



# **Board of Directors**

## **Agenda Item #13**

**Resolution approving recommended strategies for awarding  
CDBG funds under the 2017 Plaquemines Parish NOFA**

**September 13, 2017**

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**LOUISIANA HOUSING CORPORATION**

The following resolution was offered by Director \_\_\_\_\_ and approved by Director \_\_\_\_\_:

**RESOLUTION**

**A resolution approving Louisiana Housing Corporation (LHC or Corporation) staff’s recommended strategies for awarding Community Block Grant (CDBG) funds under the 2017 Plaquemines Parish Notice of Funding Availability (CDBG NOFA); and providing for other matters in connection therewith.**

**WHEREAS**, the Louisiana Housing Corporation (the “Corporation” or “LHC”), as authorized by the State of Louisiana, has been ordered and directed to act on behalf of the State of Louisiana (the "State") in allocating and administering programs and/or resources made available pursuant to the Section 42 of the Internal Revenue Code (the LIHTC Program) and is working jointly with the Office of Community Development to award funds under the Community Development Block Grant “CDBG” Program:

**WHEREAS**, the Corporation has a minimum of five million and five-hundred thousand dollars (\$5,500,000) in CDBG funds available to be used for the promotion of development of affordable housing in Plaquemines Parish through the 2017 Plaquemines Parish Notice of Funding Availability; and

**WHEREAS**, The Board of Directors of the Louisiana Housing Corporation (Board) desires to approve the recommendations of staff and to authorize and direct staff and counsel to implement the CDBG NOFA; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Louisiana Housing Corporation (the “Board”), acting as the governing authority of said Corporation, that:

**SECTION 1.** A resolution is hereby approved, contingent upon review, and acceptance of the Agency Counsel, that provides using five million five hundred thousand dollars (\$5,500,000.00) in CDBG funds to fund affordable housing projects located in Plaquemines Parish through the CDBG NOFA.

**SECTION 2.** The Corporation staff and legal counsel are authorized and directed to prepare the forms of such notices, documents, and/or agreements as may be necessary to implement the strategies described in this resolution and the NOFA.

**SECTION 3.** The Chairman, and Executive Director are hereby authorized, empowered, and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the LHC, the terms of which are to be consistent with the provisions of this resolution as approved by the LHC counsel.

This resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

And the resolution was declared adopted on this, 13<sup>th</sup> day of September 2017.

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Chairman

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Secretary

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (Board), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board on September 13, 2017, “A resolution approving Louisiana Housing Corporation (LHC or Corporation) staff’s recommended strategies for awarding Community Block Grant (CDBG) funds under the 2017 Plaquemines Parish Notice of Funding Availability (CDBG NOFA); and providing for other matters in connection therewith.”

**IN FAITH WHEREOF**, witness my official signature and the impress of the official seal of the Corporation on this, the 13<sup>th</sup> day of September 2017.

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Secretary

(SEAL)

**LOUISIANA HOUSING CORPORATION**

**2017 PLAQUEMINES PARISH NOTICE OF FUNDING AVAILABILITY**

**RELEASE DATE: SEPTEMBER 15, 2017**

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The Louisiana Housing Corporation (LHC or Corporation) hereby releases this Notice of Funding Availability (NOFA) for the Preliminary Commitment of **\$5,500,000** of Community Development Block Grant funds (CDBG Funds). This NOFA is designed to provide funding for the development or acquisition/rehabilitation of multifamily affordable housing developments located in Plaquemines Parish. Priority will be given to projects that are able to utilize CDBG funds with 4% Low Income Housing Tax Credits.

The NOFA will be posted to the LHC website no later than 4:30 P.M. C.S.T. on Friday, September 15, 2017. **Applications shall be received no later than 4:00 P.M. C.S.T. on December 15, 2017. Successful applicants will be awarded CDBG Funds no later than January 10, 2018.**

All CDBG Funds will be awarded in the form of a soft cash flow loan payable from Surplus Cash. CDBG Funds will accrue interest at a rate not exceeding the long-term applicable federal rate (AFR) and will be payable from not less than 50% of Surplus Cash so that at the end of the term of the hard first Mortgage Note the unpaid balance of such Note will not exceed 80% of the residual value of the project. Any deferred developer fees will be paid from the owner's share of Surplus Cash in conjunction with the repayment of the soft cash flow loan, preferably within the ten-year credit period for LIHTCs, but not later than initial fifteen-year compliance period for LIHTCs

**GOALS AND OBJECTIVES**

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The NOFA is designed to address a portion of the unmet affordable housing needs by providing Soft Funds to projects located in Plaquemines Parish. All developments funded through this NOFA must benefit low and moderate income persons. HUD defines "low income" residents as those families whose total household income, adjusted for family size, does not exceed 50% of the area median income. HUD defines "moderate income" residents as those families whose total household income, adjusted for family size, and does not exceed 80% of the area median income.

