

Internal Audit Report #2018-003

Community Development HOME Funds / Contract # 55-11608

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DIRECTOR OF INTERNAL AUDIT | JEFFERSON PARISH

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On December 10, 2008, Jefferson Parish (JP) entered into a Cooperative Endeavor Agreement via Resolution No. 111390 (Attachment A) with the State of Louisiana, Office of Community Development, and the Road Home Corporation doing business as the Louisiana Land Trust (LLT). Seven parcels of land were transferred from the LLT to JP. On November 3, 2010, via Resolution No. 115631 (Attachment B), JP accepted a proposal from Peoples Community Subsidiary, Inc. (Peoples)* for the development and disposition of single-family homes on the seven parcels of land (known as LAR7 or the “Project”). Contract #55-11608 was formed as a result (the “Contract”).

The Contract was initially for \$581,777 of HOME CHDO set-aside funding over a period beginning January 28, 2011, and ending on January 28, 2012. Seven three-bedroom, two-bathroom, one-story single-family homes were to be built on the land transferred from the LLT to JP then later transferred from JP to Peoples. The cost to build each home was estimated at \$130,000 totaling \$910,000 for all seven homes. Soft costs, such as architectural, engineering, financing, and legal fees approximated \$111,275 with a Contingency Allowance of \$50,502 for a total estimated cost of \$1,071,777. (See Attachment C). Along with the \$581,777 of HOME CHDO funding, Peoples secured a Construction Line of Credit for \$350,000 but not to exceed \$400,000 from First NBC Bank (FNBC), and funding of \$140,000 from Louisiana Housing Finance Agency, now Louisiana Housing Corporation (LHC) for use in the development project.

Construction Costs (Hard Costs)	\$ 910,000
Soft Costs	\$ 111,275
Contingency Allowance	\$ 50,502
Total Estimated Costs	\$1,071,777

HOME CHDO funding	\$ 581,777
FNBC Line of Credit	\$ 350,000
LHC funding	\$ 140,000
Total Funding Sources	\$1,071,777

Amendments were made to both extend the contract dates and increase HOME CHDO funding with the final contract extension date being December 31, 2015, and the final approved funding was \$615,561. See the table on page 2 of this report for a summary of amendments.

**Peoples attained status as a Community Housing Development Organization (CHDO) by the Jefferson Parish Council on June 14, 2000, via Resolution No. 91815. According to the Code of Federal Regulations, 24 CFR 92.2, a CHDO is an entity that “has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons” and “has a demonstrated capacity for carrying out activities assisted with HOME funds.” (See Attachment K for the full definition of a CHDO.)*

**KEY PROJECT DATES AND SUMMARY OF AMENDMENTS TO CONTRACT BETWEEN
JEFFERSON PARISH AND PEOPLES COMMUNITY SUBSIDIARY, INC.**

Attachment Reference	Resolution No. Date	Purpose	Funded Amount	Contract Dates
A	111390 12/10/2008	CEA between JP and LLT to transfer 7 properties to JP.	n/a	n/a
B	115631 11/03/2010	JP accepted a proposal from Peoples for the development and future disposition of the 7 parcels of land.	\$581,777	01/28/2011 to 01/28/2012
D	115809 12/08/2010	Technical revision: add an environmental review to contract.	n/a	n/a
E	117791 10/26/2011	Amend 1: Extend contract.	n/a	Expiration 12/31/2012
F	120054 12/12/2012	Amend 2: Extend contract.	n/a	Expiration 12/31/2013
G	120584 03/13/2013	Amend 3: Conflict of Interest Exception to all People's employees to submit an application to assist in the purchase of 1 of 7 properties.	n/a	n/a
H	121175 06/26/2013	Amend 4: Increase funding for interest, insurance, security, and lawn maintenance in order to sell the properties.	Add: \$22,333 Total = \$604,110	n/a
I	122105 12/11/2013	Amend 5: Increase funding for interest, insurance, security, and lawn maintenance in order to sell the properties; extend contract.	Add: \$11,451 Total = \$615,561	Expiration 12/31/2014
J	124103 12/10/2014	Amend 6: Extend contract. **Or until all properties are sold, whichever occurs first.	n/a	Expiration** 12/31/2015

Jefferson Parish advanced \$598,218 to Peoples during the course of the Project. (See Attachment L for details.) According to the Contract, Peoples was to sell each home by the contract end date (12/31/2015) and repay HOME funds to JP. Per 24 CFR 92.252, in the event that a home could not be sold within 18 months following completion then Peoples must rent the home to a qualified low-income individual and remit any rents (Program Income) to JP.

§ 92.252 Qualification as affordable housing: Rental housing.

The HOME-assisted units in a rental housing project must be occupied by households that are eligible as low-income families and must meet the requirements of this section to qualify as affordable housing. If the housing is not occupied by eligible tenants within six months following the date of project completion, HUD will require the participating jurisdiction to submit marketing information and, if appropriate, submit a marketing plan. HUD will require the participating jurisdiction to repay HOME funds invested in any housing unit that has not been rented to eligible tenants 18 months after the date of project completion. The affordability requirements also apply to the HOME assisted non-owner-occupied units in single-family housing purchased with HOME funds in accordance with § 92.254. The tenant must have a written lease that complies with § 92.253.

According to Certificates of Completion obtained from the Jefferson Parish Inspection and Code Enforcement records, all homes were completed by June 2012. (Attachment M) The seven properties were located at the following addresses in Jefferson Parish, Marrero, Louisiana, and were either sold or rented. (See photos at Attachment N.)

Property Address	Completion Date	Property Ownership / Status	Sale Date / Price, If applicable
2052 Betty Blvd.	Jun 29, 2012	Peoples / Rented	-
6401 Rue Louis Philippe	Apr 23, 2012	Peoples / Rented	-
6425 Rue Louis Philippe	Apr 23, 2012	Private Owner / Sold	Jul 18, 2014 / \$128,000
6437 Rue Louis Philippe	Apr 23, 2012	Peoples / Rented	-
6501 Rue Louis Philippe	Apr 26, 2012	Peoples / Rented	-
6581 Rue Louis Philippe	Apr 26, 2012	Peoples / Unknown	-
1744 Watling Dr.	Jun 12, 2012	Private Owner / Sold	Oct 30, 2013 / \$128,000

The rental history is unknown at this time; however, we can infer initial occupancy from customer history obtained from the Jefferson Parish Department of Water. Water service was deactivated by the construction company on February 5, 2013. Occupancy is thought to have started shortly thereafter. As of the timing of this report, there was active water service in private individual's names at all homes, except 6581 Rue Louis Philippe whose water service was in the name of Peoples.

On January 31, 2017, FNBC declared Peoples to be in default of the construction Line of Credit used in this Project. The Line of Credit was secured by the five rented properties listed above, along with other properties not part of the LAR7 Project. The five properties were subject to be seized and sold as part of the default declaration. (See Attachment O.) A Notice of Seizure was recorded with the Jefferson Parish Sheriff's Office on February 23, 2017. (See Attachment P.)

On April 28, 2017, FNBC was acquired with government assistance and was subsequently operated as part of Whitney Bank. The rights to the Line of Credit amount owed from Peoples to FNBC were assigned to and payable to Girod LoanCo, LLC (Girod). According to the Allonge (Extension) to the Promissory Note, the LOC amount owed was \$831,000, which was used not only the LAR 7 properties but other properties as well. (See Attachment Q.)

An on-site monitoring report dated June 9, 2017, was issued by the Jefferson Parish Department of Community Development. (See Attachment R.) The monitoring visit was conducted on April 20, 2017, on Peoples regarding the development and disposition of the seven homes. The visit resulted in five findings as follows:

1	Peoples failed to maintain its designation as a CHDO as defined by 24 CFR 92.2.
2	Peoples did not demonstrate that the Development continues to meet the national objective pursuant to 24 CFR 92.1 or recertify its tenants' income as required under HOME pursuant to 24 CFR 92.252.
3	Peoples did not demonstrate financial accountability standards that conform to 24 CFR 84.21, "Standards of Financial Management Systems" or 2 CFR 200.302.
4	Peoples did not provide record keeping policies and procedures as required by 24 CFR 92.508.
5	Peoples did not adhere to all provisions outlined in the Contractual Agreement with Jefferson Parish as required by 24 CFR 92.504.

As a result of the monitoring visit, the Department of Community Development referred the matter to both the Jefferson Parish Attorney's Office and the Department of Internal Audit specifically in regards to possible Program Income that is due to JP. Program Income as defined by the Contract means any gross income received by the CHDO directly generated from the use of HOME funds, such as proceeds from the sale of property or rent income realized from occupants. Since there were various funding sources for the development project, JP would be entitled to a pro-rata share of any program income or approximately 55.68%. To date, JP has not received any Program Income from Peoples from the sale or rental of the properties.

Funding Source	Amount	Increase	Revised	Pro-rata %
HOME CHDO funding	\$ 581,777	\$ 33,784	\$ 615,561	55.68%
FNBC Line of Credit	\$ 350,000	-	\$ 350,000	31.66%
LHC funding	\$ 140,000	-	\$ 140,000	12.66%
Total Funding Sources	\$1,071,777	\$ 33,784	\$1,105,561	100.00%

Further, the JP Department of Community Development resolved to not provide additional funding to Peoples until a thorough review has been completed. Peoples had 30 days to respond to the monitoring visit and did not. A response has not been received to date. Internal Audit noted that the last payment date to Peoples was August 2, 2016.

Since FNBC filed for foreclosure on Peoples then was subsequently operated as part of Whitney Bank, and the Line of Credit rights were assigned to Girod, there is question as to JP's rights to a pro-rata share of the proceeds from the sale of the two homes and a pro-rata share of the income generated over time from the rental of the other five homes. Also, the chief executive of the organization has been non-responsive to communications initiated by JP's Department of Community Development. For these reasons, Internal Audit is turning this matter over to the Jefferson Parish Attorney's Office for continued investigation and determination of rights to Program Income, and amount of Program Income due to Jefferson Parish.

****END****

ATTACHMENT 1

AUDITOR INDEPENDENCE STATEMENT

According to Ordinance No. 25549 (April 4, 2018), Sec.2-162.2(a) and (d), the Director of Internal Audit “shall engage in audit activities and complete audits in an independent manner, free of any organizational or personal impairment. The Director shall attest in writing that all audit activity was concluded with independence, free from organizational or personal impairment.”

Sec. 2-162.2- Independence and Objectivity; Professional Standards.

(a) The Department function must be independent to retain objectivity, and the Department's independence allows the Director to make assessments impartially and without bias while avoiding conflicts of interest. In furtherance of the operation of an independent and objective Department, the Department shall use the following standards in the completion of all audits and in the conduct of all activity:

- (1) The Standards and Code of Ethics produced by the Institute of Internal Auditors and published in the *Professional Practices Framework*;
- (2) The Standards and Principles produced by the Government Accountability Office and published in the *Government Auditing Standards*; and
- (3) the professional and ethical standards issued by the American Institute of Certified Public Accountants.

(d) The Director shall engage in audit activities and complete audits in an independent manner, free of any organizational or personal impairment. The Director shall attest in writing that all audit activity was concluded with independence, free from organizational or personal impairment. Any impairment to independence, organizational or personal, shall be reported in writing to the Council and copied to the Parish President and the Inspector General within seven (7) days of discovering the impairment, organizational or personal.

The following is the required attestation meant to comply with both professional standards and Jefferson Parish Ordinance No. 25549.

ATTESTATION:

Internal Audit Report #2018-003 was conducted with independence and free from organizational or personal impairment.



Digitally signed by Tara
Hazelbaker
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email=thazelbaker@jeffparish.net,
c=US
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ATTACHMENT A

CEA BETWEEN JP AND LLT TO TRANSFER 7 PARCELS OF LAND

On joint motion of all Councilmembers present the following resolution was offered:

RESOLUTION NO. 111390

A resolution authorizing Jefferson Parish to enter into a Cooperative Endeavor Agreement with the State of Louisiana through the Division of Administration, Office of Community Development, and the Road Home Corporation, doing business as the Louisiana Land Trust, regarding the transfer of properties managed and owned by the Louisiana Land Trust located within Jefferson Parish and to provide for related matters. (Parishwide)

WHEREAS, The Louisiana Land Trust ("LLT") is a non-profit organization formed to manage the properties that have been purchased by the State of Louisiana under the Road Home Program as part of the on-going recovery effort from the damage caused by Hurricanes Katrina and Rita; and

WHEREAS, the United States Congress has appropriated funds for said recovery efforts through the U.S. Department of Housing and Urban Development's Community Development Block Grant Program ("CDBG") and the State of Louisiana through the Division of Administration, Office of Community Development ("OCD") administers the CDBG grant programs for the State of Louisiana; and

WHEREAS, pursuant to the authority contained in Article 7, Section 14 (C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the Parish, may enter into cooperative endeavors with each other, or with any public or private corporation or individual. The Parish may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of public purposes; and

WHEREAS, the attached cooperative endeavor agreement sets out the responsibilities of each party as it relates to the transfer of said properties to Jefferson Parish, to meeting all CDBG requirements and following the Parish's Disposition Plan as detailed and approved per Resolutions 109264 and 110962.

NOW THEREFORE BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. Jefferson Parish is authorized to enter into a Cooperative Endeavor Agreement with the State of Louisiana through the Division of Administration, Office of Community Development and the Road Home Corporation, doing business as the Louisiana Land Trust regarding the transfer of properties managed and owned by the Louisiana Land Trust located within Jefferson Parish.

SECTION 2. That the Council Chairman, or in his absence the Vice-Chairman, is authorized to sign any and all documents required to carry out the provisions of this resolution.

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

YEAS: 6 NAYS: None ABSENT: (1) Maestri

The resolution was declared to be adopted on this the 10th day of December, 2008.

ATTACHMENT B

RESOLUTION AND CONTRACT WITH PEOPLES TO DEVELOP 7 HOUSES

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 115631

A resolution authorizing an agreement with People's Community Subsidiary, Inc. to redevelop seven (7) of the properties transferred to Jefferson Parish by the Louisiana Land Trust utilizing HOME CHDO set-aside funding of \$581,777.00 as follows: FY'08 funding of \$211,684.00 and FY'09 funding of \$370,093.00. (Council District 3).

WHEREAS, The Council on December 10, 2008 adopted Resolution No. 111390 allowing the Parish to enter into a Cooperative Endeavor Agreement with the State of Louisiana through the Division of Administration, Office of Community Development and the Road Home Corporation, doing business as the Louisiana Land Trust whereby properties owned by the Louisiana Land Trust in Jefferson Parish would be transferred to Jefferson Parish for redevelopment; and

WHEREAS, People's Community Subsidiary, Inc. has presented a proposal to utilize \$581,777.00 of HOME CHDO set-aside funding to redevelop seven (7) of said properties which will then be sold to qualified buyers; and

WHEREAS, People's Community Subsidiary, Inc. was designated a Community Housing Development Organization (CHDO) by the Jefferson Parish Council on June 14, 2000 (Resolution 91815); and

WHEREAS, the proposal will leverage the Parish HOME Funding with funding from the Louisiana Housing Finance Agency and Hancock Bank; and

WHEREAS, the proposal will require the Parish to transfer title to the seven (7) properties to People's Community Subsidiary, Inc.; and

WHEREAS, the Community Development Department has reviewed the proposal and recommends the approval of the attached contract; and

WHEREAS, funding associated with this contract is to be charged to Community Development Programs Account Number: 21340-1185-139-XXXX-13365-XXX having a balance of \$211,684.00 and Account Number: 21340-1185-139-XXXX-13375-XXX having a balance of \$370,093.00.

NOW, THEREFORE, BE IT RESOLVED BY THE Jefferson Parish Council of Jefferson Parish, Louisiana acting as governing authority of said Parish:

SECTION 1. That the terms of a one year contractual agreement with People's Community Subsidiary, Inc. for the redevelopment of seven (7) of the properties transferred to the Parish under the Cooperative Endeavor Agreement with Louisiana Land Trust is hereby authorized as attached.

SECTION 2. That project costs of \$581,777.00 associated with this contract are to be charged to Community Development Programs Account No. 21340-1185-139-XXXX-13365-XXX having a balance of \$211,684.00 and Account No. 21340-1185-139-XXXX-13375-XXX having a balance of \$370,093.00.

SECTION 3. That the transfer of title to People's Community Subsidiary, Inc. of the seven (7) properties sited in the attached agreement is hereby authorized.

SECTION 4. That the Council Chairman or in his absence, the Vice Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 3rd day of November, 2010.

CONTRACTUAL AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)
THE PARISH OF JEFFERSON
DEPARTMENT OF COMMUNITY DEVELOPMENT PROGRAMS
AND
PEOPLE'S COMMUNITY SUBSIDIARY, INC.

STATE OF LOUISIANA
PARISH OF JEFFERSON

This Agreement made and entered into on this 28th day of January, ²⁰¹¹~~2010~~; by and between the PARISH of Jefferson, State of Louisiana, acting through that authority granted by the Jefferson Parish Council, and duly authorized to act pursuant to provisions of Resolution No. 115809, adopted the 8th day of December, 2010, hereinafter called the PARISH, represented by Thomas J. Capella, Chairman; and People's Community Subsidiary, Inc. hereinafter called the CHDO, represented by Leatrice Hollis, Executive Director.

SECTION 1- GENERAL

The PARISH, a home rule entity pursuant to the 1954 Constitution of Louisiana as amended in 1974, has been designated as a "Participating Jurisdiction" by the United States Department of Housing and Urban Development (HUD) under the provisions of the Cranston-Gonzalez National Affordable Housing Act, as amended (hereinafter referred to as the "Act"), and the PARISH has received an entitlement of funds as a result of said Act.

The CHDO is a not-for-profit corporation, deriving authority to operate in Louisiana pursuant to the provisions of R. S. 1950, Title 12, Chapter 2, and has been designated as a Community Housing Development Organization (CHDO) by Jefferson Parish Resolution No. 91815 adopted on June 14, 2000 and qualified to receive funds under provisions of the Act.

The CHDO wishes to participate in the Parish's HOME Investment Partnership Program under the aforesaid Act, the PARISH has the right and authority to allocate a portion of its funds to the CHDO; and the PARISH has the desire to provide CHDO project funding to facilitate the services to be provided by the CHDO as described in this agreement.

The PARISH hereby contracts with the CHDO to perform necessary services as stated below in SECTION 2 of this agreement. All activities shall be accomplished in accordance with the certifications Jefferson Parish has given the Department of Housing and Urban Development in its application for HOME Investment Partnership Program funds used for this specific Contractual Agreement as highlighted in Section 23 contained herein and the regulations related thereto.

SECTION 2- SERVICES TO BE ACCOMPLISHED BY THE CHDO

Use HOME funds from the PARISH to develop seven (7) affordable housing units on the following sites:

Lot 26, Sq. G, Lincolnshire Subd.-Municipal Address 2052 Betty Blvd., Marrero, LA
Lot 14, Sq. A, Lincolnshire Subd.-Municipal Address 6401 Rue Louis Philippe, Marrero, LA
Lot 8, Sq. A, Lincolnshire Subd.-Municipal Address 6425 Rue Louis Philippe, Marrero, LA
Lot 5, Sq. A, Lincolnshire Subd.-Municipal Address 6437 Rue Louis Philippe, Marrero, LA
Lot 1, Sq. F, Lincolnshire Subd.-Municipal Address 6501 Rue Louis Philippe, Marrero, LA
Lot 21, Sq. F, Lincolnshire Subd.-Municipal Address 6581 Rue Louis Philippe, Marrero, LA
Lot 19, Sq. 8, Westminster Park, Ext. 6- Municipal Address 1744 Watling Dr., Marrero, LA

1. Execute the agreements, as presented, with the following Participating Parties:
Louisiana Housing Finance Agency; 2415 Quail Drive, Baton Rouge, LA 70808 and
Hancock Bank; 1411 Gause Blvd., Suite 101, Slidell, LA 70458; both of which have agreed to provide financial and/or other resources necessary to carry out the project. Any changes to the financial make-up or Parties to this development must be immediately disclosed in writing to, and approved by, the Parish through the Department of Community Development Programs.

