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# Louisiana Housing Finance Agency



## Legal

Christine Bratkowski, Keith Cunningham

May 2, 2007

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## MEMORANDUM

**To:** Commissioner Allison Jones, Chairman  
Commissioner Mark Madderra  
Commissioner Lisa Woodruff-White  
Commissioner Adell Brown, Jr.

**From:** Christine Bratkowski and Keith Cunningham, Legal Department

**Date:** May 2, 2007

**Re:** Legal Committee Meeting

There will be a Legal Committee meeting at 9:00 a.m., Wednesday, May 9, 2007, in Committee Room 1 at Louisiana Housing Finance Agency, 2415 Quail Drive.

If you have any questions or concerns, please contact us.

May 2, 2007

**LEGAL COMMITTEE MEETING**

A regular meeting of the Louisiana Housing Finance Agency Legal Committee will be held on Wednesday, May 9, 2007, at 9:00 a.m., Louisiana Housing Finance Agency, Committee Room 1, located at 2415 Quail Drive, Baton Rouge, LA, by order of the Chairman.

**Preliminary Agenda**

1. Call to order, roll call and introduction of guests
2. Approval of the minutes of April 18, 2007 Committee Meeting
3. Update on Katrina Cottages Cooperative Endeavor Agreement and FEMA AHPP Agreement
4. Report on Willowbrook and Gaslight Litigation
5. Discussion on Year 15 Policy and Procedures (Qualified Contracts) IRS Code Section 42(h)(6)(E)(i)(II)
6. Other Business
7. Adjournment

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Milton J. Bailey, President

The attachments measuring project goals and designating reporting requirements are subject to change as the final Alternative Housing Pilot Program Agreement will dictate.

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**STATE OF LOUISIANA**  
**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR, made and entered into this (enter date) day of (enter month) 20(enter year) by and between Louisiana Housing Finance Agency of the State of Louisiana, hereinafter referred to as “State,” and/or “Agency” and Cypress Cottage Partners Team officially domiciled at (enter address including city state and zip code) hereinafter referred to as “Contracting Party”.

**ARTICLE I**

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, under FEMA’s Alternative Housing Pilot Program (AHPP) which was awarded to Louisiana based on concepts and designs authored and submitted by Cypress Cottage Partners pursuant to their October 6, 2006 request for proposals made on behalf of Louisiana Recovery Authority, therein awarding the State a total of \$74,542,370.00 DOLLARS, has been allocated for this project, as set forth in "Attachment A" Plan, which is attached to this agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the AHPP as hereinafter provided;

1.4 WHEREAS, the public purpose is described as:

Addressing the need for transitional to permanent housing in the wake of Hurricanes Katrina and Rita.

Housing for the several hundred disaster victims displaced.

Create unique opportunities for homeownership.

Assist displaced residents with social services and other programs.

Create new neighborhoods and infrastructure to support and or replace devastated communities in Louisiana.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with the FEMA AHPP Agreement Number EMW-2007-GR made a part hereof by reference as “Attachment F”, and has provided disclosure and certification statements attached to this agreement and made a part hereof by reference as “Attachment E”.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE II**  
**SCOPE OF SERVICES**

2.1 The Contracting Party shall:

Develop four communities in and around areas previously identified based on both housing needs and proximity to metropolitan areas currently housing displaced individuals in FEMA trailers. The Contracting Party will facilitate the creation of these new temporary to permanent housing structures listed as Katrina Cottages, and Corporate Cottages.

2.2 Deliverables:

**PHASE I**

Land, structures, rights-of-way, appraisals, etc.

Architectural and engineering services.

- Urban Design, Schematic Design & Design Development
- Construction Drawings
- Review of engineering site drawings finalizing Carpet Cottage designs
- Review of engineering site drawings finalizing Katrina Cottage designs

*Supply as needed:*

- ALTA survey
- Environmental survey and review
- Subdivision plat design, document preparation, and recordation.
- Hydrology studies
- Geotechnical studies
- Traffic Studies
- Document preparation for zoning approval
- Infrastructure design
- Preparation of engineered foundation construction documents
- Preparation of permit documents

Supply as needed necessary state, local, and utility company permits and fees. Permits required include:

- Mechanical
- Electrical
- Plumbing
- Flood Plain Management Certificate
- Elevation Certificate
- Wind field Certification
- Sewer and Water
- Structural Certification

## PHASE II

### Construction Administration

This includes all labor, material, equipment, and incidentals to perform the above items of work. Demolition and removal of existing structures and debris as needed.

- Coordinate Sub-contractors documents with site surveyors, soil test engineers, structural engineers, and civil engineers as applicable for each site
- Work with vendors and General Contractor to verify that construction means and methods as drawn will achieve our goals of cost efficiency and quality.

Construction includes but is not limited to:

- Foundation concrete
- Masonry
- Floor Framing Subcontract
- Erection Walls and Roof
- Framing Subcontract
- Hang, Tape, Finish Drywall Subcontract
- Painting
- Plumbing
- HVAC System
- Electrical.
- Exterior Siding Subcontract
- Interior Finish Doors
- Cabinets
- Trim Subcontract
- Lattice Underpinning Subcontract
- Install Furniture
- Living Kits
- RFO
- Clean up Service
- Termite Treatment
- Pest Control

The following is included for Site work at the various sites:

- Clearing and Grubbing
- Cut and fill – based on designing to a balanced site and using onsite material. No allowance has been included for imported fill material.
- Underground utilities, storm water, potable water/ firewater, communications, and sewer.
- Asphalt Roadway including curb and gutter.
- Temporary Erosion Control
- Storm water pollution, prevention, and control plan
- Signage
- Site Landscaping
- Site security – fencing and security guards

Facilitate project execution and coordination in the field

- Company vehicles – fueled and maintained
- Cellular Phone Service
- Office Trailers – furnished and equipped with IT and communications.
- Portable Toilets
- Storage Containers
- Temp. Power
- Temp. Lights for Security
- Payment and performance bonding
- State and local taxes

### **PHASE III**

Social Services

Develop strategies for:

- effective integration of social services with disaster housing
- addressing the particular housing/community needs of elderly, disabled, and other “special needs” communities
- integrating temporary emergency response housing with local, state, and federal permanent affordable and supportive housing programs

Contracting Party will provide to State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party’s resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this agreement and (*monthly or quarterly*) **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of appropriated funds. **Attachment C Progress Report** and **Attachment D Cost Report** are attached to this agreement and made a part thereof by reference.

- 2.3** Budget: The **Budget** for this project is incorporated herein as “**Attachment B**” which is attached hereto and made a part hereof by reference and shows the anticipated expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of seventy-four million five hundred forty two thousand, three hundred and seventy dollars (\$74,542,370.00) which sum shall be inclusive of all costs or expenses to be paid by FEMA in connection with the services to be provided under this agreement. This is the total sum that has been appropriated for this project by FEMA. No state funds shall be paid for any one phase of this agreement.

### **ARTICLE III** **CONTRACT MONITOR**

- 3.1** The Contract Monitor for this contract is James Gilmore, Vice-President of LHFA

- 3.2** Monitoring Plan: During the term of this agreement, Contracting Party shall discuss with State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party’s **Plan** to ensure Contracting Party’s compliance with contract requirements.

The Contract Monitor shall also review and analyze the Contracting Party’s written **Progress Reports** and **Cost Reports** and any work product for compliance with the Scope of Services; and

shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this contract to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Cost Reports** are in compliance with the approved **Budget**. Contract Monitor shall coordinate with agency's fiscal office for reimbursements to Contracting Party and shall contact Contracting Party for further details, information or documentation when necessary.

Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

#### **ARTICLE IV** **PAYMENT TERMS**

- 4.1 Provided Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the state, payments to the Contracting Party shall be made by the State and or FEMA on a reimbursement basis, after receipt from the Contracting Party and approval by State and or FEMA of *monthly Cost Reports* requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by Contracting Party, and shall be subject to audit, as hereinafter stated.
- 4.2 Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement.
- 4.3 Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of December 22, 2006 through, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of FEMA.
- 4.4 The Contract Monitor shall monitor disbursements on a *monthly* basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified to the satisfaction of the agency reasons for the lack of progress. If the agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its

specific goals and objectives, without sufficient justification, the agency shall demand that any unexpended funds be returned to the Agency. Thereafter the agency shall solicit bids to complete the specific goal and objective within the time frame allotted by FEMA Agreement No EMW-2007-GR. ("Attachment F")

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the state. The terms of repayment are outlined in FEMA Agreement No. EMW-2007-GR ("Attachment F")

- 4.5 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number \_\_\_\_\_.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

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- 5.1 The State may terminate this agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the agreement; provided that the State shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contracting Party in default and the agreement shall terminate on the date specified in such notice. Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

- 6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

- 7.1 All records, reports, documents and other material delivered or transmitted to Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

- 8.1 Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

- 9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

- 10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of Contracting Party which relate to this agreement.
- 10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

- 11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

- 12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by FEMA. If the FEMA fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by termination of the AHPP program, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

- 13.1 This agreement shall begin on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and 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 Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT \_\_\_\_\_, Louisiana, on the \_\_\_\_day, of Month, Year

**WITNESSES:**

**Agency Name**

\_\_\_\_\_

\_\_\_\_\_  
*Agency Head Name, Title*

\_\_\_\_\_

THUS DONE AND SIGNED AT \_\_\_\_\_, \_\_\_\_\_ on the \_\_\_\_day, of month, year

**WITNESSES:**

**Contracting Party**

\_\_\_\_\_

\_\_\_\_\_  
*Authorized Person, Title*

\_\_\_\_\_

<b>“ATTACHMENT A” PLAN</b>	NAME OF CONTRACTING PARTY:
	NAME AND BRIEF NARRATIVE OF PROGRAM:
<p><b>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u></b> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p>	
<p>1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>)</p>	
<p>2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results.</i>)</p>	
<p>3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program.</i>)</p>	
<p>4. Performance Measure(s) (<i>Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.</i>)</p>	

**“ATTACHMENT B”**

**Page 1**

**Project Budget (2006-07)**

Name of Contractor

Anticipated Income or Revenue

Sources (list all sources of revenue)

Amounts  
\$

Anticipated Expenses

Expense Categories

Total Amount

Amount of Line Item  
Appropriation

Salaries	\$	\$
Related Benefits	\$	\$
Travel	\$	\$
Operating Services	\$	\$
Advertising	\$	\$
Printing	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office	\$	\$
Rentals	\$	\$
Dues and Subscriptions	\$	\$
Telephones	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$	\$
Other Charges	\$	\$
Acquisitions & Major Repairs	\$	\$
<b>Total Use of the Appropriation</b>	<b>\$</b>	<b>\$</b>

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services shall be detailed using pages 2 and 3 of "Attachment B").

**ATTACHMENT B**  
**Page 2**  
**STAFFING**  
**CHART**

Name of  
Organization: \_\_\_\_\_

Name of  
Program: \_\_\_\_\_

Name	Title	Total Salary Amount	Total Salary Paid by Appropriation Amount Percentage		Related Benefits	Full time or Part Time # of months

**ATTACHMENT B**  
**Page 3**  
**SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES**

Name of Organization: \_\_\_\_\_

Name of Program: \_\_\_\_\_

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation

# “ATTACHMENT C”

## Progress Report

*(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)*

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone :( ) \_\_\_\_\_ Fax:( ) \_\_\_\_\_

Goal:	% Complete
Objective(s):	
Activity(Activities) Performed:	
Performance Measure(s):	

**“ATTACHMENT D”**

**Cost Report for the Period of \_\_\_\_\_**

<b>Expense Category</b>	<b>Approved Total Amount</b>	<b>(Quarterly) Expenditures (Monthly)*</b>	<b>Total Cumulative Year to Date Expenditures</b>	<b>Balance Remaining</b>
Salaries				
Related Benefits				
Travel				
Operating Services				
Advertising				
Printing				
Maintenance of Equipment				
Maintenance of Office				
Rentals				
Dues/Subscriptions				
Telephones				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges				
Acquisitions & Major Repairs				

*(Expense categories must reflect budget categories listed in “Attachment B” budget.)*

*\* Should reflect contract payment terms, either quarterly or monthly.*

# **“ATTACHMENT E”**

## **Disclosure and Certification Statement**

**Contractor’s Name:**

**Contractor’s Mailing Address:**

**Organization Type:** (For example, local government, non-profit, corporation, LLP, etc.)

**Private entities required to register with the Secretary of State’s office must be in good standing with that office.**

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

**List any person receiving anything of economic value from this agreement if that person is a member of the immediate family of an individual who holds a state elected office or who is a state appointed official. Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.**

- I hereby certify that this organization has no outstanding audit issues or findings.**
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.**

**I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.**

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*(Name and Title of Contractor)*

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*(Authorized Signature of Contractor)*

**PROGRAM NAME: Alternative Housing Pilot Program**

CFDA: 97.087

Comment [FE1]: Double check this

GRANTEE: Alabama, Louisiana, Mississippi, and Texas

AGREEMENT NO.: EMW-2007-GR-

Comment [FE2]: Double check this

AMENDMENT NO.:

**ARTICLE I – AUTHORIZATION:**

- A. Homeland Security Act of 2002, H.R. 5005-8, P.L. 107-296
- B. P.L. 109-234, Emergency Supplemental Appropriations Act for Defense, The Global War on Terror, and Hurricane Recovery, 2006

**ARTICLE II – PROJECT DESCRIPTION**

The Grantee shall perform the work as described in the Program Narrative/Project Proposal, which is included as part of the application package dated \_\_\_\_\_, including revisions dated \_\_\_\_\_.

**ARTICLE III – PERIOD OF PERFORMANCE/BUDGET PERIOD**

- A. Performance Period: The Performance Period shall be a maximum of forty eight (48) months beginning with the accomplishment of the project activities and ending with the multi-year evaluation. The period of performance will begin on \_\_\_\_\_, 2007 and end on \_\_\_\_\_, 2009, and will correspond to the applicable approved Budget Period, unless extensions have been authorized.
- B. Costs: The Grantee shall only incur costs or obligate funds within the Budget Period for approved activities or within the approved Period of Performance if continuation award has been authorized. Any additional funding under this Grant is subject to the availability of funds and the needs of the Federal Government.
- C. Program Evaluation: The Grantee shall comply with the terms and conditions of the grant until the Department of Housing and Urban Development and the Federal Emergency Management Agency have completed the Alternative Housing Pilot Program Study, projected to end in 2011.

**ARTICLE IV – AMOUNT OF AWARD**

Approved Budget: The approved budget for this award by category is:

← - - - - Formatted: Bullets and Numbering

Object Class		Total
Personnel		
Fringe Benefits		
Travel		
Equipment		
Supplies		
Contractual		
Construction		
Other		
TOTAL DIRECT		
Indirect Charges		
TOTAL BUDGET		
FEDERAL SHARE		

**ARTICLE V – REQUEST FOR PAYMENT**

- A. The Grantee may be paid in advance, or reimbursed by completing the SF 270, Request for Advance/Reimbursement. In accordance with Treasury regulations at 31 CFR Part 205, the Grantee shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds.
- B. The Grantee may use the Internet at [www.omb.gov](http://www.omb.gov) to download the Standard Forms 1199A and 270.
- C. AHPP shall use a Two-Part Funding Method.
  - 1. The Grantee may receive up to 50% of the grant funding at the time of award.
    - a. With these funds the Grantee conducts preconstruction planning, site survey and acquisition (not including site preparation) and conceptual designs.
    - b. Following applicant submission of pre-construction site plans, conceptual designs or individual placement site lists, FEMA will complete the following processes:

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← - - - - Formatted: Bullets and Numbering

Compliance

National Environmental Policy Act (NEPA) ← Formatted: Bullets and Numbering

- i. National Historic Preservation (NHPA) Compliance
- ii. Endangered Species Act and other environmental compliance requirements
- iii. Building Science Review

c. FEMA monitors progress and verifies full compliance. ← Formatted: Bullets and Numbering

d. Only after activities included, but not limited to those, listed in Article VI shall the Grantee be permitted to access the second half of its grant award, and move towards final construction of projects. ← Formatted: Bullets and Numbering

2. After the grantee has identified exact locations for the housing, and completed all pre-preconstruction activities, including legally mandated reviews, the remaining grant funding is available as needed.