**FUNDING**

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**\$5,500,000** in CDBG funds will be made available through this NOFA.

The highest scoring projects will be awarded until the funds are exhausted.

An applicant receiving funds under this NOFA will be expected to maintain the fiscal, physical and managerial soundness of the affordable rental housing development receiving the CDBG Funds for the longer of the projects LIHTC compliance period or the maturity of any loan or guaranty financing provided

by the LHC. Applicants must assure compliance with all federal cross cutting and LHC regulatory and administrative requirements, including but not limited to:

- Implementing the project or program activity as proposed in the submitted application;
- Ensuring compliance with all reporting requirements;
- Managing fund disbursement and accounting;
- Preparing work specifications;
- Conducting inspections;
- Affirmatively marketing;
- Program administration;
- Program documentation;
- Applicant intake; and
- Ensuring that all CDBG and LIHTC requirements are met for the entire affordability period applicable to the project.

#### **ELIGIBLE USES**

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CDBG Funds awarded under this NOFA will only reimburse costs incurred to develop a project. No CDBG Funds will be advanced to reimburse a project cost unless the electronic Funds Requisition Form with back-up AIA certification, invoices and receipts is submitted and approved. No funds will be disbursed until all funding commitments and grant agreements are signed, and environmental conditions are satisfied.

The purchase of land is an eligible use of funds under this NOFA; however, in no case will the entire award to an activity under this NOFA be allowed for **only** the acquisition of land.

Construction/Rehabilitation costs must be included as a budgeted item and funds must be drawn on a pari passu basis with other permanent funding sources.

#### **INELIGIBLE USES**

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Only projects located in Plaquemines Parish are eligible to apply for funds under this NOFA.

## FINANCIAL SUSTAINABILITY

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Applicants unable or unwilling to provide the required information indicated below will not be funded under this NOFA.

### PERFORMANCE BOND

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Each funded application that receives an award of CDBG Funds will be required to post a performance bond during the period of construction sufficient to cover the CDBG Funds award or provide proof of minimum net financial resources as indicated below.

### MINIMUM NET FINANCIAL RESOURCES

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In lieu of a performance bond, demonstration of minimum net financial resources is an option for a person or entity alone or in combination with other persons or entities having net assets equal to the applied for CDBG Fund Loan **and** who has unrestricted liquid assets at least equal to 10% of the applied for CDBG Fund Loan. Applicants must provide proof through submittal of certified audited financials.

## MANDATORY ACTIVITIES & THRESHOLD REQUIREMENTS

### CROSS CUTTING FEDERAL REQUIREMENTS

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All applicants shall comply with the following:

1. Environmental clearance;
2. Uniform Residential Requirements as applicable;
3. Feasibility and viability; and
4. 2017 QAP Requirements
5. Lead Based Paint
6. Section 3

### THRESHOLD REQUIREMENTS

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1. Applicants must complete and submit the LHC LIHTC electronic application by no later than **December 15, 2017 at 4:00 CST**. Applicants must provide the required performance bond or provide proof of minimum financial requirements at start of construction.
2. Applicants must include a narrative describing the project. A project must be feasible and viable with an award of CDBG Funds.

3. Projects with multiple environmental issues will cause the award of CDBG Funds to be canceled.

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### **CAPITAL NEEDS ASSESSMENT – REHABILITATION PROJECTS ONLY**

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A capital needs assessment must be submitted for all rehabilitation projects.

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### **CHANGES TO PROJECT AFTER AWARD**

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Any changes to a project, including but not limited to unit count and configuration, after the notice of award under this NOFA must be approved in advance by the Corporation in writing. Changes made without the prior written approval of the Corporation will result in the cancelation of the project and the recapture of all awarded funds.