2. Accept title to the properties sited in Item 1 above in accordance with the provisions of the Uniform Act and consistent with all land use policies, regulations and codes in effect in Jefferson Parish. For example, each site must meet all zoning area regulations (lot size and yard setbacks) and parking regulations and qualify for all applicable permits.
3. Utilize said properties to provide affordable housing to low income residents of Jefferson Parish through the construction of new homes and/or the rehabilitation or conversion of acquired properties to be sold to qualified first-time homebuyers in accordance with the Jefferson Parish HOME Investment Partnership Program First-Time Homebuyers Program.
4. Submit for PARISH approval a detailed description, including cost estimates, of each site to be developed under this agreement.
5. For each approved project to develop plans and specifications to be used in new construction and/or conduct inspections on each property to be rehabilitated in order to determine the estimated cost(s) of said activity.
6. Submit plans and specifications to be used in new construction; or line item work write-ups for rehabilitation, which meet the requirements of Community Development Programs Housing Rehabilitation Program, PARISH code requirements and all HUD Section 8 Housing Quality Standards (HQS) and Energy Standards as applicable. CHDO shall obtain PARISH approval of work write-ups and/or plans and specifications prior to putting out for bid.
7. Prepare all bid documents and handle bid procedures in accordance with Federal Procurement Regulations (Title 24 Part 84). Task to include review of and recommendation of construction contract award, execution and recordation of building contract(s) and furnishing the PARISH with same. CHDO shall obtain PARISH approval of contractor(s) prior to contract award. CHDO shall assure that contractor adheres to the PARISH's requirements for Insurance/Assurances and Certifications as set forth in SECTIONS 15 and 19 herein. **The CHDO must also obtain additional Notices-to-Proceed from the PARISH before any construction activity begins.**

The CHDO will require the contractor to issue a one year warranty on all work and the CHDO will assume all warranty obligations should the contractor not perform under their warranty.
8. Submit a detailed project budget delineating the sources and uses of all funding necessary to accomplish the project as required herein and within the funding limitations set forth in SECTION 6 of this agreement.
9. Oversee the construction contract to assure that the work is being performed in accordance with said contract, work write-up and/or plans and specifications.
10. Review and verify all contractor pay requests and proposals for change orders and submit to PARISH for approval. CHDO to ensure that: 1) each line item requested for payment is 100% complete, 2) necessary signatures have been obtained before forwarding for payment. Change Order requests should clearly detail items being proposed; cost, quantity, quality of material and justification for change.
11. Obtain lien waivers from the general contractor, suppliers and subcontractors in accordance with the guidelines set forth by the Parish.
12. Secure all necessary certificates (electrical, mechanical and plumbing), secure certificate of completion, conduct final inspection, secure all necessary warranties, requests for payment and all other pertinent documents and signatures for submittal to PARISH for processing. **Final inspection shall be conducted in the presence of a Community Development Representative and approved thereby.**
13. Perform outreach and marketing efforts for potential clients, to include community and church meetings as well as other ongoing marketing efforts. Provide advance notice to the PARISH of all public meetings. A realty fee of up to 3% may be paid to a licensed real estate agent as a selling agent or the property may be listed with a licensed real estate agent for a total commission not to exceed 4% of the selling price.

14. Provide financial counseling and screening of potential first-time homebuyers (candidates) to assist in their qualification for HOME Program assistance and in the case of rental units that all tenants meet the requirements as set forth under the HOME Program, Jefferson Parish Rental Rehab Program and other applicable regulations governing the HOME Program.
15. Assist candidates in identifying and arrange private financing needed for the acquisition of the homes developed under this Agreement.
16. Assist the PARISH in qualifying all candidates in accordance with the requirements of the PARISH's First-time Homebuyer Assistance Program including the completion of homebuyer training prior to acquisition.
17. The assistance indicated in Item 16 above, includes assisting the candidate in the submission of all documentation required by the PARISH's First-Time Homebuyer Assistance Program and any follow-up documentation, or clarification, requested by the PARISH as necessary to assure the qualification of the candidate for assistance.
18. Sell the developed properties at cost or appraised value whichever is lower.
19. Upon sale, repay the Home Funding to the PARISH in accordance with the provisions of SECTION 11, REPAYMENTS, INTEREST AND PROGRAM INCOME.
20. Assist the PARISH, as necessary, to insure proper execution and recordation of legal instruments as provided by the PARISH to implement the affordability requirements as stated in SECTION 8, AFFORDABILITY, for assistance granted to purchasers under SECTION 3, #13.
21. Provide EPA pamphlet 747-K-94-001 "Protect Your Family From Lead In Your Home" to households receiving assistance under this Agreement and place a copy of this notice in each construction/rehabilitation file. The CHDO agrees to adhere to the procedures and requirements for the removal of lead based paint, as required by HUD.
22. Carry out each activity herein described in compliance with all federal laws and regulations described in 24 CFR Part 92 Subpart H, to include, but not limited to: equal opportunity and fair housing; affirmative marketing displacement, relocation and acquisition; labor; lead-based paint; conflict of interest; debarment and suspension; and flood insurance.
23. Execute all necessary mortgage documents to secure the HOME acquisition and construction financing prior to any work being performed on the construction site.
24. Before the CHDO enters into a binding contract to acquire real property, the CHDO must:
 - a) Inform the seller in writing, 1) that it does not have the power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and 2) of the estimated fair market value of the property based on appraisal independently and impartially prepared by a qualified appraiser as of a specific date, supported by the presentation and analysis of relevant market information; and
 - b) Execute an "Agreement of Voluntary Acquisition", as provided by Community Development in conjunction with each executed purchase agreement.

Whenever feasible, this information shall be provided before making the purchase offer.

Should any purchased sites contain dwellings, the CHDO must comply with requirements of Section 104 (d) of the Housing and Community Development Act of 1974 as amended (Barney Franks Amendments), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (URA), the Tenant Assistance/Relocation Plan of Jefferson Parish, and the Temporary Relocation Plan of Jefferson Parish.
If the property is occupied by any person(s) other than the owner(s) of the property, the CHDO must contact the Jefferson Parish Department of Community Development for approval prior to the execution of any agreement to purchase.

25. Attend training sessions as deemed necessary by the PARISH. Said training will, at a minimum, require the person(s) responsible for contract administration and compliance to attend a training session(s) on that topic prior to the submission of any requests for payment for services rendered under this contract. Training to be scheduled at a mutually agreeable time.

SECTION 3 - SERVICES TO BE ACCOMPLISHED BY THE PARISH

The PARISH agrees to accomplish the following:

1. **Send a written General "Notice-to-Proceed" when it determines that the CHDO may start administrative work under this Agreement.**
2. Transfer title of the properties sited in SECTION 2 of this agreement to the CHDO in accordance with the provisions of the Uniform Act.
3. Provide financing as specified in **SECTION 6 BUDGET LIMITATION** to the CHDO in order to facilitate the services to be accomplished by the CHDO as described in **SECTION 2** of this agreement.
4. The PARISH, through the Department of Community Development Programs, will undertake the required environmental review for each site prior to the commitment of HOME Program Funds to said site, as per the provisions of 24 CFR 92.352.
5. Oversee and monitor the administrative function of this contractual agreement with the CHDO.
6. Conduct on-site reviews as necessary to examine income, procurements, acquisitions, relocation expenditures and project records or conduct any other procedures, practices, monitoring, reviews or investigations to assure compliance with the provisions of this agreement.
7. Provide management, oversight and record keeping for acquisition or relocation activities. The CHDO shall submit to the PARISH the following:
 - a. A survey of all displaces classified as homeowners, residential renters and business concerns.
 - b. An inventory of functionally similar, available replacement housing within: 1) the immediate neighborhood, or 2) the community area.
 - c. Copies of all forms, notifications and documentation required by the Jefferson Parish Residential Anti-displacement and Relocation Assistance Plan, Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, Tenant Assistance/Relocation Plan of Jefferson Parish and the Temporary Relocation Plan of Jefferson PARISH for review and approval by the PARISH.
7. Arrange with the CHDO and other Participating Parties a mutually agreeable draw schedule, as well as, construction inspection and draw payment procedure.
8. Review and approval of all Request(s) for Payment including the verification of mathematical accuracy of all accounts payable.
9. If requested; provide the CHDO with the Department of Community Development Programs Housing Rehabilitation Program standards and a sample of work write-up format cited in SECTION 2; No. 6.
10. Administer periodic comprehensive performance reviews of the CHDO to determine whether the CHDO has:
 - a. Expended HOME funds as required by 24 CFR 92.500;
 - b. Met all applicable requirement of 24 CFR, Part 92, particularly eligible activities, income targeting, affordability and matching requirements;
 - c. Made reviews and audits of its recipients as may be appropriate to determine whether they have satisfied the applicable requirements of 24 CFR, Part 92.
11. Retain oversight, review, and approval of any and all forms or blank forms, documents, agreements, contracts, subcontracts, proposals, processes or procedures developed in whole or part by the CHDO or of items in said forms, documents, agreements, contracts, subcontracts, proposals, processes or procedures not related to program requirements.

12. Be responsible for keeping appropriate documentation as furnished by the CHDO for the entire length of the affordability period of the HOME Program assisted activities.
13. Assist qualified first-time homebuyers to the extent necessary to cause the total monthly payment on the primary mortgage, at or below prevailing market rates, not to exceed thirty (30%) percent of the purchaser's total household income. In addition to the down-payment subsidy, the PARISH will consider requests to subsidize normal and customary closing costs associated with the acquisition above and beyond a minimum cash payment by the purchaser(s) of One Thousand Five Hundred (\$1,500) Dollars from their own funds. The down payment and closing cost assistance defined above will be limited to a maximum combined upset limit of Fifty Thousand (\$50,000.00) Dollars per case and be subject to the affordability requirements of SECTION 8 of this agreement and other Home Investment Partnership Program Guidelines as defined in 24 CFR Part 92. Assistance under this section will preclude the purchasers from receiving any other HOME Assistance from the PARISH in conjunction with the acquisition.

SECTION 4 - SCHEDULE

The CHDO understands and agrees that the aforesaid project shall be completed within twelve (12) months from the receipt of the General Notice-to-Proceed from the PARISH with work and activities progressing in accordance with the completion time frame presented herein. **The CHDO understands and agrees that additional Notices-to-Proceed are required from the PARISH before any construction activity begins.** Upon completion or work stoppage, unused funds will be returned to the PARISH. Any money not expended within the time frame of this contract will be de-obligated. If it is determined that delays are encountered by the CHDO as a result of circumstances beyond their control, the PARISH may grant appropriate adjustments to the interim goals within the project completion time frame. The CHDO must request any adjustments in writing and the PARISH will respond likewise.

The CHDO will accept title to the seven (7) building sites from the PARISH within 60 days of the General Notice- to-Proceed and begin construction thereon within 120 days of said notice. The homes will be completed and sold within 360 days of the General Notice- to-Proceed.

SECTION 5- PERFORMANCE REPORTS/RECORD KEEPING RESPONSIBILITIES

The CHDO shall furnish the PARISH the original and one copy of all reports required by this Agreement. Said original reports will have the original signature of the person preparing the report and the Chief Executive Officer of the CHDO.

The CHDO agrees to maintain the following records:

1. For each house occupied by a low and very low income household, the size and income of the household.
2. For all rental units (if applicable):
 - a. The rents charged (or to be charged) after assistance for each dwelling unit in each structure assisted and
 - b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the CHDO.
3. Records which demonstrate compliance with the requirements in 24 CFR Section 92.353 regarding the development, adoption, dissemination and implementation of a local policy on displacement.
4. Fair housing and equal opportunity records containing:
 - a. Pursuant to 24 CFR Section 92.350 (b) and 570.904, the fair housing analysis as required by the PARISH to ensure compliance with Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended and 24 CFR Section 570.600 and 570.601, documentation of the actions the CHDO has carried out with its Housing and Community Development resources to remedy or ameliorate any conditions limiting fair housing choice in the CHDO's community and documentation of any other

official actions the CHDO has taken which demonstrate its support for fair housing.

- b. Data on the extent to which each racial and ethnic group and single-head households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.
 - c. Data on employment for each of the CHDO's operating units funded in whole or in part with HOME funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, religion, national origin, sex, ancestry, age, marital status, familial status, unfavorable discharge from the military or handicap in units funded in whole or in part with HOME funds.
 - d. Documentation of actions undertaken to meet the requirements of Section 3 of the Housing Development Act of 1968, amended (12 U. S. C. 1701U), relative to the hiring and training of lower income residents and the use of local businesses.
 - e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract under this contract, data indicating which of those entities are women's businesses enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative step taken pursuant to 24 CFR Section 85.36(e) or OMB Circular A-110, where applicable, and Executive Orders 11625 and 12138 to assure minority businesses and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services.
 - f. Documentation of the affirmative actions the recipient has taken to overcome the effects of prior discrimination, where the recipient has previously discriminated against persons on the ground of race, color, religion, national origin, sex, ancestry, marital status, familial status, age, unfavorable discharge from the military or handicap in administering a program or activity funded in whole or in part with HOME funds.
5. Financial records, in accordance with the applicable OMB Circulars listed in 24 CFR Section 92.505.
 6. Record of the racial or ethnic group and sex of each recipient of program benefits, as per OMB Directive 15, as revised (i.e. Ethnicity: Hispanic or Latino, or Not Hispanic or Latino. Race: American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or other Pacific Islander, or White).
 7. Records of the CHDO's actions to utilize minority and women business firms and of the award of all contracts for supplies, equipment, construction or services with specific list of contracts awarded to minority and women businesses.

All data collected by the CHDO and documents, notes, and files shall remain the property of the CHDO except as otherwise provided in SECTION 9 of this agreement. The CHDO shall furnish to the PARISH copies of any project documents requested by the PARISH.

SECTION 6- BUDGET LIMITATIONS

The Project Budget Limitation under this agreement is Five Hundred Eighty-One Thousand, Seven Hundred Seventy-seven and no/100 dollars (\$581,777.00) to be used in accordance with the terms and conditions set forth within this agreement.

The PARISH agrees to provide, and the CHDO agrees to accept, an interim loan in an amount not to exceed \$581,777.00 (\$83,111.00 per unit) to facilitate the development of the seven (7) housing units to be provided under this agreement.

NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE OF A NOTICE-TO-PROCEED BY THE PARISH.

The CHDO agrees to abide by the Act and to use said funds solely for the purpose of paying for the project herein defined in accordance with the approved detailed project descriptions as required under SECTION 2 of this Agreement.

The CHDO shall be paid a Development Fee equal to fifteen percent (15%) of the appraised value of each housing unit constructed under this agreement and said developer's fee shall be paid as follows:

30% of the development fee paid with the notice-to-proceed with construction,

30% of the development fee paid with the acceptance of the completed construction by the Department of Community Development Programs, and

40% of the development fee paid with clear lien and privilege certificates, cancellation of the construction contract and the sale of the property to a qualified purchaser.

As proposed by the CHDO, The Project Budget Limitation set forth herein allows for a Production Subsidy not to exceed \$30,000.00 per unit. Production Subsidy is defined as the amount by which the cost of producing the home exceeds the market value of the property developed.

The CHDO understands and agrees that the interim loan under this section, will be converted to down payment and closing cost assistance under SECTION 3, Item 13 of this agreement and that any funding not used for down payment and closing cost assistance or Production Subsidy will be returned to the PARISH as required by SECTION 11 of the contract.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Department of Community Development for Jefferson Parish of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on the Department of Community Development for Jefferson Parish's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

SECTION 7- PAYMENTS

Project payments (construction disbursements) shall be paid progressively, as the work is accomplished. Disbursements will be made by the PARISH, in accordance with the payment schedule, set or approved by the PARISH; however, in no case shall the PARISH have an outstanding balance that is greater than the acquisition cost and construction completed. All construction payments will be subject to a ten (10%) percent retainage. Said retainage to be released upon presentation of clear lien and privilege certificates dated after the lien and privilege period has run.

The PARISH shall have the right to disburse construction payments directly to the contractor, if in the sole discretion of the Director of the Jefferson Parish Department of Community Development it would be beneficial to the project to do so. No warranty of merchantability, fitness or other warranty of any kind (whether expressed, implied or statutory) is made by PARISH if the PARISH exercises its right to disburse construction payments directly to the contractor.

The CHDO understands and agrees that any costs associated with the project that are not specifically approved by the Director of the Department of Community Development Programs will be borne by the CHDO.

The CHDO understands and agrees that all cost in excess of the approved detailed project budget submitted under the requirements of this agreement will be the responsibility of; and borne by the CHDO and are not considered allowable project expenses. Said cost is to be immediately paid by the CHDO from the CHDO's own private funds and proof of payment submitted to the PARISH.

Development Fees payable can, and will, be used by the PARISH to pay any cost overruns not previously paid by the CHDO.

SECTION 8- AFFORDABILITY

The CHDO agrees that the use of all real property within its control which was acquired or improved in whole or in part with HOME funds (no matter the amount of HOME funds expended) is subject to the provisions of 24 CFR Sections 92.252 or 92.254, which provide for the qualification for affordable housing, affordable rental housing and home ownership. **Failure to meet the affordability requirements of Sections 92.252 or 92.254 will result in the CHDO repaying to the PARISH the entire amount of HOME funds and any interest or other income generated in connection therewith.**

Further, the CHDO shall insert, or shall cause to be inserted, the appropriate deed restrictions and/or mortgage covenants in compliance with 24 CFR Sections 92.252 or 92.254 for all real property assisted under this Agreement to ensure the requisite affordability periods under those sections, and cause the same to be recorded in the Mortgage and Conveyances Office.

The CHDO must also provide for the means to enforce these restrictions or covenants or to recover the HOME funds expended on the real property in question. The CHDO must keep the appropriate documentation for the entire length of the affordability period.

The PARISH will provide a copy of the appropriate deed restrictions or Mortgage covenants necessary pursuant to 24 CFR Sections 92.252 or 92.254 for all assisted transactions under SECTION 3 No. 13 of this agreement.

SECTION 9- TERMINATION OR SUSPENSION

The CHDO agrees that, pursuant to 24 CFR 92.540 and Part 85.43 and 85.44, if the PARISH determines that the CHDO has not complied with, is not complying with, has failed to perform, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, and so notifies the CHDO by written notice of said non-compliance or default and the CHDO does not correct said violations within fifteen (15) days, the PARISH may suspend or terminate this Agreement in whole or in part by written notice and: may demand refunds of any funds disbursed to the CHDO; may deduct any refunds or repayments from any funds obligated to but not expended by the CHDO whether from this or any other project; may temporarily withhold cash payments pending correction of deficiencies by the CHDO or more severe enforcement action by the PARISH; may disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; may withhold further awards for the program; may take other remedies legally available; or may take appropriate legal action.

In the event that the CHDO fails to conduct its business in accordance with sound CHDO operating principles the PARISH may terminate the subject agreement. In the event that the project becomes financially non-feasible or if the CHDO is financially unstable, unable to pay their bills as they become due, the Department of Community Development may terminate the contract.

The terms of this Agreement, pursuant to 24 CFR 92.540 and Part 85.43 and 85.44, shall be binding upon the parties hereto until the work has been completed and accepted by the PARISH and all payments required to be made to the CHDO have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the PARISH as a consequence of the failure of the CHDO to comply with the terms, and/or progress of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the CHDO.
3. By the PARISH, with written consent of the CHDO, in which case the CHDO shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated.
4. By the CHDO, upon written notification to the PARISH, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the PARISH determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the PARISH may terminate the entire grant under either 24 CFR Part 85.43 or 85.44.

5. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
6. By satisfactory completion of all services and obligations described herein.
7. In the event of the abandonment of the project by the Parish Council.
8. This agreement shall automatically terminate as indicated in SECTION 4-SCHEDULE.
9. The PARISH may terminate this agreement upon thirty (30) days written notice to People's Community Subsidiary, Inc.

Upon termination, the CHDO shall be paid for actual work performed prior to the notice of termination on pro rata share of the basic fee based on the phase or percentage of work actually completed and the agreed estimated cost of the terminated work by both parties.

Upon termination under Item 2 above, the CHDO shall deliver to the PARISH certified copies of all original documents, notes, and files, except the CHDO's personal and administrative files.