3. In order to access funds under either phase described in Article XI, the Grantee must comply with the Cash Management Act and demonstrate adherence to the timetables and activities found in its AHPP Program Management Plan (see Article VI for details). ← Comment [FE3]: Grants – please elaborate

ARTICLE VI – PERFORMANCE REPORTING

The Grantee shall submit quarterly performance reports which provide updates on the progress on agreed-upon goals. The performance reports shall include information covering the following components/activities:

A. AHPP Project Management Plan

1. General. The AHPP Project Management Plan consists of a series of documents and submissions that are reviewed and approved by FEMA to govern the Grantee’s AHPP project under this Grant Agreement.

2. Components of the AHPP Project Management Plan. The Grantee's Project Management Plan (AHPP Plan) includes each of the following components, as approved by FEMA. (See Appendix A for AHPP Program Management Template, which provides a format for this document). Because some of these documents may be submitted to FEMA for approval throughout the implementation of the Grant Agreement, an approved AHPP Plan shall be deemed to mean any or all of the following documents that have been submitted to FEMA on a timely basis, and that are approved by FEMA:

a. AHPP Plan that guides implementation of the project ← Formatted: Bullets and Numbering

- b. Disposition Plan for Units ← --- Formatted: Bullets and Numbering
- c. The Grantee's AHPP application, submitted in response to the AHPP Grant Guidance and Application Kit.
- d. Requests for funds for predevelopment costs
- e. Supplemental submissions that FEMA requires the Grantee to submit the following: ← --- Formatted: Bullets and Numbering
  - i. Grantee's responses to the FEMA Office of Grant's Management Negotiation Email
  - ii. Certifications and assurances provided by the Grantee in writing. ← --- Formatted: Bullets and Numbering
  - iii. Program Schedule, in accordance with the timeframes established in the Articles of Agreement, and which uses a commonly used scheduling software. ← --- Formatted: Bullets and Numbering
  - iv. AHPP Budget (for all phases, and with drawdown plan) ← --- Formatted: Bullets and Numbering
  - v. Any other information or documentation that is not otherwise required under any other component of the AHPP Plan that is requested by FEMA to supplement or refine information provided in the AHPP Application or to meet any terms or conditions of the Grant Agreement. ← --- Formatted: Bullets and Numbering
- 3. Consistency with AHPP Plan. Any submissions provided to FEMA as part of the AHPP Plan under paragraph (2) of this Article, and that are approved in writing by FEMA, will be deemed to amend the AHPP Plan. ← --- Formatted: Bullets and Numbering
- 4. Incorporation into Grant Agreement. As each component of the AHPP Plan is approved in writing by FEMA, it will be deemed to be incorporated into this Grant Agreement ← --- Formatted: Bullets and Numbering
- 5. Time Periods for Implementation. The Grantee agrees to implement its AHPP Plan in accordance with the approved Program Schedule, including but not limited to the following time periods: ← --- Formatted: Bullets and Numbering
  - a. Grantee must submit its Supplemental Submissions, as required by paragraph (2) of this Article, to FEMA within 30 days from the date of FEMA's written request for the Supplemental Submissions, in form and substance acceptable to FEMA.
  - b. The Grantee must complete Phase 1 activities within 4 months of receiving the AHPP Award.
  - c. If the Grantee does not proceed within a reasonable time frame, FEMA may withdraw any unobligated grant amounts. FEMA shall redistribute any withdrawn amounts to one or more other applicants eligible for AHPP grants or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the AHPP Plan of the original Grantee.

B. Progress Reports

1. The purpose and scope of the grant - this section is usually the same from month to month unless the scope changes. Please note, the scope may only be changed with the approval of the FEMA Project Officer.
2. Overall progress - a sentence or two on the status of the project as of the current reporting period.
3. Substantive performance - a detailed explanation of the reporting period's activity under each of the agreed upon goals. If there has been no activity under a goal that reporting period, you write no activity was required during that period under the particular goal. With each subsequent reporting period, do not delete the previous periods narrative, simply start a new paragraph for the new month or two-week period.
4. Schedule of performance - a couple of sentences on where you are in the overall plan.
5. Work expected to be performed in the next reporting period - actual listing of what you are going to accomplish in the next quarter.
6. Actual and proposed changes in key staff - this is to keep a record of changes in staffing.
7. Problems and obstacles to progress - this section is intended to keep a record of problems. However, the Project Director should call the FEMA Project Officer immediately if a problem develops. Problems and obstacles should be addressed as soon as possible.
8. Deviations - In the event that there are deviations from the initial schedule of progress, the grantee must discuss them directly with the FEMA Project Officer. The grantee shall address how deviations impact the project, and make recommendations for managing the deviation.

**ARTICLE VII – FINANCIAL REPORTING**

- A. Financial Status Report: The Grantee shall submit quarterly financial reports FEMA Form 20-10 (financial Status Report) to the Grants Management Branch, Office of Acquisition, Procurement & Grants. . Final Financial Status Reports are due 90 days after the close of the grant.
- B. Report Submission: Submit the reports to the FEMA Headquarters office at:

DHS/FEMA  
Grants Management Branch  
Attn: Assistance Officer  
500 C Street, SW,  
5<sup>th</sup> Floor – Patriot Plaza Center  
Washington, D. C. 20472

**ARTICLE VIII – MAINTENANCE OF EFFORT**

Funds approved under this Grant agreement shall be used to supplement and shall not be used to supplant State or local funds dedicated to this effort.

**ARTICLE IX – GRANT MANAGEMENT OFFICIALS**

Officials for the Grant Agreement are as follows:

- A. The Project Manager (PM), designated by the Grantee, is responsible for performance of the activities approved in the award:

The Project Manager is:

Name:  
Title  
Office  
Address  
Telephone  
Fax  
eMail Address

- B. The DHS Project Officer (PO) shall be the DHS staff member responsible for monitoring the completion of work and technical performance of the project or activities described in the application under the Project Description.

The DHS Project Officer is:

Name: Victoria Salinas  
Title: Program Specialist  
Office: DHS/FEMA - Recovery Division  
Address: 500 C Street, SW, Room 400  
Washington, DC 20472  
Telephone: 202 – 646 - 4606  
Fax: 202-646-  
eMail Address: Victoria.salinas@dhs.gov

- C. The DHS Assistance Officer (AO) is the DHS official who has full authority to negotiate, administer and execute all business matters of the Grant award in concurrence with the Project Officer.

The Assistance Officer is:

Name: Sylvia A. Carroll  
Title: Assistance Officer  
Office: DHS/FEMA  
Grants Management Branch  
Address: 500 C Street, SW,  
Fifth Floor – Patriot Plaza Center  
Washington, DC 20472  
Telephone: 202-646-3503  
Fax: 202-646-4156  
eMail Address: Sylvia.Carroll@dhs.gov

**ARTICLE X – GRANT AWARD AMENDMENTS/BUDGETS**

All budget and project narrative revisions shall be in compliance with Circular A-102, Grants and Cooperative Agreement to States and Local Governments, and 2 CFR, Part 225, (A-87), Cost Principles for State and Local Governments. This will also include 44 CFR Part 13, and 2 CFR Part 215 for the Administrative Regulations. In addition to these requirements, the Grantee shall submit and receive written prior approval before implementation for the following:

A. Budgets: The following conditions apply:

1. The Grantee shall follow prior approval requirements found in the Emergency Management and Assistance Regulations, 44 CFR Part 13.30, for construction grants. Transfers of funds between total direct cost categories and Program Categories in the approved budget shall receive the prior approval of DHS/FEMA Assistance Officer when such cumulative transfers among those direct cost categories and Program Categories are expected to exceed ten percent of the current total approved budget or result in a major change of scope. All changes, whether requiring prior approval or not, shall be noted in the Performance Reports and Closeout Documents.
2. No transfer of funds to agencies other than those identified in the approved grant agreement application shall be made without prior approval of the DHS/FEMA Assistance Officer.
3. If a Grantee estimates that it will have unobligated funds remaining after the end of the performance period, the Grantee should report this to FEMA Headquarters at the earliest possible time and ask for disposition instructions. Eligible uses of remaining funds will include demobilization of units (where appropriate), and supporting the HUD evaluation.
4. Need for additional funds. DHS is not obligated to provide additional funds prior to the submission and approval of consecutive continuation options based on satisfactory performance and availability of funds.