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### **STRICTLY ENFORCED DEADLINES**

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For awards under this NOFA, LHC will **strictly adhere** and impose deadlines for committing and expending funds based upon the activity proposed and other information provided in the application. Any funds not committed or expended within the timeframes included in the loan agreement documents will be recaptured by the Corporation. Projects must adhere to the following:

1. Awards for Soft Funds may be terminated at any time prior to the award expiration date due to the absence of program/project productivity. Funds advanced prior to the termination of a project (whether voluntary or involuntary) must be repaid to the LHC.
2. Applicants must adhere to the project schedule included in the application submission and satisfy placed in service requirements outlined in Section 42 of the Internal Revenue Code.

Developer Fee-Fifty percent (50%) of the reimbursable portion of the developer fee will be paid at project completion. The remaining fifty percent (50%) will be paid once all “CDBG” assisted units have been initially leased to eligible tenants.

**NOTE: IF ANY OF THE ABOVE REFERENCED TIMELINES/REQUIREMENTS ARE NOT MET IT WILL RESULT IN AN AUTOMATIC RESCISSION OF THE CONDITIONAL COMMITMENT.**

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### **COMPLETED PROJECTS**

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Projects are considered complete only after all units identified in a single project are at 100% construction and certificates of occupancy have been issued.

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### **REGULATORY AUTHORITY & REQUIREMENTS**

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All applications under this NOFA are governed by the 2017 Qualified Allocation Plan, Section 42 of the Internal Revenue Code and 24 CFR Part 570. Modification of federal statutes or regulations governing the CDBG Program by Congress, the Department of Housing and Urban Development (HUD), the state legislature, or LHC may become effective immediately and apply to the activities funded under this NOFA.

This NOFA does not include the text of all applicable regulations that may be important to a particular project. For proper completion of the application, LHC strongly encourages potential applicants to consult the federal CDBG Program regulations, and other federal cross-cutting regulations. Applicants should also consult the State’s Uniform Construction Code.

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#### **SITE DEVELOPMENT REQUIREMENTS**

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Construction that is financed by CDBG Funds must meet all applicable State and local building codes along with appropriate zoning ordinances in effect at the time of project completion.

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#### **HOUSING CHOICE OPPORTUNITIES**

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Projects awarded CDBG Funds must comply with Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Section 504, Executive Order 11063 and HUD regulations issued pursuant thereto so as to promote greater choice of housing opportunities.

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#### **UNIFORM RELOCATION AND REAL PROPERTY ACQUISITION ACT**

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If CDBG Funds are proposed to pay for acquisition costs and activities, the Applicant follows the procedures of the Uniform Relocation and Real Property Acquisition Act to acquire the project site. The procedures must be followed prior to the site acquisition. CDBG Funds cannot be used to pay or reimburse an applicant for site acquisition activities that do not comply with the requirements of the Uniform Act.

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#### **DAVIS BACON PREVAILING WAGE RATE COMPLIANCE**

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If CDBG Funds are awarded for rehabilitation, renovation or new construction of eight or more housing units; the project budget costs must be based on the prevailing wage residential rates.

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#### **UNIFORM PHYSICAL PROPERTY CONDITION STANDARD**

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Housing that is constructed or rehabilitated with CDBG Funds must meet all applicable local codes, rehabilitation standards, zoning and related ordinances at the time of project completion. If there are no such standards or code requirements, the housing must meet the Uniform Physical Property Condition Standard for the entire affordability period.

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#### **ACCESSIBILITY REQUIREMENTS**

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All funded projects must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of Rehabilitation Act of 1973 (29 U.S.C. 794) and covers multifamily dwellings, as defined at 24 CFR 100.201, and must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619). These requirements must be met for the entire affordability period.

## INSURANCE REQUIREMENTS

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The Funded Applicants shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Funded Applicant, its agents, representatives, employees or subcontractors.

### 1. Minimum Scope and Limits of Insurance

- A. Workers Compensation. Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Funded Applicant's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- B. Commercial General Liability. Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- C. Automobile Liability. Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- D. Errors and Omissions. Errors and Omissions insurance, which covers the professional errors, acts, or omissions of the Funded Applicant, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.
- E. Cyber Liability. Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000.

