverage Reserve as a paydown on the Restated HOME Note.

(e) **HOME Loan Documents:** This Restated HOME Note, the HOME Mortgage, and the Restated HOME Regulatory Agreement.

(f) **HOME Loan Term:** Thirty-five (35) years.

(g) **HOME Mortgage:** The Mortgage, Security Agreement, and Pledge of Leases and Rents dated on even date herewith by Borrower in favor of Lender.

(h) **HOME Regulatory Agreement:** The Home Investment Partnerships Program Amended and Restated Rental Rehabilitation Regulatory Agreement dated on even date herewith by and between Lender and Borrower.

(i) **Interest Rate:** The annual rate of one percent (1%).

(j) **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.

(k) **Maturity Date:** The earliest to occur of (i) sale or refinancing of the Project not expressly permitted in the HOME Loan Documents; (ii) acceleration following an Event of Default under the HOME Loan Documents that is not cured within any applicable grace or cure period; or (iii) December [], 2057.

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

(m) **Required Reserves:** An operating reserve not less than six (6) months of operating expenses and a reserve for replacement.

(n) **Surplus Cash:** Any cash exceeding Required Reserves (excluding tenant security deposits) remaining at the end of each fiscal year of Borrower after: (A) payment of all operating expenses for the Project for such fiscal year, (B) payment of the Asset Management Fee equal to \$[5,000] (increasing by three percent (3.00%) per annum), (C) payment of any Operational Reduction Amount (as defined in the Operating Agreement), adjusters, and/or other amounts due to Investor Member, and (D) replenishment of the Expense Coverage Reserve required by Investor Member.

2. Address for Payment. All payments due under this Restated HOME Note shall be payable at the offices of the Terrebonne Parish Consolidated Government, 4800 Highway 311, Houma, Louisiana 70361, Attention: [], 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 Restated HOME 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 Restated HOME Note shall be paid as follows:

(a) **Annual Installments.** Payments of interest and principal under this Restated HOME Note shall be made in annual installments (each, an “Annual Installment”) to be paid to Lender on or before [April 1] of each calendar year of the HOME Loan Term commencing [April 1, 2025] (a “Payment Date”). Each Annual Installment shall equal 50% of Surplus Cash. Notwithstanding the foregoing to the contrary, all outstanding Indebtedness under this Restated HOME 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 HOME Loan is due on sale and/or on refinancing of the Project. Notwithstanding the foregoing to the contrary,

i. the pledge to a member by a managing member of the managing member’s interest contained in the Operating Agreement as security for the performance of all of the managing member’s obligations under the Operating Agreement shall not constitute a refinancing for purposes of the Home Loan Documents;

ii. a sale, transfer, pledge, encumbrance or other disposition of Investor Member’s interests in Borrower shall not require Lender’s consent nor constitute a sale of the Project for the purposes of this Section; and

iii. the change in the managing member of Borrower as managing member of Borrower in accordance with the terms of the Operating Agreement of Borrower shall not require Lender consent nor constitute a sale of the Project for the purposes of this Section.

(e) Notwithstanding the foregoing to the contrary, if Surplus Cash is negative in any year during the Term of the HOME 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 also evidenced by the HOME Regulatory Agreement, and secured, among other things, by the HOME Mortgage, and reference is made to the HOME 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 Construction Loan indebtedness secured by the Construction Loan Mortgage. The HOME Mortgage securing this Restated HOME Note is and shall be subject and subordinate in all respects to the liens, terms, covenants, and conditions of the Construction Loan 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 Restated HOME Note and any other HOME Loan Document 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 Restated HOME Note, the HOME Mortgage or any other HOME Loan Document for the repayment of the Indebtedness or for the performance of any other obligations of Borrower under the HOME Loan Documents, 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 Restated HOME 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 Restated HOME Note or in connection with efforts to collect any amount due under this Restated HOME Note, or to enforce the provisions of any of the other HOME Loan Documents, 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 Restated HOME Note, the HOME Mortgage, or any other HOME Loan Document 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 Restated HOME 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 Restated HOME 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 Restated HOME 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 Restated HOME Note and any other fees or amounts to be paid by Borrower pursuant to any of the other HOME Loan Documents. Neither this Restated HOME Note nor any of the other HOME Loan Documents 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 HOME Loan is interpreted so that any interest or other charge provided for in any HOME Loan Document, whether considered separately or together with other charges provided for in any other HOME Loan Document, 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 Restated HOME 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 Restated HOME Note. 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 Restated HOME Note.

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 Restated HOME Note to a period of "days" means calendar days, not Business Days.

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

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

20. Notices. All notices, demands and other communications required or permitted to be given by Lender to Borrower pursuant to this Restated HOME Note shall be given in accordance with Section 30 of the HOME Mortgage.