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B. Budget Revisions Process: Requests are not automatic. They must be submitted to the Assistance Officer and will also be reviewed by the Program Office. The final approval/denial will be in writing by the Grants Management Specialist or Assistance Officer. Budget Change requests can be submitted by priority mail, fax or email and the original signed FEMA Form 20-20 must be sent by priority mail. The request must contain the following information:

1. An explanation as to what the budget change entails.
2. If the budget change involves excess funding in one category due to over-estimating the costs, then please state this in your request and also address the need for moving the funding to another category. The 10% Budget Change Rules does apply to this type of a budget change.
3. If the request is due to a scope of work change that is within the main scope of work, please state this in your request along with addressing your changes and state why the changes are necessary. If you are requesting to a part of your scope of work please state why.
4. Please also submit a revised FEMA Form 20-20.

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C. Extension Requests: Requests for additional time extensions to the period of performance will be considered, but will not be granted automatically and must be supported by adequate justification in order to be processed. They must be submitted to the Grants Management Specialist, and will also be reviewed by the Project Officer. The final approval/denial will be in writing by the Grants Management Specialist or Assistance Officer. Approval of 2<sup>nd</sup> extensions require concurrence by the Program Director, and the Grants Management Branch Chief. When submitting an Extension Request all Financial and Performance Status Reports must be current, and the extension justification must be submitted or extension requests will not be processed. Extension requests can be submitted by priority mail, fax, or email and they must contain the following information:

1. Status of the ongoing activity.
2. An explanation as to why the activity could not be completed as required, actions taken to resolve any problems, and a description of performance measures that are necessary to complete the project.
3. An outline of remaining funds available that are necessary to complete the activity
4. An estimated completion date for the activity.
5. Extensions to the Period of Performance shall be authorized only in writing by DHS Assistance Officer.
6. There is no DHS obligation to provide additional funding as a result of time extensions approved.

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## ARTICLE XI – PROJECT ADMINISTRATION

As a contingency of the AHPP award, the Grantee must outline an acceptable plan to administer the program. The Grantee shall adhere to this Program Management Plan, referred to as the AHPP Plan, and deviations from it that are not approved by the FEMA Assistance Officer and DHS Project Officer may result in revocation of funds, cancellation of the grant, or stopping grant payments until program management issues are resolved to the adequate satisfaction of FEMA. See Article VI, 2 for additional details.

- A. Housing Eligibility Requirements –The Grantee may only house people in the following priority order (i.e., no individual/household in a lower priority category may receive an AHPP housing unit until ALL individuals/households in a higher priority category are met):
  - 1. Priority 1: Disaster victims who are pre-disaster residents of that State, and are currently eligible for FEMA financial or direct housing assistance.
  - 2. Priority 2: Disaster victims who are pre-disaster residents of that State, and currently receive Federal disaster housing assistance through other federal programs.
  - 3. Priority 3: Any other person in the state with on-going housing needs.
- B. Conditions of Occupancy - The resident should be clear (and agree to) the nature of the occupancy, ownership arrangements, and any other legal issues pertaining to the unit. As part of its application process, the grantee shall have all heads of household applying to receive an AHPP unit complete HUD’s “Baseline Evaluation Survey” and sign a consent form indicating their agreement to participate in the HUD and FEMA multi-year evaluation, whether or not they receive a unit. Applicants will be informed that HUD’s evaluation contractor may ask them to respond to up to four surveys over four years (even if they don’t receive a unit). The survey data will be provided to HUD. For individuals selected to receive an AHPP unit or those not selected by living in another FEMA provided housing units, they will be required to make their units available (after receiving reasonable notice) for “unit quality and durability inspections.” The Grantee shall advise all potential residents of AHPP units that occupancy of these units will result in FEMA considering the residents permanently housed, and ineligible for further disaster housing assistance from FEMA due to hurricanes Katrina and Rita. The Grantee shall ensure that all residents of AHPP units affirm that their housing needs have been met through AHPP, and they will no longer seek FEMA direct of financial housing assistance due to Hurricanes Katrina and Rita.
- C. Resident Placement Requirements - The Grantees are responsible for prioritizing who will be receiving AHPP housing, within the FEMA Prioritization Guidelines of Paragraph A of this Article. The Grantees must develop an equitable housing strategy, referred to as a Resident Placement Plan. The Resident Placement Plan must ensure that a diverse population will be housed which includes, but is not limited to, renters, homeowners, people with disabilities. The Grantee shall allow HUD to monitor and collect data on the

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screening, identification, selection, and placement of individuals and households into AHPP units. The Grantee must receive FEMA approval that their selection methods are consistent with HUD's evaluation requirements (a Grantee that selects program participants randomly from an applicant list will automatically be determined to meet HUD's evaluation requirements).

D. Timing Requirements - FEMA reserves the right to withdraw grant awards if the Grantee cannot expediently implement the project. See Article VI, Paragraph 5 for additional details for Timing Requirements of this grant.

1. The Grantee must submit its Supplemental Submissions, as required by paragraph (2) of this Article, to FEMA within 30 days from the date of FEMA's written request for the Supplemental Submissions, in form and substance acceptable to FEMA.
2. The Grantee must identify land for all planned units, and begin implementing the project within two months of grant award, unless otherwise agreed upon with FEMA.
3. The Grantee must complete Phase 1 activities within 4 months of receiving the AHPP Award.
4. The Grantee understands FEMA places no restriction on the length of time a person can live in an AHPP unit.

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E. Ownership of the Units – The Grantee is the owner of the units. The Grantee has the right to transfer ownership of the units to local governments, individuals, non-profit organizations, or other entities. If the Grantee chooses to transfer ownership of the units to another entity or an individual, the new owner is subject to the same rules, regulations, stipulations, and articles of agreement until the AHPP multi-year evaluation is completed. These requirements will be in an occupancy agreement, deed restrictions, or contract terms. The Grantee has the authority to donate, lease, rent, or otherwise have people occupying AHPP housing units. Refer to Allowable Uses of Revenue Generated from AHPP (Paragraph I) for rules governing monies generated by lease, rent or sale of units.

F. Ownership of Unit and Land Tenure – If the Grantee transfers ownership of the unit to an individual, it should protect the titles through any of a variety of strategies including, but not limited to title insurance, so the resident (new owner) is protected as well as a former owner that surfaces at some point in the future. Further, the Grantee shall ensure either that the individual to whom the unit is transferred:

1. has clear (or protected) title to the unit and to the land in "fee simple"; or,
2. has a long-term leasehold on the land for no less than 20 years that is recorded in the appropriate registry of deeds; or
3. is receiving a unit to be placed on leased land in a manufactured home leasehold community and/or park that is appropriately registered and licensed by the State or other unit of local government that typically licenses and regulates such communities in the state. In any event, the owner of the unit can move the unit off the leased community pursuant to the terms and conditions of the leasing agreement.

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- G. Disposition of Units – The Grantee must adhere to the disposition plan outlined in its FEMA approved AHPP Plan. Unless a housing unit is no longer functional, the disposition of the unit should result in a disaster victim occupying the unit, be it through direct ownership of the AHPP unit by a disaster victim, through an entity (i.e. non-profit, housing authority, etc.), or other reasonable means. If the state seeks to dispose of a unit to someone without on-going housing needs due to Hurricanes Katrina or Rita, then it must ensure that disaster victims no longer have a demand for AHPP units; and FEMA must certify that this action is permissible.
- H. Allowable Uses of AHPP Funds - AHPP funds may not be used to pay for amenities such as telephone and cable television costs. Grant funds may be used to pay for the cost of water, sewer, solid waste, electricity or general real estate taxes during the period of performance, provided those costs were included in the official project budget. The Grantee agrees that if cost estimates were low, the grantee will receive no new money to cover these costs and should therefore plan accordingly. It is the responsibility of the grantee to implement and maintain effective mechanisms for paying these types of costs.
- I. Allowable Uses of Revenue Generated from AHPP - The Grantee shall use 100% of revenue generated from this program for affordable home ownership programs for low and moderate-income people with on-going housing needs due to Hurricanes Katrina and/or Rita. The grantees should describe how those funds will be administered in the AHPP Plan. The Grantee may transfer the monies to a community organization such as the Housing and Community Development Department of a city, county or state, and avoid the excess overhead of maintaining a separate organization.
- J. Operations and Maintenance – During the period of performance, the Grantee shall ensure that once units are ready for occupancy, they are occupied, operated effectively, and maintained in good working order. The Grantee understands that this may require finding new residents for AHPP units, if the initial resident no longer wants to live in the unit, or no longer has a need for the unit.
- K. Americans with Disabilities - Grantee shall build units and accommodate people with disabilities. Units for people with disabilities must be built to the highest federal standard for this type of construction.
- L. Group Sites – The Grantee shall ensure that multi-family sites built under AHPP, (e.g. group sites) are superior to FEMA traditional group sites in terms of layout and other factors that improve the quality of life for AHPP residents.
- M. Insurance.
1. The Grantee, contractors of the Grantee, and sub-contractors used to implement this project shall at all times during the duration of this agreement maintain insurance or be self insured with: property, fire, flood insurance (where required by law), basic hazard insurance, casualty, liability, life, worker’s compensation, and all other forms of insurance customarily obtained by entities in the same industry ← - - - - Formatted: Bullets and Numbering
    - a. The Grantee will not insure DHS agents, contractors, or anyone else against any of these risks. The Grantee will inform and require all residents of AHPP units of the need to purchase personal property insurance. ← - - - - Formatted: Bullets and Numbering