- 2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and accepted by the Corporation. The Funded Applicant shall be responsible for all deductibles and self-insured retentions.

3. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverages

- i. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Funded Applicant. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.
- ii. The Funded Applicant's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Funded Applicant's insurance.

B. Workers Compensation and Employers Liability Coverage. To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Funded Applicant for the Corporation.

C. Cyber Liability. Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

4. All Coverages

- A. All policies must be endorsed to require a thirty (30) day written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Funded Applicant's policy. In addition, Funded Applicant is required

to notify Corporation of policy cancellations or reductions in limits.

- B. The acceptance of the completed work, payment, failure of the Corporation to require proof of compliance, or Corporation's acceptance of a non-compliant certificate of insurance shall not release the Funded Applicant from the obligations of the insurance requirements or indemnification agreement.
- C. The insurance companies issuing the policies shall have no recourse against the Corporation for payment of premiums or for assessments under any form of the policies.
- D. Any failure of the Funded Applicant to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.

5. Acceptability of Insurers

- A. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.
- B. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Funded Applicant shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

6. Verification of Coverage

- A. Funded Applicants shall furnish the Corporation with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.
- B. The Certificate Holder shall be listed as follows:
  - State of Louisiana, Louisiana Housing Corporation,  
Its Officers, Agents, Employees and Volunteers  
2415 Quail Drive, Baton Rouge, LA 70808
- C. In addition to the Certificates, Funded Applicant shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.
- D. Upon failure of the Funded Applicant to furnish, deliver and maintain required insurance, this Contract, at the election of the Corporation, may be suspended, discontinued or

terminated. Failure of the Funded Applicant to purchase and/or maintain any required insurance shall not relieve the Funded Applicant from any liability or indemnification under the Contract.

7. Subcontractors. Funded Applicant shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractor's Certificates at any time.
8. Workers Compensation Indemnity. In the event Funded Applicant is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Funded Applicant, its owners, agents and employees will have no cause of action against, and will not assert a claim against neither the State of Louisiana or the Louisiana Housing Corporation or its agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana and the Louisiana Housing Corporation and its agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Funded Applicant, its owners, agents and employees. The parties further agree that Funded Applicant is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Funded Applicant hereby agrees to protect, defend, indemnify and hold the State of Louisiana and the Louisiana Housing Corporation and its agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

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#### **NONDISCRIMINATION REQUIREMENTS**

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The Contractor 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disabilities.

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## APPLICATION SUBMISSION

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This NOFA does not commit the LHC to award any contract nor to pay any costs incurred in the preparation or delivery of applications. Furthermore, the LHC reserves the right to accept or reject, in whole or in part, any and all applications submitted, and/or to cancel this NOFA. The LHC also reserves the right to ask for additional information or conduct interviews from/with any applicant and/or all applicants as may be necessary or appropriate for purposes of clarification. LHC reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA. Any such revisions will be formalized by the issuance of an amendment to this NOFA.

### **APPLICATION FEE [Due at Application Deadline]**

1 to 4 units	\$100.00
5 to 32 units	\$1,000.00
33 to 60 units	\$1,500.00
61 to 100 units	\$2,500.00
Over 100 units	\$5,000.00

### **ANALYSIS FEE [Due at Application Deadline]**

1 to 4 units	\$100.00
5 to 32 units	\$1,000.00
33 to 60 units	\$1,500.00
61 to 100 units	\$2,500.00
Over 100 units	\$5,000.00

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## INELIGIBLE APPLICATIONS

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Applications will be deemed ineligible if any of the following conditions exist as of December 15, 2017:

1. Any person and or entity on the federal debarred list or an organization representing such person or entity is on the list.
2. Any person and or entity that received notice that they are currently out of compliance with LHC regarding annual audits or who are in arrears with other LHC financed projects.
3. Any person or entity that currently has a LHC or Louisiana Office of Community Development financed project with compliance issues that are unresolved for greater than 90 days.

## REQUIREMENTS AND ORDER OF SUBMISSION

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- 1) Submit a completed LIHTC Application and all support documentation required by the 2017 QAP.
- 2) Applicable fees stated above.