SECTION 10 - PROHIBITION AGAINST RELIGIOUS ACTIVITIES

The CHDO agrees that, in connection with this Agreement it shall adhere to the provisions of 24 CFR 92.257, and with the following:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
2. It will not discriminate against any person applying for participation in programs provided under this Agreement on the basis of religion and will not limit such participation or give preference to persons on the basis of religion.
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of programs funded under the Agreement.
4. Completed housing projects must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property assisted in whole or in part under this Agreement, and said property shall contain no sectarian or religious symbols or decorations.

SECTION 11 - REPAYMENTS, INTEREST AND PROGRAM INCOME

Program Income means gross income received by the CHDO directly generated from the use of HOME funds or matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program Income includes, but is not limited to, the following:

Repayment of loans for residential rehabilitation of private property, including installment loans or deferred payment forgivable loans,

Proceeds from residential rehabilitation mortgages or junior mortgages when title transfers,

Interest on loans made with HOME funds,

Proceeds from the sale of property acquired or improved with HOME funds pursuant to the requirements set out in the Agreement,

Proceeds from the sale of HUD homes purchased and/or rehabilitated with HOME funds,

Rental income realized from occupants of acquired property, and

Proceeds from mortgage foreclosure and judgments on notes.

All Program Income received by the CHDO shall be immediately returned to the PARISH upon its receipt by the CHDO.

All Program Income on hand when this Agreement expires, or received after this Agreement's expiration, shall be accounted for by the CHDO and immediately paid to the PARISH.

SECTION 12 - GENERAL MANAGEMENT

The CHDO agrees to implement sound financial and grant management procedures, per 24 CFR Part 84 and 24 CFR570 (subpart K), where applicable; OMB Circulars, A-110, A-122 and A-133, where applicable, and Federal Treasury regulations.

The PARISH and CHDO shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

SECTION 13 - MONITORING

The PARISH is hereby authorized to monitor all activities undertaken by the CHDO or Contractor under the provisions of this agreement to ensure compliance with its terms and applicable Federal, State, and Parish regulations regarding the expenditure of HUD and/or Parish funds. Monitoring activities will be scheduled annually or as needed at the determination of the PARISH. The CHDO or Contractor shall use 24 CFR 85 as standards for financial management as modified by 24 CFR 570.502 and OMB Circular A-87 for standards of cost principles.

SECTION 14 – AUDIT COMPLIANCE

Organizations that expend \$500,000 or more of federal funds within their fiscal year are required to conduct an audit that meets the requirements of the Single Audit Act of 1984 the Single Audit Act Amendments of 1996, OMB Circular A-133 and OMB A-133 Compliance Supplement.

Organizations that receive less than \$500,000 from any public funding source(s) annually within their fiscal year but more than \$25,000 are required by this contract and by federal and state statutes to provide an annual audit to the Jefferson Parish Community Development Department commensurate with the level of funding received.

For entities receiving less than \$500,000 but more than \$200,000 of local, state, or federal funds, an annual audit prepared by a certified public accountant is required.

Annual unaudited financial statements prepared by a certified public accountant accompanied by a notarized affidavit attesting to their accuracy signed by the organization's executive director and by the chairman of the board of directors are the minimum acceptable requirement for entities receiving between \$100,000 and less than \$200,000 of public funds.

Annual unaudited financial statements accompanied by a notarized affidavit attesting to their accuracy signed by the organization's executive director and by the chairman of the board of directors are the minimum acceptable requirement for entities receiving between \$25,000 and less than \$100,000 of public funds.

The audit standards and procedures required under this contract are outlined in the "Louisiana Governmental Audit Guide" and are the same standards as for a quasi-public entity receiving State or Local funding under the Louisiana Revised Statutes 24:513 and 24:514.

The required audits are due within six months of the organization's fiscal year end.

The CHDO hereby agrees and is required to provide and to instruct its accounting firm to include the Director of the Jefferson Parish Community Development Department on the distribution list to receive copies of any financial statements, reviews, or audits required under this contract and by any other unit or agency of State, Federal, or other governmental subdivision while this contract is in force.

Sanctions, including cessation of payments and/or termination of this contract will be applied for non-compliance with the prescribed audit standards and due dates.

The PARISH also reserves the right to conduct its own audit of the CHDO's or Contractor's records and operations in order to determine compliance with this contract and the applicable Federal, State, and Parish regulations until completion and acceptance of all services stipulated in this contract. Should it be deemed necessary, the PARISH will have an audit conducted by an accounting firm of its selection or by PARISH personnel at its expense.

SECTION 15 - CERTIFICATIONS

For the entire period covered by this contract, the CHDO gives the same certifications that Jefferson Parish has given the Department of Housing and Urban Development (Section 23). The CHDO also certifies that it has received a copy of all of the various regulations referred to within the body of the contract. Should additional copies be required, the CHDO may request additional copies from the PARISH. All requests must be made in writing.

SECTION 16 - DOCUMENTATION

The CHDO shall make a presentation on actual accomplishments at all public hearings on performance as requested by the PARISH.

The CHDO agrees to maintain all documents and records pertaining to the project for minimum of FIVE (5) YEARS after the final audit and monitoring, or in instances where litigation, claims, negotiations, audits or other actions are involved, to maintain all records until FIVE (5) YEARS after all litigation, claims, audits, or other actions are resolved. Where loans or grants are made with HOME funds or an interest in the property such as a mortgage or a lien is obtained, of evidence of such interest must be retained until released.

SECTION 17 - NON TRANSFERABILITY/NON ASSIGNABILITY

The CHDO shall not assign or delegate the Agreement or any portion thereof and the CHDO shall not transfer or assign any funds or claims due or to become due without the prior written approval of the PARISH. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be in violation of this Agreement and shall be of no effect.

Violation of this provision may result in cancellation or suspension of funds or termination or suspension of the Agreement in whole or in part at the discretion of the PARISH pursuant to SECTION 9 of this Agreement including any of the actions set out therein.

SECTION 18 - NON- EXCLUSIVITY

This Agreement neither obligates nor precludes the PARISH from further accepting or distributing funds entitled to the PARISH nor restricts nor limits the powers of the PARISH to use such funds pursuant to the provisions of the Act.

This Agreement neither obligates nor precludes the CHDO from further accepting funds or assistance pursuant to the Act.

The CHDO shall upon the request of the PARISH submit any and all forms or blank forms, documents, agreements and contracts to the PARISH for review for compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into or used by the CHDO nor of items in said forms, documents, agreements, and contracts not related to program requirements.

The CHDO further agrees that it is solely responsible for the repayment of unused funds, program income funds or disallowed, unauthorized, or ineligible expenses. Any actions taken by the PARISH pursuant to SECTION 9 of this Agreement shall not affect the liability of the CHDO for the repayment of funds.

SECTION 19 - INSURANCE

The CHDO shall not commence work under this contract until he has obtained all insurance required by these specifications.

All insurance carried shall contain a Waiver of Subrogation in favor of the PARISH and any principals for whom the PARISH is working, including any and all co-lessors of such principal, and shall be subject to the approval of the PARISH. Insurance provided for comprehensive general liability, comprehensive automobile and umbrella liability shall name the PARISH as an additional insured and shall be primary to any insurance carried by the PARISH. CHDO shall furnish the PARISH with certificates of insurance as evidence of the above insurance.

Said certificates shall indicate the Waiver of Subrogation in favor of the PARISH and any principal for whom the PARISH is working, including any and all co-lessors of such principal, and the contractual and liability assumed under the Indemnity Provision of this Section, and shall specify that in the event of cancellation or material change in coverage, at least thirty (30) days prior written notice will be given to the PARISH.

Worker's Compensation Insurance

The CHDO shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of its employees in any way engaged in this project. If any subcontractor does not carry Worker's Compensation Insurance, such coverage must be included under the CHDO's policy.

The policy shall provide coverage at least equal to the requirements of the State of Louisiana and shall include Employer's Liability Coverage - Section b, coverage in an amount not less than \$1,000,000 to cover all employees not covered under the State Worker's Compensation Act.

Comprehensive general Liability Insurance

The CHDO shall take out and maintain during the life of this contract Comprehensive General Liability Insurance to protect the PARISH, CHDO, and Subcontractors performing work under this contract from claims arising from any operations or work in connection with this contract. The Comprehensive General Liability coverage shall provide limits not less than the following: \$1,000,000 per persons and \$1,000,000 per occurrence, Property Damage Liability of \$1,000,000 per occurrence with \$1,000,000 aggregate, unless higher minimum limits are required in the special conditions for the project, in which case the minimum limits set forth in the special conditions shall prevail. Coverage shall also be included for any contractual assumption of liability by the CHDO under any hold harmless agreements or indemnification agreements provided elsewhere in these specifications. Policy must include coverage for all operation as respects the explosion, collapse, and underground damage hazards with the same limits as specified above.

Comprehensive Automobile Liability Insurance

The CHDO shall take out and maintain during the life of this contract Comprehensive Automobile Liability Insurance to protect the PARISH AND THE CHDO, performing work under this contract from claims arising from any operations or work in connection with this contract. The Comprehensive Automobile Liability Insurance coverage is to be on an occurrence basis, and is to include coverage for owned, hired, leased, and non-owned vehicles, with minimum limits as follows: Bodily Injury Liability, \$500,000 each person, \$500,000 each occurrence; Property Damage Liability, \$500,000 each occurrence, unless higher minimum limits are required in the special conditions for the project, in which case the limits set forth in the special conditions shall prevail.

Builder Risk Insurance

The CHDO shall take out and maintain Builders Risk Insurance at its expense, unless otherwise provided for in the Special Conditions, to insure both the CHDO and PARISH as their interests may appear. These policies must cover for such amount of the work as is determined by the Engineer and/or Architect and shall be the all-risk type of coverage, unless otherwise provided for in the Special Conditions.

Performance Bond

To ensure the faithful performance of each and every condition, stipulation, and requirement of the Contract, and to indemnify and save harmless the PARISH from any and all damages, either directly or indirectly, arising out of any failure to perform same, the CHDO, shall furnish performance bonds in an amount of at least equal to one hundred (100%) of the amount of any construction and/or rehabilitation work undertaken in conjunction with this Contract prior to the start of any such work. The exact amount shall be coordinated with the Director of the Department of Community Development. The CHDO must provide, to the Director of the Department of Community Development, the performance bond prior to the issuance of a Notice to Proceed on the construction/ rehabilitation for each individual property. The bond shall have a term of at least one-year. However, the PARISH may cancel each bond unilaterally in the event the rehabilitation and/or construction of a particular home is completed in less time. In the event a performance bond is due to expire, the CHDO shall furnish Jefferson Parish with a new bond prior to, or at the time of, the expiration. Finally, **each bond must name the PARISH as an obligee under the bond.** The Contract shall be null and therefore not binding upon the PARISH unless such satisfactory security has been provided. The Surety shall be selected by the CHDO, subject to the approval of the PARISH, and the cost of the bond shall be borne by the CHDO. PARISH shall have the right to demand that the bond furnished by the CHDO be increased at any time during the course of construction and/or rehabilitation at the sole discretion of the Director of the Jefferson Parish Department of Community Development.

The PARISH may in its discretion accept alternative security in the form of a certified check or standby irrevocable letter of credit at the sole discretion of the Director of the Jefferson Parish Department of Community Development.

Any surety/performance Bond written for the PARISH shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of the A.M. Best's Key Rating Guide to write individual Bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by a surety company that complies with the requirements of LSA-R.S. 38:2219.

The CHDO can fulfill the requirements of this section by requiring the construction contractor(s) to furnish and bear the cost of the bond as stipulated above.

Post Construction/Renovation Insurance

The CHDO shall obtain hazard insurance on the subject properties with the completion of the property rehabilitation or construction to become effective at the termination of the Builders Risk Coverage; with the amount of coverage being in accord with the appraised value of the completed home(s).

Deductibles

No insurance required under this contract shall include a deductible in excess of \$5,000.00. The cost of the deductible, as well as any uninsured loss, shall be borne by the CHDO.

Indemnity

To the fullest extent permitted by law, the CHDO agrees to protect, defend, indemnify, and save the PARISH, its agents, officials, employees, servants, including volunteers, or any firm, company, organization, or individual, or their contractors, or sub-contractors for whom the PARISH may be contracted, harmless from and against any and all claims, demands, loss or destruction of property, actions, and causes of action of every kind and character, including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages death or personal injuries resulting from operations contemplated by this contract, regardless whether others may be wholly, concurrently, partially, or solely negligent or strictly liable, or absolutely liable or otherwise at fault, and regardless of any defect in the premises, equipment, or materials, irrespective of whether same pre-existed this Agreement, except damages arising out of injuries or property claims to third parties caused by the negligence of PARISH, its employees or agents. Further, the CHDO hereby agrees to indemnify, the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty. The CHDO further agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in establishing the right to indemnify pursuant to the provisions of this section.

SECTION 20 - CONFLICT OF INTEREST

The CHDO understands and agrees that no director, officer, agent or employee of the CHDO may have any interest, whether directly or indirectly in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits. No director, officer, agent or employee may represent, either as agent or otherwise, any person, association, trusts or corporation, with respect to any application or bid for any contract or work pertaining to this Agreement. No such officer, director, agent or employee may take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract made and procured in violation of the provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

The CHDO understands and agrees that any person who is a director, officer, agent or employee of the CHDO and who may own or have an interest in, either directly or indirectly, any property included in the project area shall disclose such, in writing, to the Board of the CHDO, and shall also disclose the dates and terms and conditions of any disposition of such interest.

All such disclosures shall be made public and shall be acknowledge by the board and entered upon the minute books of the CHDO as well as reported to the PARISH. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area.

The CHDO agrees that all potential conflicts-of-interest shall be reported by the PARISH to HUD with a request for a ruling prior to proceeding with the project.

In the event of failure or refusal to comply, the PARISH may terminate or suspend in whole or in part any contractual agreements with the CHDO pursuant to Section 9 of this Agreement and may take any of the actions set out herein.

SECTION 21 - GENERAL

The CHDO shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, PARISH and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement, and the CHDO shall be liable to the PARISH in the same manner that the PARISH shall be liable to the Federal Government, and, shall further be liable to perform all acts to the PARISH in the same manner the PARISH performs these functions to the Federal Government.

While in the performance of services or carrying out other obligations under this agreement, the CHDO shall be acting in the capacity of independent contractor and not as employees of the PARISH. The PARISH shall not be obligated to any person, firm or corporation for any obligations of the CHDO arising from the performance of their services under this agreement. The CHDO shall be authorized to represent the PARISH with respect to services being performed dealing with other agencies, and administration and control of construction contracts as intended by the provisions of SECTION 2 hereof.

The CHDO warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CHDO to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than bona fide employees working solely for the CHDO any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the PARISH shall have the right to annul this contract without liability.

This agreement shall be binding upon the successors and assigns of the parties hereto. This agreement being for the personal services of the CHDO; the services to be performed hereunder may not be assigned nor any interest in this agreement transferred without the written prior consent of the PARISH.

Any reports, information, data, etc., given; prepared or assembled by the CHDO under this agreement which the PARISH requests to be kept as confidential shall not be made available to any individual or organization by the CHDO without the prior written approval of the PARISH, except that, in accordance with SECTION 14 above, HUD and the Controller General or any

authorized representatives thereof, shall have access to and the right to examine all records, books, papers, or document related to the grant.

SECTION 22 - AMENDMENTS

The CHDO shall submit to the PARISH a request for approval of all amendments involving new activities, or significant alteration of existing activities that will change the scope, location, scale, or beneficiaries of the activities herein approved. Should the PARISH Council approve an amendment to this agreement, the subject agreement shall be amended to reflect such change. This agreement may be amended only by the authority of a Jefferson Parish Council Resolution. Any amendments to subject agreement shall be in writing and signed by both the PARISH and the CHDO. The CHDO shall make available to the public and shall submit to the PARISH a description of any changes adopted. In the case of new activities, the CHDO shall not proceed with any phase of said activities until the PARISH has issued a written statement to the CHDO relative to the eligibility of said proposed activities, and has given a written Notice to Proceed to the CHDO.

SECTION 23 - HOME PROGRAM CERTIFICATIONS

For the entire period covered by this contract, the CHDO gives the same certifications that Jefferson Parish has given the Department of Housing and Urban Development and hereby assures and certifies that it will comply with the regulations, policies, guidelines, and in accordance with 24 CFR, Part 92 HOME Investment Partnership Program Regulations as attached and made part of this agreement, as follows:

- (1) Use of HOME funds. HOME funds will be utilized as stated herein. CHDO will furnish adequate reports with adequate detail to insure that funds are properly utilized and that will allow monitoring of same.
- (2) Affordability. CHDO agrees that housing assisted with HOME funds under this contract will meet the affordability requirements of 24 CFR, Part 92.252 or 92.254, as applicable, and agrees to repay any funding for the housing involved if the housing does not meet the affordability requirements for the specified time period.
- (3) Repayment. CHDO agrees that any repayment of HOME funds or interest on such funds, if any, will be remitted to the PARISH for additional activities of the HOME program.
- (4) Uniform Administrative Requirements. CHDO agrees to comply with applicable uniform administrative requirements, as described in 24 CFR, Part 92.505.
- (5) Project Requirements. CHDO agrees to comply with project requirements in Sub-part F of 24 CFR, Parts 92.250 through 92.258, as applicable.
- (6) Housing Quality Standard. CHDO will determine that the housing involved with the recipient of HOME funds meets the applicable Housing Quality Standards and Jefferson Parish code requirement.
- (7) Other Program Requirements. CHDO agrees to carry out its activity in compliance with all federal laws and regulations described in sub-part H of 24 CFR, parts 92.350 through 92.358, except it does not assume the responsibilities of the PARISH for the environmental review in 24 CFR, Part 92.352.
- (8) Affirmative Marketing. CHDO agrees to utilize affirmative marketing techniques for its activities in connection with this contract in accordance with 24 CFR, Part 92.351.
- (9) Conditions for Religious Organizations. These requirements are not applicable under the guidelines of the program.
- (10) Request for Disbursement of Funds. The CHDO may not request disbursement of funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

(11) Reversion of Assets. CHDO agrees that upon expiration of this agreement, it will transfer to the PARISH any unexpended HOME program funds in its possession or control and accounts receivable there from, if any.

(12) Records and Reports. CHDO agrees to maintain, in adequate detail, all financial records regarding the use of HOME funds and supporting documents that will allow monitoring of the appropriate use of HOME funds and support client qualification to receive assistance.

(13) Enforcement of the Agreement. CHDO shall cause all necessary agreements, contracts and/or mortgages to be recorded that will insure that HOME Program requirements and restrictions are imposed on the client and the property involved as well as affordability requirements of 24 CFR, Part 92.252 or 92.254, as applicable. CHDO understands and agrees that suspension or termination of this agreement may occur if it materially fails to comply with any terms of this agreement in accordance with 24 CFR 84.

(14) Duration of the Agreement. This agreement remains in effect, insofar as monitoring for affordability compliance with 24 CFR Part 92.252 or 92.254, as applicable.

(15) Monitoring. Not less than annually, the PARISH is required to monitor the CHDO's activities under the project and its project records and CHDO agrees to make such records available for such inspection.

(16) The CHDO agrees, pursuant to 24 CFR 92, to comply with the provisions of the following:

(a) The uniform administrative requirements set out in 24 CFR 92.505;

(b) All federal rules and regulations described in Subpart K of 24 CFR Part 92; provided, however, that the CHDO does not assume the PARISH'S responsibilities under 24 CFR Part 92.352.

SECTION 24 - Employment Restrictions

1. Labor Standards

In accordance with 24 CFR Part 92.354 the CHDO agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5); (40 U.S.C. 327-332) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The CHDO shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the PARISH for review upon request.

2. Section 3 Clause

The CHDO agrees to comply with the provisions of "Section 3" as set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, and shall be a condition of the Federal financial assistance provided under this contract and binding upon the PARISH, the CHDO and any of the CHDO's sub-recipients and subcontractors as follows:

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

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

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

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

SECTION 25 – Jurisdiction

This agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the PARISH of Jefferson, State of Louisiana.