21. Consent to Jurisdiction and Venue. Borrower agrees that any controversy arising under or in relation to this Restated HOME 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 Restated HOME Note. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

22. WAIVER OF TRIAL BY JURY. BORROWER (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS RESTATED HOME 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. Amendment and Restatement. This Restated HOME Note amends and restates in its entirety that certain Promissory Note (HOME Rental Rehabilitation Program) of Terrebonne Elderly Housing Limited Partnership ("Original Borrower") payable to Lender, dated April 19, 1995, in the original principal amount of \$1,350,000 (the "Original Note"). The Original Note was assumed by Borrower pursuant to that certain Assignment and Assumption of Loan Documents by and between Original Borrower, Borrower, and Lender dated on even date herewith. Lender and Borrower declare that this Restated HOME Note is not a novation of the Original Note nor is the indebtedness evidenced by this Restated HOME Note a novation of the indebtedness evidenced by the Original Note.

[Signature page follows.]

IN WITNESS WHEREOF, Borrower has signed and delivered this Restated HOME Note or has caused this Restated HOME Note to be signed and delivered by its duly authorized representative.

New Bonne Terre Village I, LLC, a Louisiana limited liability company

By: HRI New Bonne Terre Village I, 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 limited liability company, 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 Section 22 of this Restated HOME Note:

Terrebonne Parish Consolidated Government

By: _____
Name:
Title:

ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS

This Assignment and Assumption of Loan Documents (this “Assignment”) is dated as of [DATE], 2022 (the “Effective Date”), and is by and among Terrebonne Elderly Housing Limited Partnership, a Louisiana limited partnership (“Assignor”), New Bonne Terre Village I, LLC, a Louisiana limited liability company (“Assignee”), and Terrebonne Parish Consolidated Government, a public body corporate and politic constituting a political subdivision and instrumentality of the State of Louisiana (“Lender”).

Assignor is the owner of that certain 51-unit elderly residential housing development located in Houma, Louisiana and known as the “Bonne Terre Village I Apartments” (the “Project”).

On April 19, 1995, in connection with the Project, Lender made a loan to Assignor in the original principal amount of \$1,350,000.00 (the “Loan”), as evidenced by that certain Promissory Note (HOME Rental Rehabilitation Program) in the original principal amount of \$1,350,000.00 made by Assignor to the order of Lender (the “Note”), and that certain HOME Rental Rehabilitation Program Regulatory Agreement by and between Lender and Assignor, recorded in the Parish of Terrebonne, State of Louisiana as Instrument No. 954089 in Book 1013 Page 20 (the “Regulatory Agreement”), and as secured by that certain Act of Mortgage by Assignor to Lender, recorded in the Parish of Terrebonne, State of Louisiana as Instrument No. 954088 in Book 1013 Page 2 (the “Mortgage”, and together with the Note and the Regulatory Agreement, collectively, the “Loan Documents”).

In connection with the proposed refinancing and renovation of the Project, Assignor is transferring the Project to Assignee, and in further connection therewith, Assignor also wants to assign to Assignee all of Assignor’s rights, duties, and obligations under the Loan Documents and Assignee wants to assume the Loan and all of Assignor’s rights, duties, and obligations under the Loan Documents.

Pursuant to Section 4.10 of the Regulatory Agreement, Lender joins in this Assignment to consent to the transfer of the Project to Assignee and to consent to the assignment to Assignee of all of Assignor’s rights, duties, and obligations under the Loan Documents and to accept Assignee’s assumption of the Loan and of all of Assignor’s right, duties, and obligations under the Loan Documents.

In connection with the Project, on the Effective Date, (i) Assignor wants to assign to Assignee all of Assignor’s rights, duties, and obligations under the Loan Documents, (ii) Assignee wants to assume the Loan and all of Assignor’s rights, duties, and obligations under the Loan Documents, and (iii) Lender is wants to consent to such assignment and accept such assumption, all as more fully set forth in this Assignment.

Therefore, the parties agree as follows:

Section 1 Assignment.

Assignor hereby assigns to Assignee all of Assignor’s rights, duties, and obligations under the Loan Documents, including any and all payment and performance obligations of Assignor as borrower under the Loan Documents.

Section 2 Assumption.

Assignee hereby accepts the assignment set forth in Section 1 and hereby assumes the Loan and all of Assignor’s rights, duties, and obligations under the Loan Documents, as well as any and all payment and performance obligations and any and all liability, demands, claims, causes of action, and loss arising

thereunder, with the intent of being bound as borrower under the Loan Documents. Further, Assignee hereby agrees to perform any and all obligations of Assignor under the Loan Documents.

Section 3 Indemnification.

- 3.1. Assignee shall defend, indemnify, and hold harmless Assignor from and against any and all claims first asserted against or incurred by Assignor in connection with any acts or omissions, on or after the Effective Date, with respect to the Loan Documents.
- 3.2. Assignor shall defend, indemnify, and hold harmless Assignee from and against any and all claims asserted against or incurred by Assignee in connection with any acts or omissions, prior to the Effective Date, with respect to the Loan Documents.

Section 4 Lender Consent to Assignment.

- 4.1. Lender Consent. Notwithstanding anything contained in the Mortgage and in Section 4.10 of the Regulatory Agreement, Lender hereby consents to the assignment to Assignee of all of Assignor's rights, duties, and obligations under the Loan Documents, and to Assignee's assumption of the Loan and all of Assignor's rights, duties, and obligations under the Loan Documents.
- 4.2. Release of Assignor. Lender's consent to this Assignment, including its acceptance of Assignee's assumption of the Loan and all of Assignor's rights, duties, and obligations under the Loan Documents, shall serve as the release of Assignor from the performance and observance of all of its duties and obligations under the Loan Documents, including without limitation, repayment of the Loan due under the Loan Documents, from and after the Effective Date.