### DEADLINE TO SUBMIT

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Applications and applicable fees must be received by the LHC, in their entirety, by no later **than December 15, 2017 at 4:00 P.M. C.S.T.**

Application and Analysis Fees must be addressed as follows:

**Louisiana Housing Corporation**

**Housing Production**

**2415 Quail Drive**

**Baton Rouge, Louisiana 70808**

**Re: 2016 Distressed Projects Initiative**

**Must include: Applicant/Company Name & Return Address**

### METHODS OF SUBMISSION

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Applicants assume the risk of the delivery method chosen, including delivery via private courier or the U.S. mail. Be advised that fees arriving after the **December 15, 2017, 4:00 P.M. C.S.T** application deadline, whether via personal delivery, U.S. mail, Federal Express, UPS, or other comparable method of delivery, will not be accepted for any reason. Applications must be submitted using the 2017 Underwriting Application using the instructions provided on the LHC website.

### IMPORTANT DATES AND DEADLINES

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<b>NOFA and application published and posted to LHC website</b>	September 15, 2017, 4:30 P.M. C.S.T.
<b>Deadline to submit written inquiries to LHC</b>	October 2, 2017 4:30 P.M. C.S.T.
<b>Posting of FAQ in response to written inquires</b>	October 6, 2017 4:30 P.M. C.S.T.
<b>Application Deadline</b>	December 15, 2017 4:00 P.M. C.S.T.
<b>Award of Applications</b>	January 10, 2018

NOTE: LHC reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an amendment to the NOFA.

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## QUESTIONS AND COMMUNICATION

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LHC will consider written inquiries from applicants regarding this NOFA. Inquiries will only be considered if they are **submitted in writing to [qapcomments@lhc.la.gov](mailto:qapcomments@lhc.la.gov) by the deadline for the submission of written inquiries** set forth above. Inquiries shall clearly reference the section of the NOFA for which the applicant is inquiring or seeking clarification. Any and all written inquiries from applicants submitted in writing to [qapcomments@lhc.la.gov](mailto:qapcomments@lhc.la.gov) will be deemed to require an official response.

In addition to written responses to individual inquiries, an official response to each inquiry, along with the actual inquiry, will be posted by 4:30 P.M. C.S.T. on October 6, 2017 in the form of a Frequently Asked Questions Addendum (FAQ) at <http://www.lhc.la.gov>.

It is the sole responsibility of the applicant to inquire into and clarify any item of the NOFA that is not understood. The Corporation also reserves the right to decline to respond to any inquiry that will cause an undue burden or expense for LHC.

**It is the strict policy of the LHC that prospective respondents to this NOFA refrain from initiating any contact or communication, direct or indirect, with LHC staff or members of the Louisiana Housing Corporation's Board of Directors with regard to the competitive selection of applicants. Any violation of this policy will be considered as a basis for disqualification from consideration.**

The LHC will produce public records in accordance with LA R.S. Title 44.

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## DEFINITIONS

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Terms not specifically defined herein have the meaning given to them in LHC's 2017 Qualified Allocation Plan (QAP) available on LHC's website at:

<http://www.lhc.la.gov/page/archives>

**Applicant** – A taxpayer or developer submitting an application to this NOFA.

**Completed Projects** - Projects are considered complete only after all units are a 100% construction complete and certificates of occupancy have been issued.

**Construction Completion** - All necessary title transfer requirements and construction work have been performed and the final drawdown of CDBG Funds has been disbursed for the project.

**Corporation** – The Louisiana Housing Corporation (LHC)

**LHC** – Louisiana Housing Corporation (LHC)

**Entity/ Organization** – A legal body (non-profit; for-profit, local units of government) that will have legal ownership of the project and property before and after project completion. A developer may contract with an entity or be a part of a development team.

**Project** – A site or sites together with any building or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with CDBG Funds as a single undertaking located within a 5-mile radius of each other within a single governmental entity.

**Responsible Entity** – Anybody of general government that has jurisdiction over the area in which a project is located, and exercises authority over land use issues in that jurisdiction (24 CFR § 58.2) which may include participating jurisdictions, state recipients, or insular areas responsible for conducting environmental reviews.

**Rural Parish** – A Parish which is entirely defined by USDA as rural.

**Sponsor** – Person(s) with respect to the project concerned, having site control (evidenced by a deed, a sales contract, or an option contract to acquire the property), a preliminary financial commitment, and a capable development team.