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- b. Additional insurance is not required if the grantee is self-insured, but FEMA would still need to verify that flood is properly covered in the grantees self insurance; if not, flood insurance would be required. The Grantee understands that in order to qualify for flood insurance, the building needs to meet the definition of “building.” If the buildings have wheels, they may not meet the NFIP definition of building, but will still need to be insured against flood damage during the grant period of performance. ← - - - - Formatted: Bullets and Numbering
2. National Flood Insurance Program Requirements - The grantee fully understands that housing like Travel Trailers and Mobile Homes are not insurable under the NFIP unless they meet the definition as stated in Section II of the NFIP policy.
- a. The NFIP policy defines a building as: ← - - - - Formatted: Bullets and Numbering
- i. A structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site.
  - ii. A manufactured home (a “manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis transported to its site in one or more sections, and affixed to a permanent foundation).
  - iii. “A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws.”
  - iv. Then Grantee fully understands that a group policy is not available, and that the Group Flood Insurance Program, is only applicable to IHP recipients.
3. The Grantee fully understands that:
- a. Individual policies can be purchased by the State. Once the new owner moves into the housing, then the policy should be written in the owner’s name if the policy is initially written in the name of the State.
  - b. In Property and Casualty Insurance-Auto, Homeowners, etc. Travel Trailers with wheels that are not permanently anchored and mobile, are usually covered under an automobile policy. The Owner would need to consult with their insurance agent.
- N. Environmental and Historic Preservation Compliance. Grantees must comply with all applicable Federal, State, and local environmental and historic preservation requirements, before initiating any construction or ground disturbing activities on a proposed site. Compliance with certain Federal laws such as National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA)

and Executive Orders on Floodplains (11988), Wetland (11990) and Environmental Justice (12898) must be approved by FEMA before the initiation of activities. Failure to meet Federal, State, and local environmental and historic preservation requirements and obtain applicable permits may jeopardize Federal funding.

1. Grantees are strongly encouraged to work with the FEMA Transition Recovery Office (TRO) Environmental Liaison Officer to integrate NEPA, (44 CFR Part 10), NHPA (Section 106)), Floodplains Management (44 CFR Part 9), and other Federal environmental requirements into project planning, site selection, site preparation, and site development process to ensure effective and expeditious compliance with these requirements.
  2. If any potential archeological resources are discovered during ground disturbing activities, the project applicant will immediately cease the activity in the project area and notify the State and FEMA.
- O. Floodplain Management Requirements- For permanent structures, the Grantee must comply with the minimum floodplain management requirements established in community floodplain management codes or ordinances. For temporary structures, the Grantee must comply with the DSG Titled, *Abbreviated Decision Process for the Placement of Mobile Homes, Travel Trailers, and Readily Fabricated Dwellings*, dated October 24, 2006. Neither temporary or permanent units may be placed in the floodway or Coastal High Hazard Area, based on the requirements of 44 CFR Part 9 and EO 11988. “Coastal High Hazard Area” is defined, for the purposes of Part 9, as the V Zone on the effective FIRM, or where Advisory data is available, the 3-foot breaking wave zone as shown on the Advisory base flood elevation maps.
1. The state must follow the Disaster-Specific Guidance (DSG) issued by Recovery Division for placing temporary housing units, or follow the local floodplain management ordinance for permanent units. ← - - - - Formatted: Bullets and Numbering
  - a. The AHPP units that are “temporary” (will be in place on site less than 18 months) can go into the SFHA and ABFE areas but must follow the DSG and “be elevated to the highest level practicable, and be anchored.”
  - b. The AHPP units that are “permanent,” (on site more than 18 months) also can go into the Special Flood Hazard Area (i.e. 100 year flood plain) and Advisory Base Flood Elevation areas, as long as they follow the local floodplain management ordinances and local or model building codes. ← - - - - Formatted: Bullets and Numbering
- P. Building Codes – The grantee shall follow locally adopted or model building codes. Regardless of the code applied, the designs used shall provide appropriate levels of protection for the structures and residents of the units. Since these units may be used regionally, the Grantee must describe how the building code used in the design will satisfy building and safety requirements of the region. The management and work plan shall describe the processes they will employ to ensure these standards.

- Q. Warranty - Appliances and other equipment will be warranted for a minimum of two years. This can be provided through the basic warranty, a service contract, or an extended warranty.

**ARTICLE XII – OTHER TERMS AND CONDITIONS**

The other terms and conditions of the agreement are as follows:

- A. Buy America. The Grantee, Sub-grantees and contractors receiving funds from this grant shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the grant file for record.
- B. Copyright. The Grantee is free to copyright original work developed in the course of or under this agreement. DHS and the Federal Emergency Management Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, replicate, mass produce, publish, or otherwise use, and to authorize others to use, any aspect of the work performed, inclusive of all products, technologies, and housing units built, under this award for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of financial support from DHS and include a statement that the publication does not necessarily reflect the DHS views.
- C. Refunds. The Grantee shall transfer to DHS the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from performance of this agreement, along with accrued interest. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with DHS in any claim or suit in connection with amounts due.
- D. Overpayment and Earned Interest. Within ninety (90) days of the expiration date of the Performance Period, overpayment of funds shall be remitted to the Assistance Officer by check payable to DHS. An overpayment represents the difference between allowable actual expenditures and total DHS payment received by the Grantee.
- E. Security. The Grantee shall not be granted access to classified information under this Grant. If security restriction should happen to apply to certain aspects of the proposed activity, the Grantee will be informed. In the event that the scientific work under this Grant may either need classification or involve access to or storage of any classified data, the Government shall make a decision on the need to classify, or require such access or storage within 30 days after receipt of a written notice from the Grantee. If the decision is affirmative, the Government may invoke the Termination clause, as appropriate.

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- F. Site Visits. DHS and the Department of Housing and Urban Development, through authorized representatives, have the right, at all reasonable times, to make site visits to review project accomplishments and management control systems to provide such technical assistance as may be required. If any site visit is made by DHS/HUD on the premises of the grantee or a contractor under an award, the grantee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.
- G. Clearances: Prior to the start of any construction activity (minor renovations only authorized under this Cooperative Agreement), the Grantee shall ensure that all applicable Federal, State, and local zoning and building permits and clearances are obtained.
- H. Indirect costs
1. If a Grantee has an indirect cost rate approved by a cognizant Federal Agency, that includes a modified off-campus rate, the modified rate will apply. Copies of the Federal approved rate must be submitted with the application and become part of the official file.
  2. If the Grantee has a third party managing the grant, FEMA will only pay the direct costs associated with the management of the grant. Indirect costs of the third party will not be applied to the total direct costs of the grant, and the direct costs associated with the management of the grant should be entered under the contractual budget object class on the FF 20-20, non- construction budget form. Copies of the Federal approved indirect cost rate must be submitted with the application and become part of the official file.
- I. Procurement
1. In accordance with 44 CFR 13.36 (g) and 2 CFR Part 215, Grantees and Sub-grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document.
  2. In accordance with 44 CFR 13.36(a) and 2 CFR Part 215, when procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. If you are not a State or local government, you will comply with 2 CFR Part 215. To the extent required by individual states, applicants should comply with state procedures consistent with EO 12372.