Section 5 Other Provisions.

- 5.1. Defined Terms. Any capitalized terms used and not otherwise defined herein shall have the same meaning as in the Loan Documents.
- 5.2. Reaffirmation of Loan Documents. Except as amended or modified by this Assignment, the terms of the Loan Documents remain in full force and effect as of the Effective Date.
- 5.3. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives, successors, and assigns.
- 5.4. Further Assurances. Each party agrees to execute and deliver all additional instruments and documents reasonably required by either party in order to further evidence the intent of this Assignment.
- 5.5. Governing Law. This Assignment shall be governed under the laws of the State of Louisiana.
- 5.6. Counterparts. This Assignment may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

The parties have executed this Assignment and Assumption of Loan Documents as of the Effective Date.

ASSIGNOR:

Terrebonne Elderly Housing Limited Partnership, a Louisiana limited partnership

By: HRI Terrebonne Elderly Housing, LLC, a Louisiana limited liability company, its general partner

By: Historic Restoration, Incorporated, a Louisiana corporation, its sole member and managing member

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

ASSIGNEE:

New Bonne Terre Village I, LLC, a Louisiana limited liability company

By: HRI New Bonne Terre Village I, 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

LENDER:

Terrebonne Parish Consolidated Government, a public body corporate and politic constituting a political subdivision and instrumentality of the State of Louisiana

By: _____
[]
Its: [Parish President]



Bonne Terre Village I

7614 Main Street

Property Renovation Scope

Estimated Construction/Rehab. Costs: \$5,010,000

The Owner intends to perform a substantial renovation of the building's exterior envelope, certain upgrades to existing apartments, finishes, and systems, and looks forward to improving the common/amenity space throughout the property. Focused on maintenance and quality improvements, the planned renovation scope provides for a comprehensive restoration of the building's exterior envelope, including:

- Recladding exterior wall surfaces with cementitious siding/panels;
- Existing single-paned aluminum windows to be replaced with double-paned, energy efficient vinyl windows;
- Assessment and maintenance, as needed, of existing doors and roof/gutters.

In addition to ensuring long-term durability through the weatherproofing scope listed above, the Bonne Terre Village I rehabilitation promotes improved efficiency and comfort for its residents with repair, upgrade, and/or replacement of building systems and finishes including certain instances addressing:

- Access control/security/CCTV systems;
- HVAC systems;
- Circulating building hot water system;
- Electric fixtures;
- Plumbing fixtures;
- Unit flooring;
- Kitchen and bathroom cabinets/countertops;
- Appliances (stoves/ovens, refrigerators, microwaves, vent hoods);
- Trash compactor;
- Prep & paint walls and ceilings; and
- Laundry equipment and addition of new laundry facilities.

Additionally, the residents will enjoy the following site improvements included in the rehabilitation scope:

- Fence/Gate repairs
- New courtyard/picnic area;
- Landscaping;
- New pet walk area.



Monday, November 28, 2022

Item Title:

Ordinance to Authorize a Right of Use Agreement between TPCG and Claude Luke, Jr. and Pauline Luke

Item Summary:

Introduce an ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Claude Luke, Jr. and Pauline Luke for the property that bears a municipal address of 110 Indigo Street, Dulac, Louisiana 70353 and call a public hearing on said matter on Wednesday, December 14, 2022, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/16/2022	Executive Summary
Ordinance	11/16/2022	Ordinance
Cooperative Endeavor Agreement	11/16/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorizing the Parish President to Execute a Right Of Use Agreement between TPCG and Claude Luke, Jr. and Pauline Luke for the Property that Bears a Municipal Address of 110 Indigo Street, Dulac, Louisiana 70353; and call a Public Hearing on Wednesday, December 14, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program in January of 2003. TPCG, as part of the "buy-back" portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish. FEMA imposes stringent deed restrictions consistent with their "open space" philosophy on the Property obtained by TPCG through the grant monies. TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements. The User desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the property. TPCG and User believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This Right of Use granted to User is for the use of the Property as green space only, and it is made for and inconsideration of this entire agreement, in accordance with the terms of FEMA and TPCG, as set out in this agreement and established by law, of the above described Property for the term of the agreement.

TOTAL EXPENDITURE

\$ 0.00

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

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Manager

Date

11/16/22

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RIGHT OF USE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND CLAUDE LUKE, JR. AND PAULINE LUKE FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 110 INDIGO ST., DULAC, LOUISIANA 70353.

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to convey or lease or authorize the conveyance or lease of any lands or property of the parish government.; and

WHEREAS, the Terrebonne Parish Consolidated Government and Claude Luke Jr. and Pauline Luke desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute a Right of Use Agreement for the period set forth in the agreement and approved by the legal department.

SECTION II

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the ____ day of _____ 2022.