SECTION 26 - Communication

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

If to the CHDO:
Leatrice Hollis, Ex. Director
People's Community Subsidiary, Inc.
2021 Hampton Drive
Harvey, LA 70058

If to the PARISH:
Anatola B. Thompson, Director
Community Development
1221 Elmwood Park Blvd, Suite 605
Jefferson, LA 70123

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail in accordance with this Paragraph.

SECTION 27

This Agreement is executed in 4 originals. In TESTIMONY WHEREOF they have executed this agreement, the day and year first above written.

This Agreement shall be effective as of the date first noted above, and shall continue in effective for the period as set out in "SECTION 4" and for all periods in which the CHDO has control over HOME funds, including interest, and until this project is closed out in accord with project closeout procedures established by the PARISH. For the purposes of this Agreement and applicable Federal regulations and rules, this Agreement shall be deemed to have expired when the PARISH gives written notice that the project is closed out.

WITNESSES:

JEFFERSON PARISH

Gail Le Normand
Ann H. Guidry

Thomas J. Capella
Thomas J. Capella, Chairman
Jefferson Parish Council

Gail Le Normand
Ann H. Guidry

People's Community Subsidiary, Inc.

Leatrice Hollis
Leatrice Hollis, Ex. Director

ACORD**DECLARATION OF LIABILITY**DATE (MM/DD/YY)
09/03/2010

PRODUCER

PH: 504-382-0922 FAX:

BOWLES & ASSOCIATES, INC.
2804 BELLE CHASSE HWY.
GRETN, LA 70053

INSURED

PEOPLE'S COMMUNITY SUBSIDIARY, INC.
2021 HAMPTON DR
HARVEY, LA 70058

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A WESTERN WORLD INSURANCE COMPANY
COMPANY B REPUBLIC VANGUARD
COMPANY C LC&I
COMPANY D

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES/OPERATIONS <input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPER CONTRACTUAL <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> PERSONAL INJURY	NPP1113443-2	08/13/2010	08/13/2011	BODILY INJURY OCC \$ 1,000,000 BODILY INJURY AGG \$ 2,000,000 PROPERTY DAMAGE OCC \$ 1,000,000 PROPERTY DAMAGE AGG \$ 2,000,000 BI & PD COMBINED OCC \$ 1,000,000 BI & PD COMBINED AGG \$ 2,000,000 PERSONAL INJURY AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (Private Pass) <input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger) <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input checked="" type="checkbox"/> LIABILITY COVERAGE	CNO100032001	09/08/2010	09/08/2011	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ BODILY INJURY & PROPERTY DAMAGE COMBINED \$ 500,000
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/DIRECTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL EXCL	LC&I08192009	08/19/2010	08/19/2011	PC STATU- TORY LIMITS OTH- ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

INDEPENDENT CONTRACTOR. CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED WITH A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

JEFFERSON PARISH DEPT OF COMMUNITY
DEVELOP.
1221 ELMWOOD PARK BLVD., SUITE 605
RIVER RIDGE, LA 70123
ATTN: JIM BUSH

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 2010-01-01

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AFFIDAVIT OF NOTICE OF FEE DISPOSITION

PURSUANT TO LA. R.S. 38:2196.1, any person or other entity that enters into any contract awarded without bidding with a state entity or local entity, or any contract with a local entity exceeding ten thousand dollars awarded with bidding, in which a commission, fee, or other consideration is paid to the contractor for the contractor to sell to or provide to the state entity or local entity any commodity, goods, brokerage service or other service of any kind, insurance, or anything of value, then the full disposition, splitting, or sharing of such commission, fee, or other consideration shall be disclosed to the state entity or local entity by the contractor in writing by an AFFIDAVIT OF NOTICE OF FEE DISPOSITION.

☒ ORIGINAL FEE DISPOSITION (DATE CONTRACT ENTERED: ___/___/___)

☐ AMENDMENT (DATE FEE DISPOSITION AMENDED: ___/___/___)

NAME OF CONTRACTOR: Peoples Community Subsidiary, Inc (LRA)
NAME OF AUTHORIZED AGENT (PRINT): Leatrice Hollis
MAILING ADDRESS: 10605 Muller Parkway Ste. C
Westwego, LA 70058

NAME OF STATE OR LOCAL ENTITY Jefferson Parish

☐ STATE CONTRACT WITHOUT BIDDING

☒ LOCAL CONTRACT WITHOUT BIDDING

☐ LOCAL CONTRACT WITH BIDDING (EXCEEDING \$10,000)

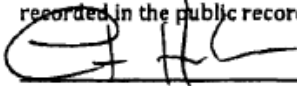
VALUE OF COMMISSION, FEE, OR OTHER CONSIDERATION TO THE CONTRACT: \$ 136,500.00

PARTIES TO RECEIVE DISPOSITIONS, SPLITS, OR SHARES OF THE COMMISSION, FEE, OR OTHER CONSIDERATION

☐ SCHEDULE A COMPLETED AND ATTACHED

CERTIFICATE OF ACCURACY

I hereby certify that the information contained herein is true and correct to the best of my knowledge, information, and belief; and that this Notice shall be attached to and made a part of the contract for which the commission, fee, or other consideration is paid and shall be recorded in the public record.



Signature (Authorized Agent)

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 17 DAY OF December, 2016



Signature (Notary Public)

DERYLE A. BOURGEOIS
NOTARY PUBLIC
NOTARY ID NUMBER: 12032
JEFFERSON PARISH, LA

MY COMMISSION IS ISSUED FOR LIFE www.state.la.us

**SCHEDULE A: PARTIES TO RECEIVE DISPOSITIONS, SPLITS,
OR SHARES OF THE COMMISSION, FEE, OR OTHER CONSIDERATION**

FULL NAME OF RECIPIENT (PRINT): None

☐ SPLITS: _____ ☐ FEE \$ _____ ☐ COMMISSION SHARES: _____

☐ OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): None

☐ SPLITS: _____ ☐ FEE \$ _____ ☐ COMMISSION SHARES: _____

☐ OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): None

☐ SPLITS: _____ ☐ FEE \$ _____ ☐ COMMISSION SHARES: _____

☐ OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): None

☐ SPLITS: _____ ☐ FEE \$ _____ ☐ COMMISSION SHARES: _____

☐ OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): None

☐ SPLITS: _____ ☐ FEE \$ _____ ☐ COMMISSION SHARES: _____

☐ OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): None

☐ SPLITS: _____ ☐ FEE \$ _____ ☐ COMMISSION SHARES: _____

☐ OTHER CONSIDERATION: _____

ATTACHMENT C

COST ESTIMATE AND FUNDING SOURCES FOR DEVELOPMENT OF 7 PROPERTIES

PEOPLE'S COMMUNITY SUBSIDIARY, INC. FUNDING RECAP PROPOSAL FOR 7 LRA PROPERTIES									
As of: 06/10/11									
PROJECT COST ESTIMATE:									
	INVESTMENT PER UNIT				INVESTMENT 7 UNITS				Cross Check Funding
	Per unit	HOME	FNBC	STATE+HOME	7 Units	HOME	FNBC	STATE+HOME	Start/Over:
Land-Acq. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Closing Fees	\$950.00	\$950.00	\$0.00	\$0.00	\$6,650.00	\$6,650.00	\$0.00	\$0.00	\$0.00
Lender Fees	\$125.00	\$125.00	\$0.00	\$0.00	\$875.00	\$875.00	\$0.00	\$0.00	\$0.00
Interim Interest	\$1,850.00	\$1,850.00	\$0.00	\$0.00	\$13,650.00	\$13,650.00	\$0.00	\$0.00	\$0.00
Construction Cost	\$130,000.00	\$67,214.57	\$42,785.43	\$20,000.00	\$910,000.00	\$470,501.99	\$299,498.01	\$140,000.00	\$0.00
Lender Inspections	\$100.00	\$100.00	\$0.00	\$0.00	\$700.00	\$700.00	\$0.00	\$0.00	\$0.00
LHFA Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Appraisal/EPA Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc. other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	\$1,071.43	\$1,071.43	\$0.00	\$0.00	\$7,500.01	\$7,500.01	\$0.00	\$0.00	\$0.00
Dev. Fee Draw	\$11,700.00	\$11,700.00	\$0.00	\$0.00	\$81,900.00	\$81,900.00	\$0.00	\$0.00	\$0.00
Contingency:	\$0.00	\$0.00	\$7,214.57	\$0.00	\$50,504.06	\$0.00	\$50,504.06	\$0.00	\$50,504.06
TOTAL Cash Advanced**	\$145,896.43	\$83,111.00	\$50,000.00	\$20,000.00	\$1,071,777.00	\$581,777.00	\$350,000.00	\$140,000.00	\$50,504.06
Must not be negative.									
Settlement:									
Other	\$0.00				\$0.00				
Sellers Closing Costs	\$250.00				\$1,750.00				
Sales Cost-Realty	\$4,000.00				\$28,000.00				
Development Fee Bal.	\$7,800.00				\$54,600.00				
TOTAL COST:	\$157,946.43				\$1,105,625.01				
Sales Price-Appr. Value	\$134,285.71 **				\$940,000.00				
Production Subsidy:	\$23,660.72				\$165,625.01				
Cash Advanced Repaid from Sale Proceeds:		HOME: \$59,450.25	FNBC: \$50,000.00	STATE+HOME: \$20,000.00		HOME: \$416,151.99	FNBC: \$350,000.00	STATE+HOME: \$140,000.00	
* To be available as needed for buyer assistance in accordance with program guidelines.									
** Average of 6 @ \$133,000.00 and 1 @ \$142,000.00.									
11:49 AM 8/15/2012									

ATTACHMENT D

CONTRACT REVISION TO ADD ENVIRONMENTAL REVIEW REQUIREMENT

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 115809

A resolution authorizing a technical addition to the agreement with People's Community Subsidiary, Inc. to redevelop seven (7) of the properties transferred to Jefferson Parish by the Louisiana Land Trust utilizing HOME CHDO set-aside funding of \$581,777.00 as follows: FY'08 funding of \$211,684.00 and FY'09 funding of \$370,093.00 as authorized by Resolution No. 115631 adopted November 3, 2010. (Council District 3).

WHEREAS, Resolution No. 115631 adopted November 3, 2010 authorized a one year contractual agreement with People's Community Subsidiary, Inc. for the redevelopment of seven (7) of the properties transferred to Jefferson Parish by the Louisiana Land Trust utilizing HOME CHDO set-aside funding of \$581,777.00; and

WHEREAS, the agreement has yet to be routed for the signature of the Council Chairmen; and

WHEREAS, the Community Development Department is in the process of completing the required environmental review and subsequent release of funds from the U.S. Department of Housing and Urban Development and desires to insert wording to clarify the requirements thereof; and

WHEREAS, said wording has been added to the originally authorized agreement as an additional paragraph under SECTION 6- BUDGET LIMITATIONS as attached.

NOW, THEREFORE, BE IT RESOLVED BY THE Jefferson Parish Council of Jefferson Parish, Louisiana acting as governing authority of said Parish:

SECTION 1. That the addition of the recommended environmental review verbiage to the terms of a one year contractual agreement with People's Community Subsidiary, Inc. for the redevelopment of seven (7) of the properties transferred to Jefferson Parish by the Louisiana Land Trust utilizing HOME CHDO set-aside funding of \$581,777.00 as authorized by Resolution No. 115631 adopted November 3, 2010 is hereby authorized as attached.

SECTION 2. That all of the other terms and conditions of the agreement as authorized by Resolution No. 115631 will remain in full force an effect with no change in contract funding.

SECTION 3. That the Council Chairman or in his absence, the Vice Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared adopted on this the 8th day of December, 2010.

ATTACHMENT E

PEOPLES CONTRACT – AMENDMENT NO. 1

On motion of Mr. Roberts, seconded by Mr. Thomas the following resolution was offered:

RESOLUTION NO. 117791

A resolution authorizing Amendment No. 1 to Contract Number 55-11608 between Jefferson Parish and People's Community Subsidiary, Inc. dated January 28, 2011. The contract is for the redevelopment of seven (7) of the properties transferred to Jefferson Parish by the Louisiana Land Trust and the Amendment will extend the expiration date of the contract to December 31, 2012 and remove the lien waiver provision with no change in the amount of HOME Funding provided. (Council District 3)

WHEREAS, project planning and development has taken longer than expected; and

WHEREAS, People's Community Subsidiary has requested additional time be granted under the contract in order to redevelop the seven (7) properties; and

WHEREAS, the Department of Community Development recommends that the extension of time and the removal of the lien waiver provision of the contract be granted.

NOW THEREFORE BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Jefferson Parish is authorized to enter into Amendment No. 1 to Contract Number 55-11608 with People's Community Subsidiary, Inc. dated January 28, 2011 and that said amendment will extend the contract expiration date to December 31, 2012 and allow for the removal of the lien waiver provision of the contract.

SECTION 2. That there is no change in the amount of HOME Funding provided and all of the other terms and conditions of the contract will remain the same except as designated herein.


SECTION 3. That the Council Chairman or in his absence, the Vice Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7 NAYS: None ABSENT: None

The resolution was declared to be adopted on this the 26th day of October, 2011.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT F

PEOPLES CONTRACT – AMENDMENT NO. 2

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 120054

A resolution authorizing Amendment No. 2 to Contract Number 55-11608 dated January 28, 2011 between Jefferson Parish and People's Community Subsidiary, Inc. The contract is for the redevelopment and disposition of seven (7) Properties transferred to Jefferson Parish by the Louisiana Land Trust. Amendment No. 2 will extend the expiration date of the contract to December 31, 2013 or until all properties are sold, whichever occurs first, with no change in the amount of HOME funding provided.

(Council District 3)

WHEREAS, Contract Number 55-11608 was amended with Amendment No. 1 Resolution No. 117791 dated October 26, 2011 and Resolution No. 115809 dated December 8, 2010 and Resolution No. 115631 dated November 3, 2010; and

WHEREAS, project planning, development and disposition has taken longer than expected; and

WHEREAS, People's Community Subsidiary has requested that additional time be granted under the contract in order to sell the properties as part of a First-Time Homebuyer Program; and

WHEREAS, the Department of Community Development recommends that the extension of time be granted.

NOW THEREFORE BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1: That Jefferson Parish is authorized to enter into Amendment No. 2 to Contract Number 55-11608 with People's Community Subsidiary, Inc. to extend the contract expiration date to December 31, 2013 or until all properties are sold, whichever occurs first.

SECTION 2. That there is no change in the amount of HOME Funding provided and all of the other terms and conditions of the contract will remain the same except as designated herein.

SECTION 3. That the Council Chairman or in his absence, the Vice Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this resolution.

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


YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the **12th day of December, 2012.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT G

PEOPLES CONTRACT – AMENDMENT NO. 3

On motion of **Mr. Spears**, seconded by **Mr. Roberts**, the following resolution was offered as amended:

RESOLUTION NO. 120584

A resolution to authorize the Department of Community Development to grant the request of People's Community Subsidiary, Inc. ("People's") to modify Contract Number 55-11608, dated January 28, 2011, between Jefferson Parish ("the Parish") and People's, and to thereby grant a limited exception to Section 20 (Conflict of Interest) to allow a People's employee to submit an application to the Jefferson Parish First Time Homebuyer's Program to assist in the purchase of one of the seven (7) affordable housing units identified in Section 2 (Services to be Accomplished by the CHDO), known as the Jefferson 7/LRA 7 Project. The contract is for the redevelopment and disposition of seven (7) properties transferred to Jefferson Parish by the Louisiana Land Trust. Amendment No. 3 of Contract Number 55-11608 will permit a limited exception to Section 20, in accord with HUD regulations [24 C.F.R. Sec. 92.356(f)], to allow a People's employee to acquire one of the properties, with no change in the amount of HOME funding provided. (Council District 3)

WHEREAS, Contract Number 55-11608 was amended with Amendment No. 2 by Resolution 120054 dated December 12, 2012 and Amendment No.1 by Resolution No. 117791 dated October 26, 2011 and Resolution No. 115809 dated December 8, 2010 and Resolution No. 115631 dated November 3, 2010; and

WHEREAS, the Parish, a home rule entity pursuant to the 1954 Constitution of Louisiana as amended in 1974, has been designated a "Participating Jurisdiction" by the United States Department of Housing and Urban Development (HUD) under the provisions of the Cranston-Gonzalez National Affordable Housing Act, as amended, and the Parish has received an entitlement of funds as a result of said Act; and

WHEREAS, People's, a not-for-profit organization in the state of Louisiana, is a designated Community Housing Development Organization (CHDO) that receives HOME funds from Jefferson Parish, pursuant to Contract No. 55-11608, dated January 28, 2011; and

WHEREAS, Contract Number 55-11608 provides that People's shall perform services related to the redevelopment of seven (7) affordable housing units, known as the Jefferson 7/LRA 7 Project, to be sold to qualified first-time home buyers in accordance with the Jefferson Parish HOME Investment Partnership Program First Time Homebuyers Program; and

WHEREAS, the HOME regulations at 24 CFR Sec. 92.356(f) provide that certain employees, agents, consultants, officers, and officials of the Participating Jurisdiction, recipient or subrecipient may not engage in a financial transaction or contract or benefit from a HOME assisted activity or program; and

WHEREAS, the HOME regulations also provide that a Participating Jurisdiction may, in its discretion, grant an exception to HUD's conflict rules on a case by case basis; and

WHEREAS, the Department of Community Development, in consideration of the following factors set for in 24 C.F.R. Sec. 92.356(f), is satisfied that (1) the individual to receive the benefit of the program belongs to the group of low-income persons intended to be the beneficiaries of assisted housing and the exception will permit him/her to receive generally the same interests or benefits as are being made available or provided to the group as a whole; (2) the individual to receive the benefit(s) of the program(s) is not employed in a position or involved in the

functions, responsibilities or the decision making process related to either the Jefferson Parish First Time Homebuyers Program (HOME) or the Jefferson 7/LRA 7 Project; (3) the tenant protection requirements of 24 C.F.R. 92.253 are not applicable in this case; (4) affirmative marketing requirements are being observed and followed; and (5) the requested exception is proper and in keeping with the overall goal and purpose of the program to provide affordable housing options for low income residents of Jefferson Parish; and

WHEREAS, state and local law generally prohibit a "public servant" from participating in a financial transaction with its agency and/or employer (La. R.S. 42:1113A); and

WHEREAS, the Louisiana Board of Ethics issued its Advisory Opinion (Docket No. 2012-2301) on February 15, 2013 stating that the People's employee herein is not a "public servant" of Jefferson Parish that would be prohibited from participating in the Jefferson Parish First Time Homebuyer's Program; and

WHEREAS, the Parish, in the interest of full disclosure and the avoidance of any appearance of impropriety or conflict of interest, seeks to enhance affordable and fair housing opportunities for the citizens of Jefferson Parish; and

WHEREAS, the Department of Community Development recommends that the exception be granted.

NOW THEREFORE BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1: The Department of Community Development is authorized to grant the requested exception and to amend Section 20 of Contract No. 55-11608 to provide such an exception at the discretion of the Director, upon the approval of Parish Administration and upon disclosure to the Parish Council.

SECTION 2. That there is no change in the amount of HOME Funding provided and all of the other terms and conditions of the contract will remain the same except as designated herein.

SECTION 3. That the Council Chairman or in his absence, the Vice Chairman be and is authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the **13th day of March 2013.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT H

PEOPLES CONTRACT – AMENDMENT NO. 4

On Motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 121175

A resolution authorizing **Amendment No. 4 to Contract No. 55-11608** between the Parish of Jefferson and **People's Community Subsidiary, Inc.** dated January 28, 2011 between Jefferson Parish and People's Community Subsidiary, Inc. The contract is for the **redevelopment and disposition of seven (7) properties transferred to Jefferson Parish by the Louisiana Land Trust**. Amendment No. 4 will increase the contract funding by \$22,333; from \$581,777 to \$604,110 (Council District 3).