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J. Intergovernmental Review. To the extent required by individual states, applicants should comply with the state procedures consistent with EO 12372.

K. Indemnity.

To the maximum extent permitted by applicable law, but no further, the Grantee, its contractors, or subcontractor hereby releases and shall indemnify, defend and hold harmless FEMA, the Government and their subsidiaries and affiliates and the officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever kind or nature (collectively "Losses") in connection with or incidental to the performance of this grant and any contracts or subcontracts formed due to this grant, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Grantee, Contractors, or Subcontractor, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf. Notwithstanding the foregoing, however, to the extent such Losses result from the negligence, act or omission of the indemnified party, Grantee's liability for such Losses shall only apply to the extent such Losses are caused by, or arise out of the acts, omissions, fault or negligence of Grantee or its lower-tier suppliers, contractors, subcontractors or of anyone acting under its direction or control or on its behalf. (b) The foregoing shall include, but is not limited to, indemnity for: 1) Property damage and injury to or death of any person, including employees of FEMA, Government or Subcontractor. 2) The breach by Grantee of any representation, warranty, covenant, or performance obligation of this Grant.

### ARTICLE XIII - Evaluation of the Alternative Housing Pilot Program

Reporting Requirements for the Evaluation –

- A. In addition to the progress reports, baseline survey data and evaluation consent forms for applicants, and approval of program participant selection criteria, the grantee agrees to the assist HUD and its evaluation contractors as follows:
1. To allow researchers to regularly attend meetings and interview key participants in the design and implementation of the AHPP program in order to tell the story of implementation
  2. To allow researchers access to units and program applicants, including all administrative data collected by the state for AHPP program on those units and program applicants, for evaluation purposes. The data provided to HUD and its contractor(s) as well as other data directly collected by HUD and its contractor(s) will be protected by the 1974 Privacy Act and will be maintained in a secure manner. HUD will only present aggregated information on program applicants. All personal information will be carefully protected.

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- B. Grantees agrees to coordinate their criteria for the selection of residents for AHPP units with HUD to ensure the criteria used support the subsequent data collection and analysis.
- C. Grantees will be expected to collect and provide access to information regarding the construction process for the AHPP units. This may include information on costs, schedule, technical requirements for construction, transport, and the like.
1. The Grantee fully understands and accepts that the HUD evaluation will require access to all construction locations use to produce units under the AHPP. Grantees will ensure their contractors and partners are aware of and comply with this requirement.
  2. The Grantee fully understands and accepts that as part of the HUD evaluation, pricing information will be required.
    - a. Unless grantees or their contractors specifically describe some aspect of the cost or pricing data that they consider proprietary, it will be assumed that all cost, pricing and labor information will be available.
    - b. If the grantee asserts some restrictions to the data, they should be prepared to describe how the evaluation could be supported through the use of data analogs or other collection approaches.
  3. The Grantee fully understands and accepts that as part of the HUD evaluation of the AHPP, interviews may be required of some individuals in the construction process. These interviews will be scheduled and are not intended to interrupt ongoing activities. Grantees will ensure all requests for such interviews will be supported.
  4. During the course of the construction or evaluation of the AHPP units, Grantees fully understand, accept, and anticipate, that there will occasionally be unforecast requirements for HUD or its contractors for information collection.
- D. The Grantee shall comply with Article XI, Paragraph B, and ensure that all people that apply for AHPP units agree to provide information requested by HUD as part of this evaluation. Further, any person that lives or stays in an AHPP unit – for any duration of time – agrees to provide information requested by HUD for this evaluation. Any person that is involved with any aspect of project implementation, including, but not limited to government employees, contractors, and sub-contractors agrees to provide information requested by HUD.
- E. All terms and conditions of the grant will apply until HUD has completed the evaluation.

**ARTICLE XIII – AUDIT REQUIREMENTS**

Grantees and Sub-grantees must follow the audit requirements under OMB Circular A-133. Non-Federal entities that expend \$500,000 or more in Federal funds in a year shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133.

**ARTICLE XIII – GOVERNING PROVISIONS**

The Grantee and any subgrantee shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

- A. Administrative Requirements
  - 1. OMB Circular A-102, State and Local Governments (44 CFR Part 13)
  - 2. OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR Part 215)
- B. Cost Principles
  - 1. 2 CFR, Part 225, (OMB Circular A-87), State and Local Governments
  - 2. 2 CFR, Part 205, (OMB Circular A-21), Educational Institutions
  - 3. 2 CFR, Part 230, (OMB Circular A-122), Non Profit Organizations
- C. Audit Requirements.  
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Grant award is approved by DHS on \_\_\_\_\_, including revisions dated thru \_\_\_\_\_.



**LONG LAW FIRM L.L.P.**

BATON ROUGE • WASHINGTON D.C.

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May 1, 2007

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2415 Quail Drive  
Baton Rouge, LA 70808

*Re: Ninth Ward Housing Development Corp. vs. Louisiana Housing Finance Agency  
Our File Number: 910-003*

Dear Keith:

You asked me to provide an updated status report on this litigation, so we can revisit the LHFA's position, and matters involving the subject properties. As an initial observation, I have not heard anything from plaintiff's attorney since August of 2006, when he sent me some additional interrogatories (discussed below). They certainly have not pushed their case since the damage caused by Hurricane Katrina in August, 2005, but I don't think we can assume they will simply walk away from these claims, particularly considering that the properties have been substantially rehabilitated since the storm, or at least that is my understanding.

This lawsuit was filed in August of 2004. Plaintiff asserts that the LHFA acquired the two subject properties, Gaslight Square Apartments and Willowbrook Apartments, through HUD in September of 1995. Plaintiff claims it was confirmed by the Agency on March 25, 1998 (after an RFP process) as a qualified purchaser for the two properties.

Apparently, after that resolution by the Agency Board of Commissioners, there was a dispute concerning the ownership of plaintiff, Ninth Ward Housing Development Corp. ("NWHDC"), which resulted in separate litigation. There were also some issues raised about the ethics ramifications of having a state senator serve on the Board of NWHDC. In any event, to my knowledge, the lawsuits, and claims regarding corporate ownership, and apparently the ethical concerns or issues, were all resolved.

Based on the Petition and other information I have been provided, it appears plaintiff revisited this issue in June of 2003, requesting that the LHFA transfer title to the two properties to plaintiff in accordance with the 1998 resolution. In minutes of a July 9, 2003 meeting of the LHFA Board of Commissioners, plaintiff was requested to present a "management plan" to be reviewed by Agency staff. Thereafter, on December 10, 2003, it appears the Board accepted an Agency staff recommendation that the Gaslight and Willowbrook Apartments be transferred to NWHDC in the

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same manner that similar properties had previously been transferred. The minutes specifically discussed postponing the transfer until after the first of the year, such that the new gubernatorial administration would then be in office, and could "have an opportunity to review closing documents and approve the Act of Sale," and otherwise to provide "input" with the transfer of the properties.

On January 28, 2004, the Agency received a letter from Volunteers of America, which group was a substantial component of plaintiff's proposal for acquisition of the properties, as Volunteers of America had agreed to serve as property manager for the two properties. The January 28, 2004 letter, however, advised the LHFA that Volunteers of America would no longer be able to enter into management agreements to manage the properties.

At its meeting on February 11, 2004, the LHFA Board rescinded the "qualified purchaser status" of NWHDC, effectively preventing it from acquiring the two properties. It is my understanding the Agency continued to operate the properties thereafter, as owner, retaining the income therefrom.

Plaintiff's lawsuit asks that it be declared a qualified purchaser for the properties, and that the Agency be required to transfer title of the two properties to plaintiff, under the conditions established by the prior resolutions of the LHFA Board.

After the initial lawsuit was filed, some limited discovery was conducted between the parties. However, in August, 2005, Hurricane Katrina inflicted significant damage to these properties. Subsequent to the storm, though I do not have the actual date, I was informed that one of the properties also suffered significant damage from a fire. In discussions since that time, I was given the impression the LHFA was evaluating whether to proceed with rehabilitation efforts for the properties, and that they had not been occupied since Hurricane Katrina, so obviously there had been no further income derived therefrom.