DARRIN GUIDRY, CHAIR

TERREBONNE PARISH COUNCIL

TAMMY TRIGGS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the 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 _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

SUZETTE THOMAS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR RIGHT OF USE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
CLAUDE LUKE, JR. AND PAULINE LUKE**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

I. PARTIES

- 1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Ordinance Number _____;
- 1.2 **CLAUDE LUKE, JR.**, (SSN XXX-XX-0202) (DOB 12/04/1989) and **PAULINE LUKE**, both persons of full age of majority, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 2013 Ray Dr., Houma, LA, and are married to each other (hereinafter referred to as “USER”);

(hereinafter known and designated as USER, and a person of the masculine gender, whether one or more);

II. PREAMBLES

- 2.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and
- 2.2 WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS, USER desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS, TPCG and USER believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost; and
- 2.8 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and USER respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USER for the following property, which shall also be known as the “Property” or “Premises,” situated in the Parish of Terrebonne, State of Louisiana:

2.8.1. Four (4) certain lots of ground situated in Terrebonne Parish, Louisiana, designated as 7, 8, 9 and an unnumbered lot adjoining Lot 7 of Block Three (3), Addendum 1 to Authement Subdivision No. 3 on map made by S. Allen Munson, C.E., 21 August 1958 of record in COB 313, folio 526, Terrebonne Parish; Lots 7, 8, and 9 each fronting fifty (50’) feet on the north side of Indigo Street by depth between parallel lines of ninety (90’) feet; and the unnumbered lot measuring forty (40’) feet on the north side of Indigo Street on depth of its western line of seventy (70’) feet and having a width on its north line of fifty-seven (57’) feet; said 4 lots together bounded north by Lot 3, 4, 5, 6 and unnumbered lot on the south side of Oak Street, west by Lots 10 and 11, east by Bayou Grand Caillou and south by Indigo Street;

LESS AND EXCEPT:

A certain lot of ground situated in Terrebonne Parish, Louisiana, designated as Lot Nine (9) of Block Three (3), Addendum (1) to Authement Subdivision No. Three (3), on a map made by S. Allen Munson, C.E., 21 August 1958 of record in COB 313, folio 526, Terrebonne Parish, said Lot fronting fifty (50’) feet on the north side of Indigo Street by depth between parallel lines of ninety (90’) feet bounded north by portions of Lot Three (3) and Four (4), south by Indigo Street west by Lots Ten (10) and Eleven (11) and east by Lot Eight (8) all of said block, together with all improvements thereon, and all rights, ways, privileges thereunto belonging or in anywise appertaining.

Bearing a municipal address of 110 Indigo Street, Dulac, Louisiana, 70535, Terrebonne Parish (Parcel No. 27713).

2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

III. RECITALS

3.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

IV. EFFECTIVE DATE AND TERM

4.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.

4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

V. CONSIDERATION

5.1 CONSIDERATION. This Right of Use granted to USER is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

VI. USE AND MAINTENANCE OF PREMISES

6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.

6.2 USER hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USER further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USER further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.

6.3 Under no circumstances shall USER conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.

6.4 Under no circumstances shall USER conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.

6.5 USER shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.

6.6 It is further agreed that USER assume sole responsibility at all times for the behavior of his guests, and that USER shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.

6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on the Premises in perpetuity. USER agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USER desire to erect or modify any improvements on the Premises, USER shall first submit all plans for improvements to TPCG for prior written approval. USER also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USER shall remain the Property of the USER. Unless otherwise requested by the Parish in writing, the USER must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USER at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USER to remove said structures and improvements from the Premises, and in the absence of compliance by USER, TPCG may demolish and remove the structures and/or improvements at USER's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USER may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USER is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.

6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

VII. SURRENDER OF THE PREMISES

7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USER shall surrender the peaceful possession of the Premises. It is further understood and agreed that USER will leave said Premises in a neat and clean condition, free of any debris, trash, etc.

7.1.1 In the event that USER should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USER hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and assigns in the clean-up of said Premises. The obligation of USER to observe and/or perform his covenant shall survive the term of this Agreement.

7.1.2 USER further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USER and caused by the act or acts of USER, its agents, employees, or such other person or persons acting under or through his authority and direction.

VIII. INSURANCE

8.1 USER further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.

8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USER agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.

8.3 USER further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USER of the policy premium, as well as all renewal premiums.

8.4 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."

8.5 It is further understood and agreed by the parties hereto that the failure by USER to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

IX. INDEMINIFICATION

9.1 It is understood and agreed by and between the parties hereto that the USER accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USER agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants, and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USER, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USER, except those claims, demands or causes of action arising out of the negligence of TPCG. USER agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

X. TERMINATION

10.1 This Agreement shall be terminated under any or all of the following conditions:

- 10.1.1 By thirty (30) days written notice by TPCG; or
- 10.1.2 By written mutual agreement and consent of the parties hereto; or
- 10.1.3 At USER’s death; or
- 10.1.4 As provided in Section 13 regarding Default; or
- 10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

XI. AMENDMENT

11.1 No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

XII. LEGAL COMPLIANCE

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

XIII. DEFAULT

13.1 In the event that the USER shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USER’s obligations herein, or upon the filing of a bankruptcy petition by USER, or should USER conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USER of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG’s right to proceed against USER for any and all payments due or owing up to the time USER vacates the Premises all without putting USER in default. USER shall remain responsible for all damages or losses suffered by TPCG. USER hereby assents thereto and expressly waives the legal notice to vacate the Premises.