**Substandard Housing** - Any housing unit which does not satisfy the Habitability Standards and requires Substantial Rehabilitation.

**Written Agreement** – The document entered into between the LHC and the applicant for the CDBG assisted units that includes, but is not limited to, the terms of funding.

## SCORING

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In addition to points selected in the 2017 Underwriting Application, applicants may select the following additional points. The highest scoring feasible and viable project will be awarded. Please include support documentation for each selection with your application submission.

### I. PROJECTS LOCATED IN DIFFICULT TO DEVELOP AREAS (MAXIMUM 5 POINTS)

5 Points

Projects located within areas in which affordable housing has been difficult to develop, specifically post-Hurricane Katrina, will receive additional points. Such areas are defined as those external to the Greater New Orleans Hurricane and Storm Damage Risk Reduction System (HSDRRS). Note, no project will be eligible for award located within in a 'V zone,' as designed by FEMA's best available Flood Rate Insurance Map (FIRM) governing the National Flood Insurance Program (NFIP).

**II. ABILITY TO LEVERAGE CDBG FUNDS WITH OTHER FUNDING (MAXIMUM 15 POINTS)**

Projects with material support from stakeholders (governmental and non-governmental) such as housing authorities, philanthropic organizations, private companies or individuals may request points in this category. Each documented source of material support must be evidenced by a letter from the donating entity stating type and value of the contribution. Loans are not eligible for points.

\$50,000 per unit and above      15 Points

\$25,000 to \$49,999 per unit      10 Points

\$5,000 to \$24,999 per unit      5 Points

**III. CDBG FUNDING RELATIVE TO TOTAL DEVELOPMENT COSTS (MAXIMUM 15 POINTS)**

CDBG funding accounts for the following percentage of the project’s total sources:

15% or less                      15 Points

16% - 25%                      10 Points

26% - 40%                      5 Points

**IV. RENTAL ASSISTANCE (MAXIMUM 10 POINTS)**

10 Points

Project has a commitment of vouchers or project based rental assistance greater than 20% of the project’s total units.

**V. ABILITY TO PROCEED (MAXIMUM 15 POINTS)**

15 Points

A new construction project that is able to complete construction within 18 months of receiving environmental clearance or an acquisition rehabilitation able to complete construction within 12 months of receiving environmental clearance. The project schedule must reflect the project’s ability to proceed.

**Additional REQUIRED ATTACHMENTS**

The information below is also required of all funding requests.

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**STATEMENT OF ASSURANCES**

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Attach a signed copy of the following Statement of Assurances.

## STATEMENT OF ASSURANCES

This Applicant/GRANTEE/Sub-recipient hereby assures and certifies that:

1. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) Funds and to execute the proposed CDBG program.
2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/GRANTEE/Sub-recipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Applicant/GRANTEE/Sub-recipient approved by the State:
  - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (**42 U.S.C.A. §4331, et seq.**) insofar as the provisions of such Act apply to the proposed CDBG;
  - b. Is authorized and consents, on behalf of the Applicant/GRANTEE/Sub-recipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/GRANTEE/Sub-recipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/GRANTEE/Sub-recipient to comply with the

“American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped,” Number A-117.1-R 1971 and any other accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/GRANTEE/Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

- a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/GRANTEE/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/GRANTEE/Subrecipient, this assurance shall obligate the Applicant/GRANTEE/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
- b. Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (**42 U.S.C.A. §3601, et seq.**), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

- f. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. The work to be performed by Grantee is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Grantee agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. Grantee also certifies that they are under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which the Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every subrecipient agreement and contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of such contract or in this section 3 clause, upon a finding that the subrecipient or contractor is in violation of the regulations in 24 CFR part 135. Grantee will not contract with any subrecipient or contractor where the Grantee has notice or knowledge that the subrecipient or contractor has been found in violation of the regulations in 24 CFR part 135.

The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds.

In addition, it will:

- a. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
- b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
- c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
- d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b)

governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Sub-recipient's ownership, lease or supervision utilized in the accomplishment of the CDBG program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
  - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
  - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.

22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
25. In relation to labor standards, it will comply with:
  - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
  - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
  - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.
27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.

29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
  - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
  - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:
  - A. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
  - B. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

By: \_\_\_\_\_

Title: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.