When we last met in November, 2006, we discussed several issues. The Agency was considering the extent to which to rehab the properties, and evaluating the sources of revenue which would come into play for any such rehab work. Additionally, the Agency was considering its policy whether to continue to own these properties, or to seek other owners to operate them. I am under the impression that rehabilitation efforts have gone forward since our meeting. I do not know the status of the reconditioning of the properties, or any projection regarding when they might be placed in service.

I did receive additional interrogatories from plaintiff in August of 2006, and I enclose another copy for your convenience. The obvious purpose of these interrogatories is to determine the status and condition of the two properties since Hurricane Katrina and any other damage. Plaintiff seeks information regarding insurance benefits which have been recovered, repairs, any continued

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occupancy, and any plans which the Agency may have to sell or otherwise dispose of its ownership interest. Therefore, at least as of August, 2006, plaintiff has sought information to determine what will be done with these properties. Because plaintiff has shown no other interest in pursuing this matter, and has not otherwise followed up on these recent discovery requests, we have continued to allow the case to remain idle to see if they would pursue it.

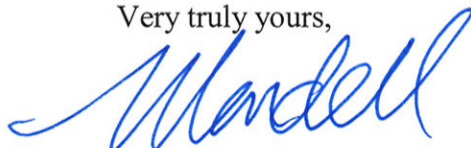
At this point, I need to obtain updated information on the LHFA's plans regarding the properties, any further efforts that have been made to rehabilitate them, and whether the property is yet, or soon will be, ready for occupancy. We should also confirm whether the Agency has determined that it wants to continue to own these properties, or if it wishes to transfer title to them. These initial decisions will help guide us in making decisions regarding whether to take an aggressive approach in the litigation, or whether to require that plaintiffs push the case.

Additionally, to evaluate potential exposure in the case, I need to further review the documents and decisions that were made during the relevant period of time. We need to revisit the reasons for the delays after 1998, when plaintiff was approved as a qualified purchaser, but title to the properties was not transferred. Additionally, I need to revisit the Agency's determination in February, 2004 that plaintiff was no longer a qualified purchaser. Was there any consideration given to allowing plaintiff an opportunity to partner with another qualified management company, for example? There are some additional questions and issues which need to be reconsidered, considering the passage of time since the lawsuit was filed, but little other action has been taken.

If the properties have been rehabilitated, and if the Agency intends to continue to own and operate them, I would expect that NWHDC will push its case at some point in the near future. There would be considerable motivation on plaintiff's part to acquire these properties, particularly once they have been refurbished. Thus, I anticipate more aggressive pressure from plaintiff in the future, such that we should be evaluating and considering our positions in greater detail at this point, to prepare to respond.

Please give me a call once you have reviewed this information so we can discuss how you wish to proceed, and arrange a meeting to further review the necessary details, etc. I look forward to discussing this matter with you in the near future. With kindest regards, I am

Very truly yours,



J. Wendell Clark

JWC/rs

Enclosure

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NINTH WARD HOUSING DEVELOPMENT CORPORATION,  
SUIT NUMBER: 523625

Plaintiff,

SECTION: 23

VERSUS

LOUISIANA HOUSING FINANCE AGENCY,

Defendant.

**INTERROGATORIES**

(First Set)

TO: Louisiana Housing Finance Agency  
through its counsel of record: David L. Guerry  
and Jennifer J. Vosburg  
Long Law Firm  
4041 Essen Lane, Suite 500  
Baton Rouge, LA 70809

Pursuant to La. Code Civ. Proc. art. 1457, Plaintiff Ninth Ward Housing Development Corporation propounds the following interrogatories on Defendant Louisiana Housing Finance Agency ("LHFA"), which are to be answered in writing under oath within the time allowed for answers to interrogatories by law.

These interrogatories are continuing in nature such that in the event any new, additional, or differing information should become known to the LHFA subsequent to the time answers are made to these interrogatories such new, additional, or differing information shall be disclosed in writing to the undersigned at the address listed below within 15 days after such new, additional, or differing information first becomes known.

**DEFINITION**

LHFA means the Louisiana Housing Finance Agency, its governing board or authority, any committee of its governing board or authority, and any of its officers, employees, agents, attorneys, or any other persons or entities acting for or on behalf of the LHFA.

**INTERROGATORY NO. 1:**

Please describe the current physical condition of the Gaslight Square Apartments.

**INTERROGATORY NO. 2:**

Does the LHFA plan, or has the LHFA made, any claim against an insurer or other third

party in connection with any damage sustained by the Gaslight Square Apartments as a result of damages cause by, or in connection with, Hurricane Katrina or any other natural or man made cause?

**INTERROGATORY NO. 3:**

Have any persons resided in the Gaslight Square Apartments since October 1, 2005?

**INTERROGATORY NO. 4:**

Please describe the current physical condition of the Willowbrook Apartments.

**INTERROGATORY NO. 5:**

Does the LHFA plan, or has LHFA made, any claim against an insurer or other third party in connection with any damage sustained by the Willowbrook Apartments as a result of damages caused by, or in connection with, Hurricane Katrina or any other natural or man made cause?

**INTERROGATORY NO. 6:**

Have any persons resided in the Willowbrook Apartments since October 1, 2005?

**INTERROGATORY NO. 7:**

Has the LHFA held any discussions or does it have plans at the present time to sell, or in any other manner dispose of its ownership interest, in the Gaslight Square Apartments?

**INTERROGATORY NO. 8:**

Has the LHFA held any discussions or does it have plans at the present time to sell, or in any other manner dispose of its ownership interest, in the Willowbrook Apartments?

By Attorneys,



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Charles L. Patin, Jr. (La. Bar # 10338)  
KEAN, MILLER, HAWTHORNE, D'ARMOND,  
McCOWAN & JARMAN, L.L.P.  
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Baton Rouge, Louisiana 70825  
Telephone: 225-387-0999  
Facsimile: 225-388-9133

## **LHFA POLICIES REGARDING QUALIFIED CONTRACT REQUESTS**

The following terms and conditions (“Y15 Policies”) will allow the Louisiana Housing Finance Agency (hereinafter sometimes referred to as the "Agency") to administer requests from property owners who intend to make a request under IRS Code § 42(h)(6)(E)(i)(II) (hereinafter sometimes referred to as the "Request") to produce a qualified contract (hereinafter sometimes referred to as the "QC").

### **Application and Fees**

1. The Agency will require advance notice, in the form of a Preliminary Application, before an owner may submit a Request. This notice will not bind owners to submit a Request and does not start the one year period (hereinafter sometimes referred to as the "1YP").
2. The Agency will accept Preliminary Applications from each year May 31 to July 31. Upon receipt the Agency will determine if the property is eligible for consideration. For example, many owners elected to waive the right to make a Request. Such waivers earned points in the initial application for Housing Credits and were recorded in the property’s extended use agreement. Some properties may also be temporarily ineligible due to the factors described below. The Agency will inform owners about their eligibility by October 1 of the same year, and will accept Request submissions from October 2 through November 2 of that year.
3. The owner will certify in the Preliminary Application that the necessary documentation is available and that all purchase options will be waived.
4. Prior to submission of the preliminary application, owners should review the project’s “Special Conditions” section of the regulatory agreement to verify eligibility. The Agency will assess owners a non-refundable fee of five hundred dollars for processing Preliminary Applications for eligibility and a five thousand dollar fee for any subsequent Requests. All necessary third party costs will be passed on to owners. The Agency may require owners to fund a deposit of up to thirty thousand dollars to cover such costs; the Agency will refund the unused portion of the deposit, if applicable.
5. If third party costs exceed the owner’s initial deposit, the Agency will request additional funds in writing. The owner shall continue to make deposits to cover such costs. If the owner delays in making a deposit, the Agency may suspend processing or terminate a Request.

### **Eligibility to Request a QC**

1. In determining when a property is eligible, the Agency will only consider the latest date for properties with multiple credit periods or allocations. Owners may not submit a Request until the beginning of the fourteenth year of:
  - a) the last compliance period for properties with buildings that were placed in service different years, or
  - b) the most recent of multiple allocations to the same property.