WHEREAS, Contract Number 55-11608 was amended with Amendment No. 3 by Resolution No. 120584 dated March 13, 2013, Amendment No. 2 by Resolution No. 120054 dated December 12, 2012 and Amendment No. 1 by Resolution No. 117791 dated October 26, 2011, Resolution No. 115809 dated December 8, 2010 and Resolution No. 115631 dated November 3, 2010; and

WHEREAS, project planning, development and disposition has taken longer than expected; and

WHEREAS, People's Community Subsidiary has requested additional funds be granted under the contract for interest, insurance, security, and lawn maintenance in order to sell the properties transferred to Jefferson Parish by the Louisiana Land Trust; and

WHEREAS, the Department of Community Development recommends that the increase of funding be granted under the contract in order to sell the properties.

NOW THEREFORE BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1: That Jefferson Parish is authorized to enter into Amendment No. 4 to Contract No. 55-11608 with People's Community Subsidiary, dated January 28, 2011.

SECTION 2. That said amendment will increase the contract amount from \$581,777 to \$604,110 which is an increase of \$22,333.

SECTION 3: That the additional funding will be expended from Budget Account No. 21340-1185-139-7331-13305-2743.

SECTION 4. That all of the other terms and conditions of the Agreement will remain the same except as designated herein.

SECTION 5. That the Council Chairman or in his absence, the Vice Chairman, be and is hereby authorized to execute said amendment

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


YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the **26th day of June, 2013**.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT I

PEOPLES CONTRACT – AMENDMENT NO. 5

On motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 122105

A resolution authorizing Amendment No. 5 to Contract Number 55-11608 dated January 28, 2011 between Jefferson Parish and **People's Community Subsidiary, Inc.** The contract is for the redevelopment and disposition of seven (7) **Properties** transferred to Jefferson Parish by the Louisiana Land Trust. Amendment No. 5 will **extend the expiration date of the contract to December 31, 2014** or until all properties are sold, whichever occurs first. Amendment No. 5 will **increase the contract funding by \$11,451; from \$604,110 to \$615,561.**

(Council District 3)

WHEREAS, Amendment No. 4 will extend the expiration date of the contract from December 31, 2013 to December 31, 2014.

WHEREAS, Contract Number 55-11608 was amended with Amendment No. 4 by Resolution No. 121175 dated June 26, 2013, Amendment No. 3 by Resolution No. 120584 dated March 13, 2013, Amendment No. 2 by Resolution No. 120054 dated December 12, 2012 and Amendment No.1 by Resolution No. 117791 dated October 26, 2011, Resolution No. 115809 dated December 8, 2010 and Resolution No. 115631 dated November 3, 2010; and

WHEREAS, project planning, development and disposition has taken longer than expected; and

WHEREAS, People's Community Subsidiary has requested that additional time be granted under the contract in order to sell the properties as part of a First-Time Homebuyer Program; and

WHEREAS, the Department of Community Development recommends that the extension of time be granted.

NOW THEREFORE BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1: That Jefferson Parish is authorized to enter into Amendment No. 5 to Contract Number 55-11608 with People's Community Subsidiary, Inc. to extend the contract expiration date to December 31, 2014 or until all properties are sold, whichever occurs first.

SECTION 2. That said amendment will increase the contract amount from \$604,110 to \$615,561 which is an increase of \$11,451.

SECTION 3. That the additional funding will be expended from Budget Account No. 21340-1185-139-7331-13305-2743.

SECTION 4. That all of the other terms and conditions of the Agreement will remain the same except as designated herein.

SECTION 5. That the Council Chairman or in his absence, the Vice Chairman, be and is authorized to execute said amendment.

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


YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 11th day of December, 2013.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT J

PEOPLES CONTRACT – AMENDMENT NO. 6

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 124103

A resolution authorizing Amendment No. 6 to Contract Number 55-11608 dated January 28, 2011 between Jefferson Parish and People's Community Subsidiary, Inc. The contract is for the redevelopment and disposition of seven (7) Properties transferred to Jefferson Parish by the Louisiana Land Trust. Amendment No. 6 will extend the expiration date of the contract to December 31, 2015 or until all properties are sold, whichever occurs first. (Council District 3)

WHEREAS, Contract Number 55-11608 was amended with Amendment No. 5 by Resolution No. 122105 dated December 11, 2013, Amendment No. 4 by Resolution No. 121175 dated June 26, 2013, Amendment No. 3 by Resolution No. 120584 dated March 13, 2013, Amendment No. 2 by Resolution No. 120054 dated December 12, 2012 and Amendment No. 1 by Resolution No. 117791 dated October 26, 2011, Resolution No. 115809 dated December 8, 2010 and Resolution No. 115631 dated November 3, 2010; and

WHEREAS, project planning, development and disposition has taken longer than expected; and

WHEREAS, People's Community Subsidiary has requested that additional time be granted under the contract in order to sell the properties as part of a First-Time Homebuyer Program; and

WHEREAS, the Department of Community Development recommends that the extension of time be granted.

NOW THEREFORE BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Jefferson Parish is authorized to enter into Amendment No. 5 to Contract Number 55-11608 with People's Community Subsidiary, Inc. to extend the contract expiration date to December 31, 2015 or until all properties are sold, whichever occurs first.

SECTION 2. That there is no change in the amount of HOME funding provided and all other terms and conditions of the contract will remain the same except as designated herein.

SECTION 3. That all of the other terms and conditions of the Agreement will remain the same except as designated herein.

SECTION 4. That the Council Chairman or in his absence, the Vice Chairman, be and is authorized to execute said amendment.

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


YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 10th day of December, 2014.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT K

FEDERAL CHDO DEFINITION- 24 CFR 92.2

Federal CHDO Definition 24 CFR 92.2

Community housing development organization means a private nonprofit organization that:

- (1) Is organized under State or local laws;
- (2) Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- (3) Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. A community housing development organization may be sponsored or created by a for-profit entity, but:
 - (i) The for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm.
 - (ii) The for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit entity may not appoint the remaining two-thirds of the board members; and
 - (iii) The community housing development organization must be free to contract for goods and services from vendors of its own choosing;
- (4) Has a tax exemption ruling from the Internal Revenue Service under section 501(c) (3) or (4) of the Internal Revenue Code of 1986 (26 CFR 1.501(c)(3)-1);
- (5) Does not include a public body (including the participating jurisdiction). An organization that is State or locally chartered may qualify as a community housing development organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members may be public officials or employees of the participating jurisdiction or State recipient. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members;
- (6) Has standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
- (7) Has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;
- (8) Maintains accountability to low-income community residents by:
 - (i) Maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representative of low-income neighborhood organizations. For urban areas, "community" may be a neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State); and
 - (ii) Providing a formal process for low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of affordable housing;
- (9) Has a demonstrated capacity for carrying out activities assisted with HOME funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization; and
- (10) Has a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, an organization must be able to show one year of serving the community before HOME funds are reserved for the organization. However, a newly created organization formed by local churches, service organizations or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community.

ATTACHMENT L

DISBURSEMENTS TO PEOPLES

Jefferson Parish FMS
DATE 2/08/18
TIME 14:58:06

FINANCIAL MANAGEMENT CONTRACT PAYABLE LISTING

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						BALANCES		
CONTRACT	DESCRIPTION	START DATE	END DATE	STS	ORIGINAL	EXPENSED	ENCUMBERED	REMAINING
55-00011608	REDEVELOPMENT OF LA LAND TRUST VENDOR: PEOPLE'S COMMUNITY SUBSIDIARY	1/28/2011	12/31/2015	C	615,561.00	615,561.00	.00	.00
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-01 - LRA REDEVELOPMENT		PAID	11608-01	10/26/2011	1.0000	EA	44,298.2400	44,298.2400
INVOICED ITEMS . . .			1					44,298.2400
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-02 - LRA REDEVELOPMENT O		PAID	11608-02	11/03/2011	1.0000	ONLY	58,500.0000	58,500.0000
INVOICED ITEMS . . .			1					58,500.0000
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-03 - PROJECT: PCS: 640		PAID	11608-03	12/02/2011	1.0000	EA	26,000.0000	26,000.0000
INVOICED ITEMS . . .			1					26,000.0000
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-04 - AFFORDABLE HOUSING		PAID	11608-04	12/06/2011	1.0000	ONLY	11,700.0000	11,700.0000
INVOICED ITEMS . . .			1					11,700.0000
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-05 - AFFORDABLE HOUSING		PAID	11608-05	1/17/2012	1.0000	ONLY	227,500.0000	227,500.0000
INVOICED ITEMS . . .			1					227,500.0000
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-06 - AFFORDABLE HOUSING		PAID	11608-06	2/03/2012	1.0000	ONLY	43,575.0000	43,575.0000
INVOICED ITEMS . . .			1					43,575.0000
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-07 - AFFORDABLE HOUSING		PAID	11608-07	4/02/2012	1.0000	ONLY	3,762.0000	3,762.0000
INVOICED ITEMS . . .			1					3,762.0000
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-09 - AFFORDABLE HOUSING		PAID	11608-09	8/03/2012	1.0000	ONLY	97,587.0000	97,587.0000
INVOICED ITEMS . . .			1					97,587.0000
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT

Jefferson Parish FMS
DATE 2/08/18
TIME 14:58:06

FINANCIAL MANAGEMENT
CONTRACT PAYABLE LISTING

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THAZELBA

		-----BALANCES-----						
CONTRACT	DESCRIPTION	START DATE	END DATE	STS	ORIGINAL	EXPENSED	ENCUMBERED	REMAINING
11608-11	- AFFORDABLE HOUSING	PAID	11608-11	9/25/2012	1.0000	ONLY	6,219.0700	6,219.0700
INVOICED ITEMS . . . :		1						
								6,219.0700
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-12	- AFFORDABLE HOUSING	PAID	11608-12	9/26/2012	1.0000	ONLY	2,100.7500	2,100.7500
INVOICED ITEMS . . . :		1						
								2,100.7500
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-13	- AFFORDABLE HOUSING	PAID	11608-13	8/07/2013	1.0000	ONLY	4,985.5700	4,985.5700
INVOICED ITEMS . . . :		1						
								4,985.5700
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-14	- AFFORDABLE HOUSING	PAID	11608-14	8/20/2013	1.0000	ONLY	3,589.9000	3,589.9000
INVOICED ITEMS . . . :		1						
								3,589.9000
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-15	- AFFORDABLE HOUSING	PAID	11608-15	8/26/2013	1.0000	ONLY	2,575.8800	2,575.8800
INVOICED ITEMS . . . :		1						
								2,575.8800
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-16	- AFFORDABLE HOUSING	PAID	11608-16	9/24/2013	1.0000	ONLY	2,575.8800	2,575.8800
INVOICED ITEMS . . . :		1						
								2,575.8800
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-17	- AFFORDABLE HOUSING	PAID	11608-17	10/31/2013	1.0000	ONLY	3,242.7900	3,242.7900
INVOICED ITEMS . . . :		1						
								3,242.7900
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-18	- AFFORDABLE HOUSING	PAID	11608-18	3/17/2014	1.0000	ONLY	2,314.7400	2,314.7400
INVOICED ITEMS . . . :		1						
								2,314.7400
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-19	- AFFORDABLE HOUSING	PAID	11608-19	3/17/2014	1.0000	ONLY	16,741.1800	16,741.1800
INVOICED ITEMS . . . :		1						
								16,741.1800

Jefferson Parish FMS
DATE 2/08/18
TIME 14:58:06

FINANCIAL MANAGEMENT
CONTRACT PAYABLE LISTING

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		-----BALANCES-----						
CONTRACT	DESCRIPTION	START DATE	END DATE	STS	ORIGINAL	EXPENSED	ENCUMBERED	REMAINING
ITEM DESCRIPTION		STATUS	INVOICE #	INV DATE	QUANTITY	U/M	COST/UNIT	TOTAL AMOUNT
11608-08	Affordable Housing; L	PAID	12626	6/26/2012	1.0000	ONLY	40,950.0000	40,950.0000
INVOICED ITEMS . . . :		1						
								40,950.0000
TOTAL CONTRACTS . . . :		1						
TOTAL INVOICED ITEMS:		18						
								598,218.0000

TOTAL DISBURSEMENTS \$598,218

CERTIFICATES OF COMPLETION

**JEFFERSON PARISH
INSPECTIONS AND CODE ENFORCEMENT**

CERTIFICATE OF COMPLETION

DATE ISSUED: **July 2, 2012**

PERMIT NO.: **RW-238250-11**

JOB LOCATION: **2052 BETTY BLVD**

COMPLETION DATE: **June 29, 2012**

Based on the records of this office, on the date of issuance, this certifies the above construction was completed in accordance with the applicable provisions of the Building and Related Construction Codes of Jefferson Parish.

Certificates of completion are issued subject to the laws, ordinances, and regulations enforced by the Jefferson Parish Department of Inspection and Code Enforcement.

Sincerely,



**John Piglia
Regulatory Manager**

JEFFERSON PARISH INSPECTIONS AND CODE ENFORCEMENT

CERTIFICATE OF COMPLETION

DATE ISSUED: **April 24, 2012**

PERMIT NO.: **RW-238256-11**

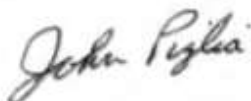
JOB LOCATION: **6401 RUE LOUIS PHILLIPE**

COMPLETION DATE: **April 23, 2012**

Based on the records of this office, on the date of issuance, this certifies the above construction was completed in accordance with the applicable provisions of the Building and Related Construction Codes of Jefferson Parish.

Certificates of completion are issued subject to the laws, ordinances, and regulations enforced by the Jefferson Parish Department of Inspection and Code Enforcement.

Sincerely,



**John Piglia
Regulatory Manager**

JEFFERSON PARISH INSPECTIONS AND CODE ENFORCEMENT

CERTIFICATE OF COMPLETION

DATE ISSUED: April 24, 2012

PERMIT NO.: RW-238255-11

JOB LOCATION: 6425 RUE LOUIS PHILLIPE

COMPLETION DATE: April 23, 2012

Based on the records of this office, on the date of issuance, this certifies the above construction was completed in accordance with the applicable provisions of the Building and Related Construction Codes of Jefferson Parish.

Certificates of completion are issued subject to the laws, ordinances, and regulations enforced by the Jefferson Parish Department of Inspection and Code Enforcement.

Sincerely,



**John Piglia
Regulatory Manager**

JEFFERSON PARISH INSPECTIONS AND CODE ENFORCEMENT

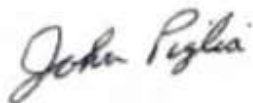
CERTIFICATE OF COMPLETION

DATE ISSUED: **April 24, 2012**
PERMIT NO.: **RW-238219-11**
JOB LOCATION: **6437 RUE LOUIS PHILLIPE**
COMPLETION DATE: **April 23, 2012**

Based on the records of this office, on the date of issuance, this certifies the above construction was completed in accordance with the applicable provisions of the Building and Related Construction Codes of Jefferson Parish.

Certificates of completion are issued subject to the laws, ordinances, and regulations enforced by the Jefferson Parish Department of Inspection and Code Enforcement.

Sincerely,



John Piglia
Regulatory Manager

JEFFERSON PARISH INSPECTIONS AND CODE ENFORCEMENT

CERTIFICATE OF COMPLETION

DATE ISSUED: **April 27, 2012**

PERMIT NO.: **RW-238241-11**

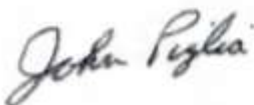
JOB LOCATION: **6501 RUE LOUIS PHILLIPE**

COMPLETION DATE: **April 26, 2012**

Based on the records of this office, on the date of issuance, this certifies the above construction was completed in accordance with the applicable provisions of the Building and Related Construction Codes of Jefferson Parish.

Certificates of completion are issued subject to the laws, ordinances, and regulations enforced by the Jefferson Parish Department of Inspection and Code Enforcement.

Sincerely,



John Piglia
Regulatory Manager

JEFFERSON PARISH INSPECTIONS AND CODE ENFORCEMENT

CERTIFICATE OF COMPLETION

DATE ISSUED: **April 27, 2012**

PERMIT NO.: **RW-238244-11**

JOB LOCATION: **6581 RUE LOUIS PHILLIPE**

COMPLETION DATE: **April 26, 2012**

Based on the records of this office, on the date of issuance, this certifies the above construction was completed in accordance with the applicable provisions of the Building and Related Construction Codes of Jefferson Parish.

Certificates of completion are issued subject to the laws, ordinances, and regulations enforced by the Jefferson Parish Department of Inspection and Code Enforcement.

Sincerely,



John Piglia
Regulatory Manager

JEFFERSON PARISH INSPECTIONS AND CODE ENFORCEMENT

CERTIFICATE OF COMPLETION

DATE ISSUED: **June 13, 2012**

PERMIT NO.: **RW-238240-11**

JOB LOCATION: **1744 WATLING DR**

COMPLETION DATE: **June 12, 2012**

Based on the records of this office, on the date of issuance, this certifies the above construction was completed in accordance with the applicable provisions of the Building and Related Construction Codes of Jefferson Parish.

Certificates of completion are issued subject to the laws, ordinances, and regulations enforced by the Jefferson Parish Department of Inspection and Code Enforcement.

Sincerely,



**John Piglia
Regulatory Manager**

ATTACHMENT N

HOUSE PHOTOS



2052 BETTY BLVD



6401 RUE LOUIS PHILIPPE



6425 RUE LOUIS PHILIPPE



6437 RUE LOUIS PHILIPPE



6501 RUE LOUIS PHILIPPE



6581 RUE LOUIS PHILLIPE



1744 WATLING DRIVE

ATTACHMENT O

FNBC VERSUS PEOPLES

IMAGED FEB - 2 2017

RECEIVED ORIGINAL WITH PROMISSORY NOTE
FILED / BULK
JAN 31 2017

2000 SL
7742.67

FILED FOR RECORD 01 / 31 / 2017 09:47:34
Stacy A. Lauricella, DY CLERK
JEFFERSON PARISH, LA 835

CODED

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 768-595

FIRST NBC BANK

VERSUS

PEOPLE'S COMMUNITY SUBSIDIARY INC.

FILED: _____

DEPUTY CLERK

**PETITION FOR FORECLOSURE
VIA EXECUTORY PROCESS WITH APPRAISEMENT**

NOW INTO COURT, through undersigned counsel, comes FIRST NBC BANK, a state chartered bank organized and existing under the laws of the State of Louisiana with its registered office in the Parish of Orleans, and respectfully represents as follows:

I.

MADE DEFENDANT HEREIN is PEOPLE'S COMMUNITY SUBSIDIARY INC., a Louisiana Non-Profit Corporation domiciled in the Parish of Jefferson, State of Louisiana.

II.

On April 6, 2015, defendant, PEOPLE'S COMMUNITY SUBSIDIARY INC., did execute a certain Promissory Note (1000131235), in favor of FIRST NBC BANK, in the principal amount of \$831,000.00. Under the terms of the Note, defendant, PEOPLE'S COMMUNITY SUBSIDIARY INC., agreed to pay the aggregate unpaid principal balance of loan advances made, together with simple interest being assessed on the unpaid principal balance at a variable rate basis, commencing on April 6, 2015, and continuing until the note is paid in full. Defendant further agreed to pay its loan on demand or, if no demand was made, to pay 6 monthly consecutive interest payments, beginning May 6, 2015, with interest calculated on the unpaid principal balances using an interest rate based on the WALL STREET JOURNAL PRIME, rounded up to the nearest 0.001, resulting in an initial interest rate of 5.00% per annum based on a year of 360 days; 53 monthly consecutive principal and interest payments in the initial amount of \$4,893.80 each, beginning November 6, 2015, with interest calculated on the

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unpaid principal balances using an interest rate of 5.000% *per annum* based on a year of 360 days; and one principal and interest payment of \$752,384.93 on April 6, 2020, with interest calculated on the unpaid principal balances using an interest rate of 5.000% *per annum* based on a year of 360 days. The original Note is attached hereto, made a part hereof, and marked for identification herewith as Petitioner's Exhibit "A."

III.

The said Promissory Note provides that should defendant, PEOPLE'S COMMUNITY SUBSIDIARY INC., fail to make any payment under any of the indebtedness in favor of Petitioner when due, that the said note would be in default and petitioner shall then have the right, at its sole option, to declare formally said Promissory Note to be in default and to accelerate its maturity and insist upon immediate payment in full of the unpaid principal balance then outstanding under said Promissory Note, plus accrued interest, together with reasonable attorneys' fees, costs, expenses and other fees and charges as provided therein.