XIV. NOTICES

14.1 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:

- 14.1.1 As to TPCG: Terrebonne Parish Consolidated Government
Attn: Gordon Dove, Parish President

P.O. Box 2768
Houma, LA 70361

14.1.2 As to USER: Claud Luke, Jr.
2013 Ray Dr.
Houma, LA 70363

14.1.3 Failure of USER to accept or retrieve notice by certified mail shall be considered dispositive.

14.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

XV. OTHER TERMS AND CONDITIONS

15.1 ATTORNEY FEES

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USER obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400.00, whichever is greater. USER further agrees to pay all court costs, expenses and sheriff's charges, if any.

15.2 PERFORMANCE BY TPCG OF USER'S OBLIGATIONS

Should USER fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USER for fifteen (15) days after written notice to USER, and without waiving or releasing USER from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USER, and USER shall be obligated to pay said rent to TPCG on demand. In the event that USER thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USER in the payment of rentals.

15.3 FORCE MAJEURE

The performance of this Agreement 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 Agreement 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.

15.4 NO WAIVER

The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

15.5 NON-ASSIGNMENT

The privileges herein shall not be assigned in whole or part in any manner, and USER shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

15.6 GOVERNING LAW

The validity, interpretation, and performance of this Agreement, including all documents related

thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

15.7 CLAIMS OR CONTROVERSIES

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

15.8 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement 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 Agreement shall be considered as if such invalid, illegal, or enforceable provision had never been contained in this Agreement.

XVI. FEMA COMPLIANCE IF APPLICABLE

16.1 Civil Right Compliance. The USER agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and USER agrees to abide by the requirements of the Americans with Disabilities Act of 1990. USER agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by USER, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

16.2 ENVIRONMENTAL REQUIREMENTS

16.2.1 Clean Air Act. USER acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. USER shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. USER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. USER acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. USER shall comply with this Act when performing work hereunder.

16.2.4 Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

16.3 Debarment and Suspension. USER acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and

USERS declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.4 Byrd Anti-Lobbying Amendment. USER will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

16.5 DHS Seal, Logo, And Flags. The USER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

16.6 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The USER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16.7 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, USER, or any other party pertaining to any matter resulting from the contract.

XVII. SIGNATURES OF THE PARTIES

17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THUS DONE AND SIGNED on this _____ day of _____, 2022, 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: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed:_____

NOTARY PUBLIC

17.2 **CLAUDE LUKE, JR AND PAULINE LUKE**

THUS DONE AND SIGNED on this ____ day of _____, 2022, 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:

USER

Printed:_____

BY: _____
CLAUDE LUKE, JR.

Printed:_____

BY: _____
PAULINE LUKE

NOTARY PUBLIC



Monday, November 28, 2022

Item Title:

Ordinance to Authorize a Right of Use Agreement between TPCG and Virgia Beach and James Beach

Item Summary:

Introduce an ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Virgia Beach and James Beach for the property that bears a municipal address of 214 Bayou Gardens Drive, Houma, Louisiana 70364 and call a public hearing on said matter on Wednesday, December 14, 2022, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/16/2022	Executive Summary
Ordinance	11/16/2022	Ordinance
Cooperative Endeavor Agreement	11/16/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorizing the Parish President to Execute a Right Of Use Agreement between TPCG and Virgia Beach and James Beach for the Property that Bears a Municipal Address of 214 Bayou Gardens Drive, Houma, Louisiana 70364; and call a Public Hearing on Wednesday, December 14, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program in January of 2003. TPCG, as part of the "buy-back" portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish. FEMA imposes stringent deed restrictions consistent with their "open space" philosophy on the Property obtained by TPCG through the grant monies. TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements. The User desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the property. TPCG and User believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This Right of Use granted to User is for the use of the Property as green space only, and it is made for and inconsideration of this entire agreement, in accordance with the terms of FEMA and TPCG, as set out in this agreement and established by law, of the above described Property for the term of the agreement.

TOTAL EXPENDITURE

\$ 6.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Manager

Date

11/16/22

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RIGHT OF USE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND VIRGIA BEACH AND JAMES BEACH FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 214 BAYOU GARDENS DR., HOUMA, LA 70364.

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to convey or lease or authorize the conveyance or lease of any lands or property of the parish government.; and

WHEREAS, the Terrebonne Parish Consolidated Government and Virgia and James Beach desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute a Right of Use Agreement for the period set forth in the agreement and approved by the legal department.

SECTION II

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the ____ day of _____ 2022.