For example, if five buildings in the property began their credit periods in 1991 and one started in 1992, the fourteenth year for the purposes of a Request would be 2006, which is the earliest date the Request could be considered. If the property received its first allocation of five hundred thousand dollars in 1991 and a subsequent award of twenty five thousand dollars in 1993, the fourteenth year for the purposes of a Request would be 2007.

2. The Agency will not consider a Request until the owner secures a complete, unconditional waiver of all purchase options, including a nonprofit general partner's right of first refusal.
3. Properties that do not meet the basic physical compliance standards that are (or would be) necessary to claim some or all of the Housing Credit allocation are ineligible for consideration. Owners must correct all such violations prior to submitting a Request.

### **Documentation Requirements**

1. The 1YP will not begin until the Agency determines that the owner has met all of the submission requirements of the request.
2. The Agency will not consider a Request until after receipt of all supporting documentation. Owners will need to submit the following items along with a Request:
  - a) first year 8609s,
  - b) annual partnership tax returns for all years of operation since the start of the compliance period ("all years"),
  - c) annual property financial statements for all years,
  - d) loan documents for all secured debt during the compliance period,
  - e) partnership agreement (original, current and all interim amendments),
  - f) physical needs assessment for the entire property,
  - g) appraisal for the entire property,
  - h) market study for the entire property,
  - i) title report, and
  - j) Phase I environmental (Phase II if necessary).

The first five items are necessary to determine the price as required under IRS Code § 42(h)(6)(F) ("QC Price"). The latter five will be necessary for prospective buyers. The Agency will not consider waiving some or all of items (f) through (j) until after the QC Price is established if the owner agrees to delay the start of the 1YP.

3. Owners who expect to take advantage of the QC option have a corresponding duty to maintain the records necessary to allow computation of the QC Price. There are three options for owners who have not fulfilled this responsibility:
  - a) the Agency deems the property ineligible for consideration,
  - b) an accountant deduces missing information (interpolation), or
  - c) the owner agrees to accept fair market value.

An example of item (b) is to re-create what would have been the property's financial statement using accountant work papers. The Agency, in its discretion, will determine which option(s) is/are available.

4. The 1YP shall be suspended during any period of time during which the Agency is waiting for additional documentation from the owner.

### **Presenting a QC**

1. Under IRC §42(h)(6)(E)(i)(II), the Agency's only obligation is to "present" to the owner a bona fide contract to acquire the property for the QC price (hereinafter sometimes referred to as the "Contract"). Once the Agency presents a Contract to the owner, the possibility of terminating the extended use period is removed forever and the property remains bound to the provisions in the extended use agreement.
2. There is no requirement in the IRS Code that the prospective buyer actually purchase the property. Whether or not the seller executes a contract and closes the transaction is a separate legally unrelated matter.
3. The Agency will create a standard form agreement that includes basic real estate transaction terms (i.e. costs, due diligence period). This form simply establishes what the buyer needs to accept in order for the Agency to meet its statutory obligation of presenting a Contract. Once a buyer agrees to the standard terms and QC Price, the owner cannot terminate the extended use period. The parties would be free to negotiate different transaction terms prior to closing, subject to the approval of the Agency.

### **General**

1. In keeping with the clear purpose of IRS Code §42, the Agency will resolve every case of doubt or interpretation in determining the QC Price, both with regard to the overall process and for particular properties, in favor of a lower value.
2. Any time spent by the owner questioning or challenging the Agency's calculation of the QC Price will not count against the 1YP.
3. The Agency may add to or amend these Y15 Policies at any time. Such changes may include, but are not limited to the following: effect withdrawing a Request, number of times an owner may submit a Request for a particular property, treatment of owner investment, and characterization of cash distributions.

# Preliminary Application

Please complete the following and return it with the required documentation and a check for \$500 to the Louisiana Housing Finance Agency, 2415 Quail Drive, Baton Rouge, LA 70808.

## 1. Name and address of property

\_\_\_\_\_

Name

\_\_\_\_\_

Street

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

## 2. Information on partners in the ownership entity

\_\_\_\_\_

Name

\_\_\_\_\_

Address 1

\_\_\_\_\_

Address 2

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

\_\_\_\_\_

Phone Number

\_\_\_\_\_

Name

\_\_\_\_\_

Address 1

\_\_\_\_\_

Address 2

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

\_\_\_\_\_

Phone Number

Please list any additional partners on an attachment.



c) Is the property mixed income (contains unrestricted units)?

\_\_\_\_\_

d) Does the partnership agreement or other legal documentation grant any form of preference for purchasing the property? (For example, a right of first refusal granted to a nonprofit partner.)

\_\_\_\_\_

If yes please provide the relevant documentation and information on the individual or entity holding such right.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Phone Number

**4. Non-compliance**

a) Has the property been cited for any violations that have required an 8823 to be filed with the IRS that remain uncorrected?

\_\_\_\_\_

If yes, please state the nature and date of the violation(s) (include copies of 8823s).

Nature of Violation	Violation Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please list any additional information on an attachment.

**5. Affordability Restrictions**

a) Is the property subject to additional affordability restrictions (i.e. USDA Rural Development, HUD, state/local funding, etc)?

\_\_\_\_\_

If yes, please submit a copy of restrictions.

b) Does the property have project-based rental assistance?

\_\_\_\_\_

If yes, how many years beyond the compliance period must the property maintain affordability restrictions?

\_\_\_\_\_

I certify, to the best of my knowledge, that:

- the information in this application is complete and accurate,
- all purchase options will be waived, and
- the documentation described in paragraph 8 is available.

I understand, agree and accept all of the Agency's Y15 Policies, including that the 1YP does not start until the Agency determines that the owner has met all of the submission requirements.

**Owner:**

\_\_\_\_\_, a Louisiana limited partnership

By \_\_\_\_\_, its general partner

[Corporate Seal  
(if applicable)]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2007

ATTEST: (if applicable)  
\_\_\_\_\_  
Secretary

**Louisiana Housing Finance Agency  
Legal Committee Meeting Minutes  
Wednesday, April 18, 2007  
2415 Quail Drive  
Committee Room 2  
Baton Rouge, LA 70808  
10:15 A.M.**

**Commissioners Present**

Allison A. Jones, Chairman  
Lisa Woodruff-White  
Dr. Adell Brown, Jr.  
Mark Madderra

**Commissioners Absent**

**Legal Counsel Present**

Keith Cunningham  
Christine Bratkowski

**Staff Present**

Milton Bailey  
Melanie Brocato  
James Gilmore  
Nicole Johnson

**Others Present**

Kelly Longwell  
Wayne Woods  
Dana Pitts

Chairman Allison A. Jones called the meeting to order at 10:15 a.m. and asked for roll call. A quorum was established.

1. Call to order, roll call and introduction of guests
2. **Approval of the minutes.** A motion was made by Commissioner Allison Jones, and a second by Commissioner Mark Madderra to approve the minutes of the April 18, 2007 Legal Committee meeting. The minutes were approved.

3. **Katrina Cottages Cooperative Endeavor Agreement and FEMA AHPP Agreement.** The first item discussed was the negotiations of the Katrina Cottages Cooperative Endeavor Agreement with FEMA and AHPP. Negotiations are still pending mainly due to profit margins and budgetary items – anticipated delivery of the Agreement is for the May 9, 2007 Board meeting.
4. **DSS/OFS LHFA Memorandum of Understanding for Child Care.** The next issue was in regard to an MOU between the DSS/OFS and LHFA dealing with a child care social services block grant. Noting the child care infrastructure was destroyed by Hurricanes Katrina and Rita, the MOU came highly recommended by Commissioner Jones. A resolution was recommended for full Board adoption. The motion was offered by Commissioner Jones and seconded by Commissioner Brown. There being no further discussions or oppositions, the matter was unanimously passed.
3. **Memorandum of Understanding between LHFA and Louisiana Association of Community Action Partnerships.** This item deals with a MOU between the LHFA and the Louisiana Association of Community Action Partnerships that was viewed by the Legal Committee and suggested for the Board’s consideration. The MOU was accepted.
4. **Other Business**
5. **Adjournment** Motion to adjourn at 11:15 was made by Commissioner Allison Jones and a second by Dr. Adell Brown, Jr. Meeting adjourned.