IV.

Petitioner has declared formally the note described in paragraph II, above, to be in default and avers that the said Promissory Note has matured, has not been paid, is exigible, and that there remains unpaid a balance in the sum of \$820,611.40, together with accrued interest in the amount of \$32,980.82 (as of January 19, 2017), plus continuing interest thereon at the default rate of twenty one (21%) percent *per annum* based on a year of 360 days, until paid, as well as late charges of \$2,500.00, and that twenty-five (25%) percent attorneys' fees are due, owing, and unpaid.

V.

On October 17, 2011, defendant, PEOPLE'S COMMUNITY SUBSIDIARY INC., granted a multiple indebtedness mortgage in favor of FIRST NBC BANK, securing the payment of the subject Promissory Note, described above, on the following described properties:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 24E, West of the Mississippi River, Jefferson Parish Louisiana, which said

resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

LOT 5, SQUARE A, bounded by Rue Louis Philippe Betty Boulevard, a drainage servitude and 60 foot United Gas Pipe Line Company Right of Way. Said Lot 5 begins 212 feet from the corner of Rue Louis Philippe and Betty Boulevard, and measures thence 53 feet front on Rue Louis Philippe, same width in the rear by a depth of 110 feet between equal and parallel lines. All as more fully shown on survey by J.J. Krebs & Sons, Inc., dated April 2, 1973.

The improvements thereon bear the Municipal No. 6437 Rue Louis Philippe, a/k/a Rue Louis Phillippe.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 23E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

SQUARE A is bounded by Rue Louis Philippe, 60 foot United Gas Pipe Line Company Right of Way, Drainage Servitude in rear and Betty Boulevard. Said Lot 14 commences 689 feet from the corner of Betty Boulevard and Rue Louis Philippe, 70 feet front on Rue Louis Philippe, 52.96 feet in rear, 110 feet on Betty Boulevard side and 111.31 feet on the opposite sideline. All in accordance with a plan of survey by J.J. Krebs & Sons, Inc., dated September 1, 1977, a copy of which is annexed to COB 905, folio 237.

The improvements thereon bear the Municipal NO. 6401 Rue Louis Philippe, a/k/a Rue Louis Phillippe.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 23E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726,

folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

LOT 1, SQUARE F is bounded by Rue Louis Philippe, Betty Boulevard, Quinn Street and the southwesterly and southeasterly lines of the subdivision. Said Lot NO. 1 forms the corner of Rue Louis Philippe and Betty Boulevard, and measures thence 53 feet front on Rue Louis Philippe, same width in the rear, by a depth of 110 feet between equal and parallel lines, all as more fully shown on survey made by J.J. Krebs & Sons, Inc., dated September 22, 1972, resurveyed May 2, 1973.

The improvements thereon bear the Municipal NO. 6501 Rue Louis Philippe, a/k/a Rue Louis Philippe.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 23E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

LOT NO. 21, SQUARE F is bounded by Rue Louis Philippe, Betty Boulevard, Quinn Street and the southwesterly and Southeasterly line of the subdivision, and said lot is more particularly described as follows: Lot No. 21 commences at a distance of 1059 feet, on a curved line, from Rue Louis Philippe and Betty Boulevard, and measures thence 52 feet front, on a curved line, on Rue Louis Philippe, with a width in the rear of 61.03 feet by a depth on the sideline nearer to Betty Boulevard of 110.74 feet, and depth on the opposite sideline of 115.79 feet, all as more fully shown on the survey made by J.J. Krebs & Sons, Inc., C.E., dated December 27, 1972, revised March 20, 1973 and March 5, 1973. And according to survey by Sterling Mandle, Land Surveyor, dated March 9, 1977, said property has the same boundaries, designations and measurements as above set forth, except that said property is bounded in the rear by the southerly line of the subdivision.

The improvements thereon bear the Municipal No. 6581 Rue Louis Philippe, Marrero, LA 70072.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being

a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 23E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

LOT 36, SQUARE G, bounded by Betty Boulevard, Benedict Drive, Rue Louis Philippe, Water Drive, Paine Drive. Said Lot 36 begins 508.59 feet from the corner of Betty Boulevard and Rue Louis Philippe, and measure thence 60 feet front on Betty Boulevard, the same width in the rear, by a depth of 90 feet between equal and parallel lines. All in accordance with a plat of survey by J.J. Krebs & Sons, Inc., dated October 23, 1973.

The improvements thereon bear the Municipal NO. 2052 Betty Boulevard, Marrero, LA 70072.

This act is made and accepted subject to the following:

1. Any and all restrictions, conditions, and/or servitudes which may appear in the chain of title; said reference thereto is not to be construed as an extension, recreation or re-establishment thereof.
2. Any and all servitudes, encroachments, encumbrances, and/or exceptions that would have been revealed by a current survey of the referenced property.
3. Road Home Agreement dated November 17, 2009, recorded in COB 3260, folio 238. (1744 Watling Drive)
4. Road Home Agreement dated September 29, 2009, recorded in COB 3253, folio 828. (6437 Rue Louis Philippe)
5. Restrictive Covenants registered in COB 739, folio 438. (6401 Rue Louis Philippe)
6. Five (5') foot servitude across the rear of property. (6401 Rue Louis Philippe)
7. Right of way in favor of Louisiana Power & Light Company, registered in COB 736, folio 756 and COB 736, folio 759. (6401 Rue Louis Philippe)
8. Mineral rights reservation by Patricia and Ronald Warmington, by act dated November 19, 2007, registered under COB 3223, folio 110. (6401 Rue Louis Philippe)
9. Road Home Agreement dated September 29, 2009, recorded in COB 3253, folio 820. (6401 Rue Louis Philippe)
10. Servitude to Louisiana Power & Light Company, June 9, 1971, in COB 736, folio 759, measuring five feet along the entire rear line of the lot. (6501 Rue Louis Philippe)

11. Restrictions in act dated June 17, 1971, registered in COB 739, folio 438. (6501 Rue Louis Philippe)
12. Servitude to Louisiana Power & Light Company, dated June 9, 1971, in COB 736, folio 756, five feet along the entire rear line of lot. (6501 Rue Louis Philippe)
13. Road Home Agreement dated September 29, 2009, recorded in COB 3253, folio 836. (6501 Rue Louis Philippe)
14. Restrictions in act dated June 17, 1971, registered in COB 739, folio 438. (6581 Rue Louis Philippe)
15. Servitude in favor of Louisiana Power & Light Co., dated June 9, 1971, registered in COB 736, folio 756, and COB 736, folio 759, Paris of Jefferson, across the rear 5 feet of the lot. (6581 Rue Louis Philippe)
16. Road Home Agreement dated September 29, 2009, recorded in COB 3253, folio 862. (6581 Rue Louis Philippe)
17. Restrictions dated June 17, 1971, registered in COB 739, folio 438. (2052 Betty Boulevard)
18. Five (5') foot servitude across the rear of the property. (2052 Betty Boulevard)
19. Right of way in favor of Louisiana Power & Light Company across the rear five feet of the property recorded in COB 736, folio 759. (2052 Betty Boulevard)
20. Right of way in favor of Entergy Louisiana, LLC, dated May 17, 2006, recorded in COB 3165, folio 985, Entry NO 10626943. (Lots 7-9, 44-46, Anderson Place Subdivision)

Said mortgage was passed before a Notary Public, George S. Ruppenicker, and two (2) witnesses, all of which more fully appears from a certified copy of said mortgage, which is attached hereto, and made part hereof, as if copied *in extenso* and marked for identification as Petitioner's Exhibit "B."

VI.

FIRST NBC BANK has granted a partial release of the above described mortgage only insofar as to the following properties: 1744 Watling Drive, Marrero, LA 70072; 6425 Rue Louis Philippe, Marrero, LA 70072; and Lots 7-9 and ~~44-46~~, Anderson Place Subdivision.

VII.

On April 6, 2015, defendant, PEOPLE'S COMMUNITY SUBSIDIARY INC., granted a Multiple Indebtedness Mortgage in favor of FIRST NBC BANK, securing the payment of the subject Promissory Note, described above, on the following described properties:

THAT CERTAIN LOT OF GROUND, together with all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the 3RD DISTRICT of the Parish of Orleans, State of LOUISIANA, in the City of NEW ORLEANS, in Square No. 18 of SOUTH SHORES SUBDIVISION NO. 2 bounded by Symmes Avenue, Carter Street, Means Avenue and Queisser Street, designated as LOT T on a survey made by J.J. Krebs and Sons, Inc., Surveyors, dated June 12, 1974, a copy of which is annexed to the Vendors Act of Purchase, passed before me, Notary, this date, and according thereto, said LOT commences 120 feet from the corner of Symmes Avenue and Queisser Street, measures thence 60 feet front on Symmes Avenue, same width in the rear, by a depth of 100 feet between equal and parallel lines.

The improvements thereon bear the municipal address 7421 Symmes Avenue, New Orleans, LA 70127.

AND

ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the THIRD DISTRICT of the City of NEW ORLEANS, State of LOUISIANA, in that part thereof known as NORTH KENILWORTH SUBDIVISION, and according to a plan of said subdivision by Gandolfo, Kuhn and Associates, CE & S, dated February 24, 1969, and revised on August 20, 1969; approved by the New Orleans City Planning commission on September 26, 1969, under docket no. 135/68, registered in COB 691, folio 644, Orleans Parish, LA, said lot or parcel of ground is designated as LOT 2 of SQUARE M, which square is bounded by Dartmoor Drive, Aberdeen Rd, Grove 71, Afton Drive and Daniel Drive and Morrison Road.

According to the aforesaid plan, said lot commences at a distance of 61.52 feet from the corner of Dartmoor Drive and Morrison Road and measures thence 61 feet front on Dartmoor Drive, the same width in the rear, by a depth between equal and parallel lines of 108.89 feet.

The improvements thereon bear the municipal address 7311 Dartmoor Drive, New Orleans, LA 70127.

This act is made and accepted subject to the following:

1. Any and all restrictions, conditions, and/or servitudes which may appear in the chain of title; said reference thereto is not to be construed as an extension, recreation or re-establishment thereof.
2. Any and all servitudes, encroachments, encumbrances, and/or exceptions that would have been revealed by a current survey of the referenced property.
3. Restrictions as contained in Act before Omar F. Kuebel, Jr., NP, dated March 8, 1966, registered in COB 6733, folio 181.
4. Subject to the mineral reservation contained in Act from LaKratt Corp. to Felix F. Monteleone, by an Act before Frank J. Rabito, NO, dated May 12, 1967, registered in COB 674, folio 692.

5. Restrictions that are contained in the Act of Sale before Omer F. Kuebel, Jr., NO, dated December 30, 1969.

6. A 5' servitude across the rear of said lot for utilities. Notation of same is made for reference only and not to be construed as a recreation or renewal of same in any manner whatsoever.

Said mortgage was passed before a Notary Public, and two (2) witnesses, all of which more fully appears from a certified copy of said mortgage, which is attached hereto, and made part hereof, as if copied *in extenso* and marked for identification as Petitioner's Exhibit "C."

VIII.

Venue is proper in this Honorable Court as per Louisiana Code of Civil Procedure Article 2633 and Article 42(2).

IX.

Further, in said Mortgages, defendant, PEOPLE'S COMMUNITY SUBSIDIARY INC., **confessed Judgment** upon said note and mortgages and consented that if same were not paid in accordance with the terms and conditions thereof, that said properties might be seized and sold by executory process for cash with or without benefit of appraisalment, and without the necessity of legal demand for payment, or putting in default. The said Act of Mortgages further provides that defendant does not have the right to sell the said properties to the prejudice of the said act. The said acts further provides that defendant will pay the reasonable fees of the attorney employed to collect the said note and mortgages. Defendant has likewise waived all homestead exemptions.

X.

Petitioner alleges that the above described Mortgages secures the repayment to Petitioner of all advances made by it for the payment of taxes, insurance premiums, and repairs or maintenance on the above described properties as well as late charges on the monthly installments which may be paid or accrued during the pendency of this suit.

XI.

Petitioner avers amicable demand to no avail.

WHEREFORE, the premises and annexed documents and affidavit considered, petitioner, FIRST NBC BANK prays that an order of EXECUTORY PROCESS issue herein; that, immediately, a Writ of Seizure and Sale issue herein, directing the Sheriff for the Parish of

Jefferson to seize and, after due advertisements, delays, requisites, and formalities, save those expressly waived in the above described Act of Mortgage, to sell the said properties in paragraph V, above, described according to law, for cash and **with the benefit of appraisal**; petitioner further prays that, immediately, a Writ of Seizure and Sale issue herein, directing the Sheriff for the Parish of Orleans to seize and, after due advertisements, delays, requisites, and formalities, save those expressly waived in the above described Act of Mortgage, to sell the said properties in paragraph VII, above, described according to law, for cash and **with the benefit of appraisal**; and to pay and satisfy the claim of your petitioner on Promissory Note 1000131235 in the sum of \$820,611.40, together with accrued interest in the amount of \$32,980.82 (as of January 19, 2017), plus continuing interest thereon at the default rate of twenty one (21%) percent *per annum* based on a year of 360 days, until paid, as well as late charges of \$2,500.00, and twenty-five (25%) percent attorneys' fees due on the principal balance; plus any sums paid by petitioner during the pendency of this suit as authorized by the Note or Mortgages, including but not limited to taxes, insurance premiums, and maintenance or appraisals of the above described properties, together with all other charges permitted by the Note and Mortgages, including pre-payment penalties, late charges, and all costs of Court; and that out of the proceeds of said sale, petitioner be paid the amount of the said claim by preference and priority over all other persons and creditors whomsoever; and for all necessary orders and decrees; and for general and equitable relief.

Respectfully Submitted:
FIRST NBC BANK

By: 

GREGORY J. ST. ANGELO (LSBA #24886)

BRADLEY J. ST. ANGELO (LSBA #36948)

JEFFREY K. CLEMENT, JR. (LSBA#35452)

Attorneys for First NBC Bank

210 Baronne Street

New Orleans, LA 70112

(504) 262-2284; Fax (504) 262-2045

PLEASE SERVE NOTICES OF SEIZURE AND APPRAISER:

PEOPLE'S COMMUNITY SUBSIDIARY INC.

Through Registered Agent for Service of Process

Betty Martin (**personal service only**)

1745 Buccola Ave.

Marrero, LA 7007

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 708-595

DIVISION "F"

FIRST NBC BANK

VERSUS

PEOPLE'S COMMUNITY SUBSIDIARY INC.

FILED: _____

DEPUTY CLERK


ORDER

Considering plaintiff's petition and the exhibits and finding that plaintiff is entitled hereto,

IT IS ORDERED that a writ of seizure and sale issue commanding the Sheriff for the Parish of Jefferson to seize and sell the properties described in paragraph V of the petition affected by the mortgage and/or privilege as prayed for and according to law.

IT IS FURTHER ORDERED that a writ of seizure and sale issue commanding the Sheriff for the Parish of Orleans to seize and sell the properties described in paragraph VII of the petition affected by the mortgage and/or privilege as prayed for and according to law.

Gretna, Louisiana, this 31st day of January, 2017.


JUDGE

CODED

ATTACHMENT P

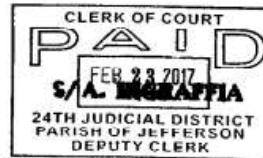
NOTICE OF SEIZURE

Jefferson Parish Sheriff's Office



62

JEFFREY CLEMENT, JR.
Attorney for Plaintiff
210 BARONNE STREET
NEW ORLEANS, LA 70112
(504) 262-2284



Notice of Seizure was recorded with recorder of mortgages Clerk of Court, Parish of Jefferson Entry #
_____ on _____ at _____

Case # 768-595

Division F

Court 24TH JDC

FIRST NBC BANK

VERSUS

02/23/2017 10:42:13 AM JEFF PAR 5087309 hrb \$63.00
11707660 MORTGAGE BOOK 4724 PAGE 42

PEOPLE'S COMMUNITY SUBSIDIARY INC.

To: PEOPLE'S COMMUNITY SUBSIDIARY, INC
THROUGH ITS REGISTERED AGENT FOR THE SERVICE OF PROCESS, BETTY MARTIN
PERSONAL SERVICE ONLY
1745 BUCCOLA AVE
MARRERO, LA 70072

TAKE NOTICE, That I have seized, and, in three days from the service hereof, shall proceed to advertise and sell, according to law, the following described property, to wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 24E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

LOT 5, SQUARE A, bounded by Rue Louis Philippe Betty Boulevard, a drainage servitude and ou root United Gas Pipe Line Company Right of Way. Said Lot 5 begins 212 feet from the corner of Rue Louis Philippe and Betty Boulevard, and measures thence 53 feet front on Rue Louis Philippe, same width in the rear by a depth of 110 feet between equal and parallel lines. All as more fully shown on survey by J.J. Krebs & Sons, Inc., dated April 2, 1973.

The improvements thereon bear the Municipal No. 6437 Rue Louis Philippe, a/k/a Rue Louis Philippe.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 23E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

SQUARE A is bounded by Rue Louis Philippe, 60 foot United Gas Pipe Line Company Right of Way, Drainage Servitude in rear and Betty Boulevard. Said Lot 14 commences 689 feet from the corner of Betty Boulevard and Rue Louis Philippe, 70 feet front on Rue Louis Philippe, 52.96 feet in rear, 110 feet on Betty Boulevard side and 111.31 feet on the opposite sideline. All in accordance with a plan of survey by J.J. Krebs & Sons, Inc., dated September 1, 1977, a copy of which is annexed to COB 905, folio 237.

The improvements thereon bear the Municipal NO 6401 Rue Louis Philippe, a/k/a Rue Louis Philippe.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of

11707660

Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 23E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

LOT 1, SQUARE F is bounded by Rue Louis Philippe, Betty Boulevard, Quinn Street and the southwesterly and southeasterly lines of the subdivision. Said Lot NO. 1 forms the corner of Rue Louis Philippe and Betty Boulevard, and measures thence 53 feet front on Rue Louis Philippe, same width in the rear, by a depth of 110 feet between equal and parallel lines, all as more fully shown on survey made by J.J. Krebs & Sons, Inc., dated September 22, 1972, resurveyed May 2, 1973.

The improvements thereon bear the Municipal NO. 6501 Rue Louis Philippe, a/k/a Rue Louis Philippe.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 23E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

LOT NO. 21, SQUARE F is bounded by Rue Louis Philippe, Betty Boulevard, Quinn Street and the southwesterly and southeasterly line of the subdivision, and said lot is more particularly described as follows: Lot No. 21 commences at a distance of 1059 feet, on a curved line, from Rue Louis Philippe and Betty Boulevard, and measures thence 52 feet front, on a curved line, on Rue Louis Philippe, with a width in the rear of 61.03 feet by a depth on the sideline nearer to Betty Boulevard of 110.74 feet, and depth on the opposite sideline of 115.79 feet, all as more fully shown on the survey made by J.J. Krebs & Sons, Inc., C.E., dated December 27, 1972, revised March 20, 1973 and March 5, 1973. And according to survey by Sterling Mandle, Land Surveyor, dated March 9, 1977, said property has the same boundaries, designations and measurements as above set forth, except that said property is bounded in the rear by the southerly line of the subdivision.

The improvements thereon bear the Municipal No. 6581 Rue Louis Philippe, Marrero, LA 70072.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Lincoln Shire Subdivision, being a resubdivision of a portion of Section 7, 87 & 88, T 14S, R 23E, West of the Mississippi River, Jefferson Parish Louisiana, which said resubdivision was approved by the Jefferson Parish Council on November 19, 1970, under Ordinance No. 9889, same being registered in COB 726, folio 57, and amended by Ordinance No. 10022, approved by the Jefferson Parish Council on February 25, 1971, which said Ordinance is registered in COB 730, folio 287, which said Ordinance as approved were in accordance with a certain plan of survey by J.J. Krebs & Sons, Inc., dated September 3, 1970, and which lot is designated and measures on said survey as follows, to-wit:

LOT 36, SQUARE G, bounded by Betty Boulevard, Benedict Drive, Rue Louis Philippe, Water Drive, Paine Drive. Said Lot 36 begins 508.59 feet from the corner of Betty Boulevard and Rue Louis Philippe, and measure thence 60 feet front on Betty Boulevard, the same width in the rear, by a depth of 90 feet between equal and parallel lines. All in accordance with a plat of survey by J.J. Krebs & Sons, Inc., dated October 23, 1973.