DARRIN GUIDRY, CHAIR

TERREBONNE PARISH COUNCIL

TAMMY TRIGGS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the 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 _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

SUZETTE THOMAS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR RIGHT OF USE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
VIRGIA AND JAMES BEACH**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

I. PARTIES

- 1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Ordinance Number _____;
- 1.2 **VIRGIA BEACH**, (SSN XXX-XX-6108) and **JAMES BEACH** (SSN XXX-XX-7448), both persons of full age of majority, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 212 Bayou Gardens Dr., Houma, LA, and are married to each other (hereinafter referred to as “USER”);

(hereinafter known and designated as USER, and a person of the masculine gender, whether one or more);

II. PREAMBLES

- 2.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and
- 2.2 WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS, USER desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS, TPCG and USER believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost; and
- 2.8 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and USER respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USER for the following property, which shall also be known as the “Property” or “Premises,” situated in the Parish of Terrebonne, State of Louisiana:

- 2.8.1. LOT 13 TALL TIMBERS. CB 2188/65.
(214 Bayou Gardens Dr., Houma, LA 70364)
- 2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

III. RECITALS

3.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

IV. EFFECTIVE DATE AND TERM

- 4.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.
- 4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

V. CONSIDERATION

5.1 CONSIDERATION. This Right of Use granted to USER is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

VI. USE AND MAINTENANCE OF PREMISES

- 6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.
- 6.2 USER hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USER further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USER further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.
- 6.3 Under no circumstances shall USER conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.
- 6.4 Under no circumstances shall USER conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.
- 6.5 USER shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.
- 6.6 It is further agreed that USER assume sole responsibility at all times for the behavior of his guests, and that USER shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.
- 6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on

the Premises in perpetuity. USER agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USER desire to erect or modify any improvements on the Premises, USER shall first submit all plans for improvements to TPCG for prior written approval. USER also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USER shall remain the Property of the USER. Unless otherwise requested by the Parish in writing, the USER must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USER at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USER to remove said structures and improvements from the Premises, and in the absence of compliance by USER, TPCG may demolish and remove the structures and/or improvements at USER's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USER may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USER is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.

6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

VII. SURRENDER OF THE PREMISES

7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USER shall surrender the peaceful possession of the Premises. It is further understood and agreed that USER will leave said Premises in a neat and clean condition, free of any debris, trash, etc.

7.1.1 In the event that USER should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USER hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and

assigns in the clean-up of said Premises. The obligation of USER to observe and/or perform his covenant shall survive the term of this Agreement.

7.1.2 USER further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USER and caused by the act or acts of USER, its agents, employees, or such other person or persons acting under or through his authority and direction.

VIII. INSURANCE

8.1 USER further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.

8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USER agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.

8.3 USER further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USER of the policy premium, as well as all renewal premiums.

8.4 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as “additional insured.”

8.5 It is further understood and agreed by the parties hereto that the failure by USER to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

IX. INDEMINIFICATION

9.1 It is understood and agreed by and between the parties hereto that the USER accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USER agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants, and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USER, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USER, except those claims, demands or causes of action arising out of the negligence of TPCG. USER agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

X. TERMINATION

10.1 This Agreement shall be terminated under any or all of the following conditions:

10.1.1 By thirty (30) days written notice by TPCG; or

10.1.2 By written mutual agreement and consent of the parties hereto; or

10.1.3 At USER’s death; or

10.1.4 As provided in Section 13 regarding Default; or

10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

XI. AMENDMENT

11.1 No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

XII. LEGAL COMPLIANCE

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

XIII. DEFAULT

13.1 In the event that the USER shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USER's obligations herein, or upon the filing of a bankruptcy petition by USER, or should USER conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USER of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG's right to proceed against USER for any and all payments due or owing up to the time USER vacates the Premises all without putting USER in default. USER shall remain responsible for all damages or losses suffered by TPCG. USER hereby assents thereto and expressly waives the legal notice to vacate the Premises.

XIV. NOTICES

14.1 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:

14.1.1 As to TPCG: Terrebonne Parish Consolidated Government
Attn: Gordon Dove, Parish President
P.O. Box 2768
Houma, LA 70361

14.1.2 As to USER: Virgia & James Beach
212 Bayou Gardens Dr.
Houma, LA 70364

14.1.3 Failure of USER to accept or retrieve notice by certified mail shall be considered dispositive.

14.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

XV. OTHER TERMS AND CONDITIONS

15.1 ATTORNEY FEES

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USER obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a

minimum of \$400.00, whichever is greater. USER further agrees to pay all court costs, expenses and sheriff’s charges, if any.

15.2 PERFORMANCE BY TPCG OF USER’S OBLIGATIONS

Should USER fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USER for fifteen (15) days after written notice to USER, and without waiving or releasing USER from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USER, and USER shall be obligated to pay said rent to TPCG on demand. In the event that USER thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USER in the payment of rentals.

15.3 FORCE MAJEURE

The performance of this Agreement 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 Agreement 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.

15.4 NO WAIVER

The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

15.5 NON-ASSIGNMENT

The privileges herein shall not be assigned in whole or part in any manner, and USER shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

15.6 GOVERNING LAW

The validity, interpretation, and performance of this Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

15.7 CLAIMS OR CONTROVERSIES

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

15.8 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement 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 Agreement shall be considered as if such invalid, illegal, or enforceable provision had never been contained in this Agreement.

XVI. FEMA COMPLIANCE IF APPLICABLE

16.1 Civil Right Compliance. The USER agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and USER agrees to abide by the

requirements of the Americans with Disabilities Act of 1990. USER agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by USER, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

16.2 ENVIRONMENTAL REQUIREMENTS

16.2.1 Clean Air Act. USER acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. USER shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. USER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. USER acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. USER shall comply with this Act when performing work hereunder.

16.2.4 Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

16.3 Debarment and Suspension. USER acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and USERS declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.4 Byrd Anti-Lobbying Amendment. USER will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

16.5 DHS Seal, Logo, And Flags. The USER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

16.6 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The USER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16.7 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, USER, or any other party pertaining to any matter resulting from the contract.

XVII. SIGNATURES OF THE PARTIES

17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THUS DONE AND SIGNED on this ____ day of _____, 2022, 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: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed:_____

NOTARY PUBLIC

17.2 VIRGIA BEACH AND JAMES BEACH

THUS DONE AND SIGNED on this ____ day of _____, 2022, 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:

USER

Printed:_____

BY: _____
VIRGIA BEACH

Printed:_____

BY: _____
JAMES BEACH

NOTARY PUBLIC



Monday, November 28, 2022

Item Title:

Ordinance to Authorize a Right of Use Agreement between TPCG and Alvin and Beverly Billiot

Item Summary:

Introduce an ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Alvin and Beverly Billiot for the property that bears a municipal address of 7326 Shrimpers Row, Dulac, Louisiana 70353 and call a public hearing on said matter on Wednesday, December 14, 2022, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/18/2022	Executive Summary
Ordinance	11/18/2022	Ordinance
Cooperative Endeavor Agreement	11/18/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorizing the Parish President to Execute a Right of Use Agreement between TPCG and Alvin and Beverly Billiot for the Property that Bears a Municipal Address of 7326 Shrimpers Row, Dulac, Louisiana 70353; and call a Public Hearing on Wednesday, December 14, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program in January of 2003. TPCG, as part of the "buy-back" portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish. FEMA imposes stringent deed restrictions consistent with their "open space" philosophy on the Property obtained by TPCG through the grant monies. TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements. The User desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the property. TPCG and User believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This Right of Use granted to User is for the use of the Property as green space only, and it is made for and inconsideration of this entire agreement, in accordance with the terms of FEMA and TPCG, as set out in this agreement and established by law, of the above described Property for the term of the agreement.

TOTAL EXPENDITURE

\$ 0.00

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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Mike Toups, Parish Manager

Date

11/18/2022

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RIGHT OF USE AGREEMENT FOR BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND ALVIN AND BEVERLY BILLIOT FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 7326 SHRIMPERS ROW, DULAC, LOUISIANA, 70353.

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to convey or lease or authorize the conveyance or lease of any lands or property of the parish government.; and

WHEREAS, the Terrebonne Parish Consolidated Government and Alvin and Beverly Billiot, desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute a Right of Use Agreement for the period set forth in the agreement and approved by the legal department.

SECTION II

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the ____ day of _____ 2022.

DARRIN GUIDRY, CHAIR

TERREBONNE PARISH COUNCIL

TAMMY TRIGGS

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the 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 _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR RIGHT OF USE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
ALVIN AND BEVERLY BILLIOT**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

I. PARTIES

- 1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Ordinance Number _____;
- 1.2 **ALVIN BILLIOT**, (SSN XXX-XX-7992),(DOB 08/24/50) and **BEVERLY BILLIOT** (SSN XXX-XX-7877),(DOB: 01/05/54), married once, and then to each other, persons of full age of majority, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 320 Ashland Dr., Houma, LA 70363, (hereinafter referred to as “USER”);

(hereinafter known and designated as USER, and a person of the masculine gender, whether one or more);

II. PREAMBLES

- 2.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and
- 2.2 WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS, USER desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS, TPCG and USER believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost; and
- 2.8 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the

mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and USER respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USER for the following property, which shall also be known as the “Property” or “Premises,” situated in the Parish of Terrebonne, State of Louisiana:

- 2.8.1. A certain tract of land situated in the Parish of Terrebonne, Louisiana, about fifteen (15) miles, more or less, below the City of Houma, on the West side of Bayou Grand Caillou, fronting one-half (1/2) arpent, more or less, on the west side of the Public Road parallel, said bayou, and a short distance therefrom, by a depth between parallel lines of survey (a length of ten (10) arpents.
- This property bears a municipal address of 7326 Shrimpers Row, Dulac, Louisiana, 70353.
- 2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

III. RECITALS

3.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

IV. EFFECTIVE DATE AND TERM

- 4.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.
- 4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

V. CONSIDERATION

5.1 CONSIDERATION. This Right of Use granted to USER is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

VI. USE AND MAINTENANCE OF PREMISES

- 6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.
- 6.2 USER hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USER further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USER further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.
- 6.3 Under no circumstances shall USER conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.
- 6.4 Under no circumstances shall USER conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.
- 6.5 USER shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.

6.6 It is further agreed that USER assume sole responsibility at all times for the behavior of his guests, and that USER shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.