The improvements thereon bear the Municipal NO. 2052 Betty Boulevard, Marrero, LA 70072.

This act is made and accepted subject to the following:

1. Any and all restrictions, conditions, and/or servitudes which may appear in the chain of title; said reference thereto is not to be construed as an extension, recreation or re-establishment thereof.
2. Any and all servitudes, encroachments, encumbrances, and/or exceptions that would have been revealed by a current survey of the referenced property.
3. Road Home Agreement dated November 17, 2009, recorded in COB 3260, folio 238. (1744 Watling Drive)
4. Road Home Agreement dated September 29, 2009, recorded in COB 3253, folio 828. (6437 Rue Louis Philippe)
5. Restrictive Covenants registered in COB 739, folio 438. (6401 Rue Louis Philippe)
6. Five (5') foot servitude across the rear of property. (6401 Rue Louis Philippe)
7. Right of way in favor of Louisiana Power & Light Company, registered in COB 736, folio 756 and COB 736, folio 759. (6401 Rue Louis Philippe)
8. Mineral rights reservation by Patricia and Ronald Warmington, by act dated November 19, 2007, registered under COB 3223, folio 110. (6401 Rue Louis Philippe)
9. Road Home Agreement dated September 29, 2009, recorded in COB 3253, folio 820. (6401 Rue Louis Philippe)

10. Servitude to Louisiana Power & Light Company, June 9, 1971, in COB 736, folio 759, measuring five feet along the entire rear line of the lot. (6501 Rue Louis Philippe)
11. Restrictions in act dated June 17, 1971, registered in COB 739, folio 438. (6501 Rue Louis Philippe)
12. Servitude to Louisiana Power & Light Company, dated June 9, 1971, in COB 736, folio 756, five feet along the entire rear line of lot. (6501 Rue Louis Philippe)
13. Road Home Agreement dated September 29, 2009, recorded in COB 3253, folio 836. (6501 Rue Louis Philippe)
14. Restrictions in act dated June 17, 1971, registered in COB 739, folio 438. (6581 Rue Louis Philippe)
15. Servitude in favor of Louisiana Power & Light Co., dated June 9, 1971, registered in COB 736, folio 756, and COB 736, folio 759. Paris of Jefferson, across the rear 5 feet of the lot. (6581 Rue Louis Philippe)
16. Road Home Agreement dated September 29, 2009, recorded in COB 3253, folio 862. (6581 Rue Louis Philippe)
17. Restrictions dated June 17, 1971, registered in COB 739, folio 438. (2052 Betty Boulevard)
18. Five (5') foot servitude across the rear of the property. (2052 Betty Boulevard)
19. Right of way in favor of Louisiana Power & Light Company across the rear five feet of the property recorded in COB 736, folio 759. (2052 Betty Boulevard)
20. Right of way in favor of Entergy Louisiana, LLC, dated May 17, 2006, recorded in COB 3165, folio 985, Entry NO. 10626943. (Lots 7-9, 44-46, Anderson Place Subdivision)

11707660

Jefferson Parish Sheriff's Office



Case # 768-595

Division F

Court 24TH JDC

11707660

to pay and satisfy the writ of SEIZURE AND SALE - REAL ESTATE DATED January 31, 2017 issued in this case, say the sum of \$820,611.40 with interest and cost.

Please be advised that in accordance with **LA R.S. 13:4363** you are directed to name an appraiser to value the property seized in the above captioned matter; you are required to notify the Sheriff, Parish of Jefferson of the **name and address of your appointed appraiser before Friday the 31 of March, 2017**. The appraisal shall be made and delivered to the Sheriff, Parish of Jefferson at least two days, exclusive of holidays, prior to the sale.

This matter is scheduled for the Sheriff's sale on the April 12, 2017, at 10:00 A.M.

This property is being seized pursuant to R.S. 13:3851 through 13:3861. The property will be sold at public auction at the Jefferson Parish Sheriff Office Complex, 1233 Westbank Expressway, Harvey, LA, on the date and time as noted herein.

Please be aware that the Sheriff's sale date may change. You may contact the Sheriff's Office to find out the new date when the property is scheduled to be sold. The new sale date will also be published in the local newspaper in accordance with R. S. 43:203. If the seized property is residential property, you may be afforded the opportunity to bring your account in good standing by entering into a loss mitigation agreement with your lender, or by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. You are strongly encouraged to seek legal counsel. If you cannot afford to pay an attorney, you may be able to qualify for free legal services. Foreclosure prevention counseling services through a housing counselor, including loss mitigation, are provided free of charge. To find a local housing counseling agency approved by the U.S. Department of Housing and Urban Development, you may contact the U.S. Department of Housing and Urban Development or the Louisiana Housing Corporation.

Date Issued: 2/21/2017


Deputy Sheriff

TO SAME: Please let me know immediately if you desire the Sheriff to insure above described property, and if so, please state in writing the amount of insurance and the time; and also arrange with this office for the payment of the premium.

ATTACHMENT Q

LOC ASSIGNMENT TO GIROD

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

CASE NO. 768-595

DIVISION "F"

FIRST NBC BANK

VS.

PEOPLE'S COMMUNITY SUBSIDIARY, INC.

FILED: _____

DEPUTY CLERK

**MOTION TO SUBSTITUTE PARTY PLAINTIFF, AND TO ENTER APPEARANCE ON
BEHALF OF SUBSTITUTED PARTY**

Come now Girod LoanCo, LLC and the law firm of Adams and Reese LLP, pursuant to La. CCP Art. 807 and respectfully moves this Court (1) to substitute Girod LoanCo, LLC as party Plaintiff; and (2) to allow Adams and Reese LLP to enter an appearance on behalf of Girod LoanCo, LLC, and shows the following in support:

1.

First NBC Bank filed its Petition for Foreclosure Via Executory Process with Appraisement on January 31, 2017.

2.

On April 28, 2017, the Louisiana Office of Financial Institutions, through John Ducrest, Commissioner, in the matter styled *In re First NBC Bank, New Orleans, LA, a Louisiana Bank*, No. 17-4057, Civil District Court for the Parish of Orleans, State of Louisiana, filed a Motion to Close and Liquidate First NBC Bank and to Confirm Appointment of Receiver.

3.

By order dated April 28, 2017, the FDIC was appointed as Receiver for First NBC Bank. A copy of this Motion and Order are attached hereto in globo Exhibit 1.

4.

The assets, which are the subject matter of this lawsuit, were transferred from the FDIC to Girod LoanCo, LLC. By virtue of the transfer, Girod LoanCo, LLC is the current holder of the note and guaranty agreements that form the basis of the claims in this litigation. A copy of the Allonge to Promissory Note is attached hereto as Exhibit 2.



24th JDC Civil Fax Filed:11/30/2017 16:55:24 Case:768595 Div:F ID:13482

5.

Rule 807 of the Louisiana Rules of Civil Procedure provides that when there is a transfer of interest, the Court may substitute the transferee as the party litigant.

6.

Due to the closure of First NBC Bank, and the fact that Girod LoanCo, LLC is the current holder of the note and guaranty agreements, undersigned counsel respectfully seek to substitute Girod LoanCo, LLC as the party plaintiff, and to enter an appearance on its behalf.

Wherefore, premises considered, undersigned counsel respectfully moves this Court to (1) permit substitution of Girod LoanCo, LLC as party Plaintiff and current holder of the note and guaranty agreements that underlie the claims in this litigation; and (2) permit undersigned counsel to enter an appearance on behalf of Girod LoanCo, LLC as substituted party plaintiff. Respectfully submitted, this the 30th day of November, 2017.

Respectfully submitted,

ADAMS AND REESE LLP

By: Scott R. Cheatham
SCOTT R. CHEATHAM #31658
ROBERT PARROTT #37511
ADAMS AND REESE LLP
4500 One Shell Square
New Orleans, LA 70139
Telephone (504) 581-3234
Facsimile (504) 566-0210
robin.cheatham@arlaw.com
scott.cheatham@arlaw.com
Attorneys for Girod LoanCo, LLC

CERTIFICATE OF SERVICE

I do hereby certify that I have this 30th day of November, 2017, served a copy of the above and foregoing Motion to Substitute Party Plaintiff, and to Enter Appearance on Behalf of Substituted Party:

People's Community Subsidiary, Inc.
Through its Agent for Service of Process
Betty Martin
2021 Hampton Drive
Harvey, Louisiana 70072

Scott R. Cheatham
Scott R. Cheatham



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24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

CASE NO. 768-595

DIVISION "F"

FIRST NBC BANK

VS.

PEOPLE'S COMMUNITY SUBSIDIARY, INC.

FILED: _____

DEPUTY CLERK

**ORDER GRANTING MOTION TO SUBSTITUTE PARTY PLAINTIFF, AND TO
ENTER APPEARANCE ON BEHALF OF SUBSTITUTED PARTY**

Considering the above and foregoing Motion of Girod LoanCo, LLC and Adams and Reese LLP to Substitute Girod LoanCo, LLC as Party Plaintiff and to Enter Appearance of Adams and Reese LLP on behalf of Girod LoanCo, LLC, the Court being of the Opinion that said motion is proper and relief requested should be granted, accordingly;

IT IS ORDERED, that Girod LoanCo, LLC is hereby substituted as Party Plaintiff for First NBC in this proceeding;

IT IS FURTHER ORDERED, that Adams and Reese LLP have entered an appearance on behalf of Girod LoanCo, LLC as substituted party plaintiff.

Gretna, Louisiana, this _____, day of _____, 2017.

JUDGE



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IN THE MATTER OF
FIRST NBC BANK,
NEW ORLEANS, LA, A LOUISIANA
BANKING CORPORATION

17-4057
FILED
DOCKET NO. _____ Div. _____
* CIVIL DISTRICT COURT
* PARISH OF ORLEANS
* STATE OF LOUISIANA

**MOTION TO CLOSE AND LIQUIDATE FIRST NBC
BANK AND TO CONFIRM APPOINTMENT OF RECEIVER**

NOW INTO COURT, through undersigned counsel, comes JOHN DUCREST, Commissioner of Financial Institutions of the State of Louisiana, Conservator, who moves this Honorable Court as follows:

1.

John Ducrest was confirmed as the Conservator of First NBC Bank (hereafter "FNBC") by this Court on April 28, 2017, at 9:15 A.M. Central Standard time.

2.

The Conservator has investigated the circumstances and has determined that the closure, appointment of a receiver and immediate liquidation of FNBC is required by law.

3.

Deposit accounts in FNBC are insured by the Federal Deposit Insurance Corporation (hereinafter "FDIC").

4.

Pursuant to LSA-R.S. 6:367(A), after conducting such investigations as circumstances require, and consultation with the Board of Directors of FNBC, the Conservator has entered into an agreement with the FDIC to terminate deposit insurance of FNBC and to appoint the FDIC to liquidate FNBC.

5.

Any delay in closure may cause a decrease in the value of FNBC, to the detriment of FNBC, its depositors and its insurers.

6.

The Conservator is required by LSA-R.S. 6:391(B) to appoint the FDIC as Receiver when any of the deposits of FNBC are insured by the FDIC. The Conservator has appointed FDIC as receiver of FNBC as evidenced by a copy of the letter attached as Exhibit "C."



VERIFIED
RECEIVED
5-2-17



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7.

The FDIC has signified its willingness to accept the appointment as Receiver and to be confirmed as same, as evidenced by a copy of the Agreement to Terminate Insurance attached hereto as Exhibit "D."

8.

The FDIC is not required to post bond as a condition of its appointment and confirmation as Receiver pursuant to LSA- R.S. 6:391(B).

9.

Upon confirmation of the Conservator, title to all assets of FNBC was vested in the Conservator without the execution of any instruments of conveyance, assignments, transfer, or endorsement pursuant to LSA-R.S. 6:383. The Conservator was also vested with the full and exclusive power of management and control of FNBC pursuant to LSA-R.S. 6:385.

10.

Upon its confirmation as Receiver, the FDIC is to be vested with title to all assets of FNBC without the execution of any instruments of conveyance, assignments, transfer, or endorsement pursuant to LSA-R.S. 6:391(C). The Receiver is also vested with the full and exclusive power of management and control of FNBC, including, without limitation, the powers set forth in LSA-R.S. 6:385.

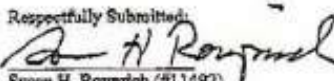
11.

Upon confirmation of the Receiver, FNBC will no longer be under conservatorship and the Conservator should therefore be discharged.

THEREFORE, Mover, JOHN DUCREST, Commissioner of Financial Institutions of the State of Louisiana and Conservator by Order of this Court, prays that:

1. This Motion be acted upon ex parte;
2. First NBC Bank be ordered closed;
3. The liquidation of First NBC Bank be commenced;
4. The appointment of the FDIC as Receiver be confirmed;
5. The Conservator be discharged;
6. All exhibits to these pleadings be placed under seal.

Respectfully Submitted:



Susan H. Roupitch (#11492)
Paul M. Melancon, Jr. (#17054)
Attorneys for the Commissioner
8660 United Plaza Blvd., 2nd Floor
Baton Rouge, LA 70809-7024
Telephone: (225) 925-4633
Facsimile: (225) 922-2592



IN THE MATTER OF

FIRST NBC BANK,

NEW ORLEANS, LA, A LOUISIANA

BANKING CORPORATION

* DOCKET NO. 17-4057 DIV.

* CIVIL DISTRICT COURT

* PARISH OF ORLEANS

* STATE OF LOUISIANA
DISTRICT COURT

ORDER

Considering the above Motion

IT IS HEREBY ORDERED THAT:

1. First NBC Bank is hereby closed;
2. The liquidation of First NBC Bank is hereby ordered to be commenced;
3. The Federal Deposit Insurance Corporation is confirmed as receiver of First NBC Bank;
4. John Ducrest, the Commissioner of Financial Institutions of the State of Louisiana, the Conservator of First NBC Bank, is hereby discharged;
5. The FDIC is hereby vested with title to all assets of First NBC Bank without the execution of any instruments of conveyance, assignments, transfer, or endorsement, and is vested with the full and exclusive management and control of the Bank; and
6. All exhibits to these pleadings be placed under seal of the Court.

Signed in Chambers in the City of New Orleans, Louisiana, on this 28th day of April 2017,
at 4:00 PM P. M., as necessary to accomplish the purposes of this order, but no later
than 4:00 P.M., Central Standard Time, April 28, 2017.


Judge, Civil District Court
(Ad Hoc)



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ALLONGE TO PROMISSORY NOTE

THIS ALLONGE TO PROMISSORY NOTE is made as of November 13, 2017, by the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of First NBC Bank, a Louisiana state non-member bank, and is attached to and a part of that certain Promissory Note payable by PEOPLES COMMUNITY SUBSIDIARY INC. in favor of FIRST NBC BANK, dated April 6, 2015, in the original principal amount of \$831,000.00 as the same may have been modified or amended from time to time.

Pay to the order of

GIROD LOANCO, LLC
Without Recourse

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for
First NBC Bank, New Orleans, Louisiana

By: Maureen Babcock
Name: Maureen Babcock
Its Attorney-in-Fact

1000131735
PEOPLES COMMUNITY SUBSIDIARY INC.





312

017 09:47:34

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CODED

PROMISSORY NOTE

Principal	Loan Date	Maturity Date	Interest Rate	Payment Frequency	Prepayment Penalty	Default Interest	Other
\$801,000.00	04/08/2015	04/08/2025	5.000%	12	100%	150%	

References in this Note are for Lender's use only and do not limit the applicability of this document to any particular loan or loans.

Any item above containing "xxxx" has been omitted due to lost length restrictions.

Borrower: PEOPLES COMMUNITY SUBSIDIARY INC.
1025 WALLER PARKWAY
WEEHOLE, LA 70184

Lender: FIRST NBC BANK
KIDDER OFFICE
3331 CHATEAU BLVD SUITE 19
NEWOR, LA 70085

Principal Amount: \$801,000.00

Date of Note: April 8, 2015

PROMISE TO PAY. PEOPLES COMMUNITY SUBSIDIARY INC. ("Borrower") promises to pay to the order of FIRST NBC BANK ("Lender"), in lawful money of the United States of America the sum of Eight Hundred Thirty-one Thousand & 00/100 Dollars (U.S. \$831,000.00) or such other or lesser amounts as may be reflected from time to time on Lender's books and records as evidenced by the appropriate unpaid principal balance of loan advances made to Borrower on a multiple advance basis as provided herein, together with simple interest at the rate or rates provided herein in the "PAYMENT" paragraph, with interest being calculated on the unpaid principal balance of this Note as evidenced from time to time, commencing on April 8, 2015, and continuing until this Note is paid in full.

MULTIPLE ADVANCE LOAN. This Note contemplates multiple loan advances. Once the total amount of principal has been advanced under this Note, Borrower will not be entitled to further loan advances. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The borrowing person or persons are authorized to request advances and advance payments during the continuation loan period under this Note until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority. LARRYNGE HOLLIS, EXECUTIVE DIRECTOR OF PEOPLES COMMUNITY SUBSIDIARY INC. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) evidenced as any of Borrower's deposit accounts with Lender. This unpaid principal balance owing on this Note at any time may be advanced by endorsement on this Note or by Lender's internal records, including daily computer print-outs.

PAYMENT. Borrower will pay the loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balance as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: a monthly consecutive interest payments, beginning May 8, 2015, with interest calculated on the unpaid principal balance using an interest rate based on the WALL STREET JOURNAL PRIME (the "Index"), plus 2.250% per annum, rounded up to the nearest 0.001, adjusted if necessary for the inclusion and exclusion rate limitations for this loan, resulting in an initial interest rate of 5.000% per annum based on a year of 360 days; 12 consecutive consecutive principal and interest payments in the initial amount of \$4,453.48 each, beginning November 8, 2015, with interest calculated on the unpaid principal balance using an interest rate of 5.000% per annum based on a year of 360 days; and one principal and interest payment of \$732,244.20 on April 8, 2025, with interest calculated on the unpaid principal balance using an interest rate of 5.000% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the lender does not change the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid extension costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the WALL STREET JOURNAL PRIME (the "Index"). The Index is not necessarily the lowest rate offered by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 2.250% per annum. Prior to adding or subtracting any margin to the index, the index is rounded up to the nearest 0.001 percent, resulting in a current rounded index of 2.250%. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. Under no circumstances will the interest rate on this Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law. If interest rate changes occur in the interest rate, at its option, may be one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its Lender, at its option, may be one or more of the following: (A) increase Borrower's payments to ensure borrowing interest, (C) increase the number of Borrower's payments, and (D) decrease Borrower's payments at the same amount and BUREAU Borrower's 5th payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the rate of the interest rate over a year of 365 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the nominal interest rates stated in this Note.

PREPAYMENT. Other than Borrower's obligation to pay any prepayment penalty, Borrower may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If Borrower prepays this Note in full, or if Lender accelerates payment, Borrower understands that, unless otherwise required by law, any prepayment fees or charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Early payments will not, unless agreed to by Lender in writing, release Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends with a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST NBC BANK, KIDDER OFFICE, 3331 CHATEAU BLVD SUITE 19, NEWOR, LA 70085.

LATE CHARGE. If Borrower fails to pay any payment under this Note in full within 10 days of which due, Borrower agrees to pay Lender a late payment fee in an amount equal to 10.000% of the unpaid portion of the regularly scheduled payment with a maximum of \$250.00. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

INTEREST AFTER DEFAULT. If Lender declares this Note to be in default, Lender has the right, prospectively to adjust and fix the simple interest rate under this Note until this Note is paid in full, as follows: (A) if the original principal amount of this Note is \$250,000 or less, the fixed default interest rate shall be equal to six percent (6%) percent per annum based on a year of 360 days, or three (3%) percent per annum in excess of the interest rate under this Note, whichever is greater; (B) if the original principal amount of this Note is more than \$250,000, the fixed default interest rate shall be equal to twenty-one (21%) percent per annum based on a year of 360 days, or three (3%) percent per annum in excess of the interest rate under this Note at the time of default, whichever is greater.