6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on the Premises in perpetuity. USER agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USER desire to erect or modify any improvements on the Premises, USER shall first submit all plans for improvements to TPCG for prior written approval. USER also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USER shall remain the Property of the USER. Unless otherwise requested by the Parish in writing, the USER must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USER at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USER to remove said structures and improvements from the Premises, and in the absence of compliance by USER, TPCG may demolish and remove the structures and/or improvements at USER's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USER may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USER is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.

6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

VII. SURRENDER OF THE PREMISES

7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USER shall surrender the peaceful possession of the Premises. It is further

understood and agreed that USER will leave said Premises in a neat and clean condition, free of any debris, trash, etc.

7.1.1 In the event that USER should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USER hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and assigns in the clean-up of said Premises. The obligation of USER to observe and/or perform his covenant shall survive the term of this Agreement.

7.1.2 USER further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USER and caused by the act or acts of USER, its agents, employees, or such other person or persons acting under or through his authority and direction.

VIII. INSURANCE

8.1 USER further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.

8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USER agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.

8.3 USER further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USER of the policy premium, as well as all renewal premiums.

8.4 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as “additional insured.”

8.5 It is further understood and agreed by the parties hereto that the failure by USER to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

IX. INDEMINIFICATION

9.1 It is understood and agreed by and between the parties hereto that the USER accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USER agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants, and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USER, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USER, except those claims, demands or causes of action arising out of the negligence of TPCG. USER agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

X. TERMINATION

10.1 This Agreement shall be terminated under any or all of the following conditions:

- 10.1.1 By thirty (30) days written notice by TPCG; or
- 10.1.2 By written mutual agreement and consent of the parties hereto; or
- 10.1.3 At USER’s death; or
- 10.1.4 As provided in Section 13 regarding Default; or
- 10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

XI. AMENDMENT

11.1 No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

XII. LEGAL COMPLIANCE

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

XIII. DEFAULT

13.1 In the event that the USER shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USER’s obligations herein, or upon the filing of a bankruptcy petition by USER, or should USER conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USER of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG’s right to proceed against USER for any and all payments due or owing up to the time USER vacates the Premises all without putting USER in default. USER shall remain responsible for all damages or losses suffered by TPCG. USER hereby assents thereto and expressly waives the legal notice to vacate the Premises.

XIV. NOTICES

14.1 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:

- 14.1.1 As to TPCG: Terrebonne Parish Consolidated Government
Attn: Gordon Dove, Parish President
P.O. Box 2768
Houma, LA 70361
- 14.1.2 As to USER: Alvin and Beverly Billiot
320 Ashland Dr.
Houma, LA 70363

14.1.3 Failure of USER to accept or retrieve notice by certified mail shall be considered dispositive.

14.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

XV. OTHER TERMS AND CONDITIONS

15.1 ATTORNEY FEES

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USER obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400.00, whichever is greater. USER further agrees to pay all court costs, expenses and sheriff's charges, if any.

15.2 PERFORMANCE BY TPCG OF USER'S OBLIGATIONS

Should USER fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USER for fifteen (15) days after written notice to USER, and without waiving or releasing USER from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USER, and USER shall be obligated to pay said rent to TPCG on demand. In the event that USER thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USER in the payment of rentals.

15.3 FORCE MAJEURE

The performance of this Agreement 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 Agreement 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.

15.4 NO WAIVER

The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

15.5 NON-ASSIGNMENT

The privileges herein shall not be assigned in whole or part in any manner, and USER shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

15.6 GOVERNING LAW

The validity, interpretation, and performance of this Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

15.7 CLAIMS OR CONTROVERSIES

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

15.8 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement 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 Agreement shall be considered as if such invalid, illegal, or enforceable provision had never been contained in this Agreement.

XVI. FEMA COMPLIANCE IF APPLICABLE

16.1 Civil Right Compliance. The USER agrees to abide by the requirements of the following as

applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and USER agrees to abide by the requirements of the Americans with Disabilities Act of 1990. USER agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by USER, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

16.2 ENVIRONMENTAL REQUIREMENTS

16.2.1 Clean Air Act. USER acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. USER shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. USER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. USER acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. USER shall comply with this Act when performing work hereunder.

16.2.4 Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

16.3 Debarment and Suspension. USER acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and USERS declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.4 Byrd Anti-Lobbying Amendment. USER will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

16.5 DHS Seal, Logo, And Flags. The USER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

16.6 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The USER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16.7 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, USER, or any other party pertaining to any matter resulting from the contract.

XVII. SIGNATURES OF THE PARTIES
17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THUS DONE AND SIGNED on this ____ day of _____, 2022, 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:** _____
GORDON E. DOVE
PARISH PRESIDENT

Printed: _____

NOTARY PUBLIC

17.2 ALVIN AND BEVERLY BILLIOT

THUS DONE AND SIGNED on this ____ day of _____, 2022, 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: **USER**

Printed: _____ **BY:** _____
ALVIN BILLIOT

Printed: _____ **BY:** _____
BEVERLY BILLIOT

NOTARY PUBLIC