DEFAULT. Each of the following shall constitute an event of default ("Events of Default") under this Note:

Default Under Loan Agreement. If an event of default occurs or exists under the terms of Borrower's Loan Agreement in favor of Lender.

Payment Default. Borrower fails to make any payment when due under this Note.

Default Under Security Agreements. Should Borrower or any guarantor violate, or fail to comply fully with any of the terms and conditions of, or default under any security right, instrument, document, or agreement directly or indirectly securing repayment of this Note.

Other Defaults in Favor of Lender. Should Borrower or any guarantor of this Note default under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Borrower or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may affect any property or other collateral directly or indirectly securing repayment of this Note.

Insolvency. Should the suspension, failure or insolvency, however addressed, of Borrower or any Guarantor of this Note occur or exist.

IMAGED JAN 21 2017

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Death or Incapacity. Should any guarantor of this Note die or be incapacitated.

Reassignment of Indebtedness. Should proceedings for reassignment of indebtedness, reorganization, bankruptcy, composition or extension under any insolvency law be brought by or against Borrower or any guarantor.

Assignment for Benefit of Creditors. Should Borrower or any guarantor file proceedings for a trustee or make a general assignment for the benefit of creditors.

Receivables. Should a receiver of all or any part of Borrower's property, or the property of any guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a Receiver of Borrower or any guarantor are commenced.

Note Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Material Adverse Change. Should any material adverse change occur in the financial condition of Borrower or any guarantor of this Note or should any material discrepancy exist between the financial statements submitted by Borrower or any guarantor and the actual financial condition of Borrower or such guarantor.

Insolvency. Lender in good faith believes itself harassed with regard to repayment of this Note.

LENDER'S RIGHTS UPON DEFAULT. Should any one or more default events occur or exist under this Note as provided above, Lender shall have the right, at Lender's sole option, to declare instantly this Note to be in default and to accelerate the maturity and insist upon immediate payment in full of the gross principal balance then outstanding under this Note, plus accrued interest, together with reasonable attorneys' fees, costs, expenses and other fees and charges as provided herein. Lender shall have the further right, upon Lender's sole option, to declare formal default and to commence the maturity, and to insist upon immediate payment in full of each and every other loan, extension of credit, debt, liability and/or obligation of every nature and kind that Borrower may then owe to Lender, whether direct or indirect or by way of assignment, whether absolute or contingent, guaranteed or unguaranteed, voluntary or involuntary, determined or undetermined, secured or unsecured, whether Borrower is obligated alone or with others on a "several" or "joint and several" basis, as a principal debtor or otherwise, at all without further notice or demand, unless Lender shall otherwise elect.

ATTORNEY'S FEES, EXPENSES. If Lender refers this Note to an attorney for collection, or files suit against Borrower to collect this Note, or if Borrower files for bankruptcy or other relief from creditors, Borrower agrees to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the principal balance due on the loan.

GOVERNED BY LAW. This Note will be governed by federal law applicable to Lender and, in the event not preempted by federal law, the laws of the State of Louisiana without regard to the conflicts of law provisions. This Note has been accepted by Lender in the State of Louisiana.

RETURNED ITEM CHARGE. In the event that Borrower makes any payment under this Note by check or electronic payment and Borrower's check or electronic payment is returned to Lender unpaid for any reason, Borrower agrees to pay Lender a returned item charge in an amount of \$25.00 or 5.000% of the dishonored item (whichever check or electronic payment), whichever is greater.

DEPOSIT ACCOUNTS. As additional security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that Borrower may now and in the future owe to Lender or incur in Lender's service, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any unsecured loans under a consumer credit card account), and to the extent permitted by law, Borrower is granting Lender a continuing security interest in any and all funds that Borrower may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder (with the exception of IRA, pension, and other tax-deferred accounts). Borrower further agrees that, to the extent permitted by law, Lender may at any time apply any funds that Borrower may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that Borrower may then owe to Lender, in principal, interest, fees, costs, expenses, and reasonable attorneys' fees.

COLLATERAL. This Note is secured by Real Estate Collateral. In particular, this Note is secured by a Mortgage or Deed of Trust to a trustee in favor of Lender on real property described as "Real Property located at: 808 ATTACHED EIGHTH and located in JEFFERSON Parish, State of Louisiana; a Mobile Indebtedness Mortgage dated April 8, 2015, in Lender on real property described as "Real Property located at 7311 CARTMOR DR. AND 1421 SYMMES AVE., NEW ORLEANS, LA 70117" and located in ORLEANS Parish, State of Louisiana, and as Assignment of All Rights to Lender on real property described as "Real Property located at 7311 CARTMOR DR. AND 1421 SYMMES AVE., NEW ORLEANS, LA 70117" and located in ORLEANS Parish, State of Louisiana. Collateral securing other loans with Lender may also secure this Note as the result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information as such frequency and in such detail as Lender may reasonably require.

ADDITIONAL PROVISION. BORROWER AGREES THAT FIRST NHC BANK WILL RECEIVE 100% OF THE NET PROCEEDS FROM THE SALE OF ALL DEVELOPED HOMES. THE PROFITS RECEIVED FROM JEFFERSON PARISH WILL BE SENT DIRECTLY TO THE KENNER BRANCH OF FIRST NHC BANK. FAILURE TO COMPLY WITH SAID PROVISION WILL RESULT IN AN EVENT OF DEFAULT.

ADDITIONAL PROVISION. BORROWER AGREES THAT THE UNMARKED INSURANCE PREMIUM THAT IS PRORATED, ONCE MUSIC STREET IS SOLD, WILL BE REMBURSED BACK TO FIRST NHC BANK DIRECTLY FROM THE INSURANCE AGENT.

WAIVERS. Borrower and each guarantor of this Note hereby waives demand, presentment for payment, protest, notice of protest and notice of nonpayment, and all pleas of defense and discussion, and severally agree that their obligations and liabilities to Lender hereunder shall be on a "several" or "joint and several" basis. Borrower and each guarantor further severally agree that discharge or release of any party who is or may be liable to Lender for the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower and each guarantor additionally agree that Lender's acceptance of payment other than in accordance with the terms of this Note, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and remedies granted to Lender shall nevertheless not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower and each guarantor further agree that, should any default event occur or exist under this Note, any waiver or forgiveness on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender's specifically agrees to any such waiver or forgiveness in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower and each guarantor of this Note further agree that any late charges provided for under this Note will not be charged for deferral of time for payment and will not and are not intended to compensate Lender for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charges. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Note will result in damages to Lender, including but not limited to Lender's loss of the use of amounts due, and Borrower agrees that any late charges imposed by Lender hereunder will represent reasonable compensation to Lender for such damages. Failure to pay to full any installment or payment timely when due under this Note, whether or not a late charge is assessed, will result and shall constitute an Event of Default hereunder.

SUCCESSORS AND ASSIGNS LIABLE. Borrower's and each guarantor's obligations and agreements under this Note shall be binding upon Borrower and each guarantor's respective successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Lender under this Note shall inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holder of this Note.

CAPTION HEADINGS. Caption headings in this Note are for convenience purposes only and are not to be used to interpret or define the provisions of this Note.

SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors, heirs, legatees, devisees, administrators, executors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

APPLICABLE LOAN LAW. To the extent not preempted by federal law, this business or commercial loan is being made under the terms and provisions of La. R.S. 9:3536, et seq.



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By LEATHER HOLLIS, EXECUTIVE DIRECTOR OF
PEOPLE'S COMMUNITY FUNDRAISING INC.

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ATTACHMENT R

JP COMMUNITY DEVELOPMENT: ON-SITE MONITORING REPORT



Michael S. Yenni
Parish President

JEFFERSON PARISH

Department of Community Development

Tamithia P. Shaw
Director

June 9, 2017

VIA CERTIFIED MAIL AND

EMAIL: leatricehollis@peoplescommunityla.org

People's Community Subsidiary, Inc
1065 Muller Parkway Suite C
Westwego, Louisiana 70094

RE: ON-SITE MONITORING VISIT

Dear Ms. Hollis:

On April 20, 2017, Ariane Morgan, Eudonaise Lewis, and Tamithia Shaw conducted an on-site monitoring of the agreement between the Parish of Jefferson and People's Community Subsidiary, Inc. (hereinafter referred to as "Peoples")

In order to make a determination relative to compliance with the regulations cited at 24 CFR 92 *et seq.*, staff interviews were conducted and supporting documentation was reviewed. The review concentrated on the following:

- ☐ CHDO Qualification and Capability
- ☐ Reports and Record Keeping
- ☐ Financial Management and Capacity

The results of the review were discussed during the exit conference on April 20, 2017, which concluded the monitoring on behalf of our department. Enclosed is the report summarizing the finding(s) and/or concern(s) resulting from this site visit. A finding is a deficiency in the program's performance based on statutory or regulatory requirements for which sanctions or other corrective actions are authorized. A concern is a deficiency in the program's performance not based on statutory or regulatory requirements that, if left uncorrected, could become a finding.

It should be noted that the conclusions reached as a result of the monitoring were based upon a sampling of the provisions of the agreement and do not relieve People's Community Subsidiary, Inc of its contractual responsibility to assure compliance in all areas in administering the HOME Program activities.

Joseph S. Yenni Building- 1221 Elmwood Park Blvd-Suite 605
Jefferson, Louisiana 70123
Office-504.736.6262
E-mail: TShaw@jeffparish.net
www.jeffparish.net



JEFFERSON PARISH

Department of Community Development

Michael S. Yenni
Parish President

Tamithia P. Shaw
Director

Please carefully review the results of the monitoring and provide adequate documentation and corrective actions to resolve the findings to this office within 30 days of the date of this letter. Should you have any questions or concerns, please feel free to contact Ms. Tamithia P. Shaw, Director, at 504-736-6262.

With kindest regards I remain,



TAMITHIA P. SHAW, ESQ.
DIRECTOR

Attachments

cc: Darryl Ward, Chief Administrative Assistant, Jefferson Parish President Office
Tommy Fikes, Internal Auditor
Jeremy Dwyer, Deputy Parish Attorney

Joseph S. Yenni Building- 1221 Elmwood Park Blvd-Suite 605
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COMPLIANCE MONITORING REPORT
PEOPLE'S COMMUNITY SUBSIDIARY, INC
MONITORING VISIT: APRIL 20, 2017

On April 20, 2017, Ariane Morgan, Eudonaise Lewis, and Tamithia Shaw conducted a monitoring of Contract 55-11608 between the Parish of Jefferson and Peoples Community Subsidiary, Inc. for the redevelopment and disposition of seven (7) properties.

BACKGROUND

The Parish of Jefferson, by virtue of Resolution 115631 adopted on November 3, 2010, was authorized to enter into a contract for \$581,777 with Peoples Community Subsidiary, Inc. (hereinafter "Peoples") for the redevelopment and disposition of seven (7) properties (hereinafter referred to as the "LRA 7") transferred to Jefferson Parish from the Louisiana Land Trust (hereinafter referred to as "LLT"). The subsequent contract became 55-11608. The General Notice to Proceed was issued on February 3, 2011.

This development was for the construction of seven (7) three-bedroom two-bath one-story single family homes located in the Westminster and Lincolnshire subdivisions. The cost of each unit was estimated at \$130,000 totaling \$910,000 plus soft costs approximating \$197,625. The project was also leveraged with a construction Line of Credit from First NBC Bank in an amount not to exceed \$400,000 and \$140,000 from the Louisiana Housing Finance Agency, now referred to as the Louisiana Housing Corporation "LHC".

Contract 55-11608 was later amended by subsequent resolutions adopted by the governing authority. Resolution 115809, adopted on December 8, 2010, provided for a technical addition to the contract by adding language under the Section 6 – Budget Limitations; Resolution 117791, adopted on October 26, 2011, provided for Amendment Number 1, which extended the contract end date until December 31, 2012 and removed the lien waiver provision in the contract; Amendment Number 2, adopted on December 12, 2012 by virtue of Resolution 120054, which provided for an extension of the contract date until December 31, 2013; Amendment Number 3, adopted on March 13, 2013, by virtue of Resolution 120584, provided for an exception to the conflict of laws to allow an employee of Peoples to acquire the property located at 1744 Watling Drive, Marrero, LA; Resolution 121175, adopted on June 26, 2013, provided for Amendment Number 4 to increase the contract by \$22,233 from \$581,777 to \$604,110; Amendment Number 5, by virtue of Resolution 122105, was adopted on December 11, 2013, provided for an extension of the contract until December 31, 2014 and to increase the contract by \$11,451 from \$604,110 to \$615,561; Amendment Number 6, was adopted on December 10, 2014, by virtue of Resolution 124103, which provided for an extension of the contract date until December 31, 2015, or until all properties are sold, whichever occurs first.

As maintenance of the properties was a separate but related matter, Resolution 125758 was adopted on September 23, 2015, to provide operating expenses up to \$30,000 to provide maintenance and upkeep of the properties.

The LRA 7 development consists of seven (7) properties located at the following addresses:

2052 Betty Blvd., Marrero, LA
6401 Rue Louis Philippe, Marrero, LA
6425 Rue Louis Philippe, Marrero, LA
6437 Rue Louis Philippe, Marrero, LA
6501 Rue Louis Philippe, Marrero, LA
6581 Rue Louis Philippe, Marrero, LA
1744 Watling Dr., Marrero, LA

Two (2) of the properties: 1744 Watling Drive and 6425 Rue Louis Philippe, were sold and the remaining properties are currently being rented.

As part of the review, the Monitoring Team reviewed the following program areas.

CHDO Core Review – CHDO qualifications, procurement, contract administration, monitoring, and record keeping policies and procedures, financial management system, Section 504, fair housing, and Section 3.

Project Review – National objective/eligibility, monitoring, procurement and contract review, labor, financial management, Section 504, Section 3, environmental, acquisition.

As a result of the comprehensive core and project review and all Resolution(s) related to contract 55-11608 for the redevelopment of seven properties transferred to Jefferson Parish by the Louisiana Land Trust, we noted the following findings that require corrective action:

Finding Number 1: Peoples failed to maintain its designation as a CHDO as defined by 24 CFR 92.2

Peoples received the funding from the Parish of Jefferson as a result of being a Community Housing Development Organization. A Community Housing Development Organization (CHDO) is a private nonprofit, community-based service organization that has obtained or intends to obtain staff with the capacity to develop affordable housing for the community it serves. The parish, as the participating jurisdiction, has the responsibility to ascertain whether the CHDO is actually capable of carrying out the responsibilities of a CHDO.

Peoples did not provide documentation during the monitoring to demonstrate that it has maintained its status as a CHDO, such as the names of members of its governing board, meeting minutes and/or board resolutions, paid staff capacity to carry out HOME-funded activities, and its current status as a nonprofit.

Corrective Action: Peoples received funding from the Parish of Jefferson because they were designated as a Community Housing Development Organization (CHDO), accordingly Peoples shall submit within 30 days of the date of this letter, proof of its CHDO status.

Finding Number 2: Peoples did not demonstrate that the Development continues to meet the national objective pursuant to 24 CFR 92.1 or recertify its tenants' income as required under HOME pursuant to 24 CFR 92.252

Pursuant to 24 CFR 92.203, Peoples, as a CHDO, has the same requirements and responsibilities as the Parish of Jefferson in the annual income recertification of rental housing occupants to ensure that they are occupied by income eligible tenants. In accordance with 24 CFR 92.252, when the HOME-assisted unit has not been sold within eighteen (18) months following the completion of the project, the property must be rented to eligible tenants who must have their income certified prior to occupancy of the HOME-assisted rental units and must have their incomes recertified annually. During its monitoring, Peoples failed to produce any documentation to show that it has completed an annual income recertification of the tenants occupying the properties that have not been sold. Moreover, it did not demonstrate that the units are well-maintained and/or that the tenants are pleased with the project development and management. As a result of failing to produce any documentation regarding the income recertification, it cannot be determined that the CHDO is adhering to the national objective/eligibility that requires HOME funding to be used for the development of affordable housing for income eligible individuals pursuant to 24 CFR 92.1.

In addition, as there are currently tenants renting the property, Peoples failed to provide the current status of the projects. Through an independent investigation by the Parish of Jefferson, it was determined that the remaining LRA 7 properties are currently in a foreclosure.

Corrective Action: Peoples shall submit within 30 days of the date of this letter, documentation that it has met the national objective/eligibility that requires HOME funding to be used for the development of affordable housing for income eligible individuals, including but not limited to, proof of the income recertification of each tenant occupying the HOME-assisted rental unit, inspection reports of each property, and any documentation demonstrating the current status of the HOME-assisted rental units.

Finding Number 3: Peoples did not demonstrate financial accountability standards that conform to 24 CFR 84.21, "Standards for Financial Management Systems" or 2 CFR 200.302

Peoples did not provide any policies and procedures regarding its financial management system or documentation of its current or previous three (3) year annual operating budget. Peoples also failed to provide documentation that it has been audited by a certified public account, as it did not provide its audit reports pursuant to 2 CFR 200 Part F and La.R.S. 24:513. There was also no documentation of bank account statements. Therefore, it cannot be determined at this time that the CHDO has met the required financial accountability standards, that it is financially solvent, or that its funding sources are likely to continue.

Corrective Action: Peoples shall submit within 30 days of the date of this letter, policies and procedures in accordance with the financial accountability standards and all financial documentation to demonstrate that it is financially solvent, including but not limited to, operating budgets, audit reports, and bank account statements. Peoples shall also provide financial reports that have been forwarded to the Legislative Auditors' Office to demonstrate compliance with Louisiana Revised Statute 24:513 and 24:514.

Finding Number 4: Peoples did not provide record keeping policies and procedures as required by 24 CFR 92.508

Peoples did not provide any policies and procedures regarding the retention of records which is required by any recipient of HOME funds or suitable documentation to demonstrate compliance with HOME requirements. In addition, pursuant to contract provision Section 23, paragraph 11, Reversion of Assets, Peoples did not demonstrate that it has maintained, in adequate detail, financial records regarding the use of HOME funds and supporting documents that will allow monitoring of the appropriate use of HOME funds and support client qualification to receive assistance.

Corrective Action: Peoples shall submit within 30 days of the date of this letter, policies and procedures regarding the retention of records, financial records, and income documentation for client recertification.

Finding Number 5: Peoples did not adhere to all provisions outlined in the Contractual Agreement with Jefferson Parish as required by 24 CFR 92.504

Peoples entered into a contract with the Parish of Jefferson to develop affordable housing to be sold to income eligible individuals and agreed to adhere with certain terms and provisions. Notwithstanding the other contract deficiencies noted elsewhere in this document, the CHDO has the responsibility to adhere to all contractual provisions agreed to by the parties and the failure to adhere to following provisions are the most egregious and must be further addressed by the Internal Auditor and the Parish Attorney's Office:

SECTION 2- SERVICES TO BE ACCOMPLISHED BY THE CHDO

3. Utilize said properties to provide affordable housing to low income residents of Jefferson Parish through the construction of new homes and/or rehabilitation or conversion of acquired properties to be sold to qualified first-time homebuyers in accordance with the Jefferson Parish HOME Investment partnership program First-Time Homebuyers Program.
18. Sell the developed properties at cost or appraised value whichever is lower.
19. Upon sale, repay the Home Funding to the PARISH in accordance with the provisions of SECTION 11, REPAYMENTS, INTEREST AND PROGRAM INCOME.

SECTION 5-PERFORMANCE REPORTS/RECORD KEEPING RESPONSIBILITIES

The CHDO agrees to maintain the following records:

2. For all rental units (if applicable):
 - a. The rents charged (or to be charged) after assistance for each dwelling unit in each structure assisted and
 - b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the CHDO.

SECTION 11 – REPAYMENTS, INTEREST AND PROGRAM INCOME

Program Income means gross income received by the CHDO directly generated from the use of HOME funds or matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program Income includes, but is not limited to, the following:

Proceeds from the sale of property acquired or improved with HOME funds pursuant to the requirements set out in this agreement.

Rental income realized from occupants of acquired property, and

All Program Income received by the CHDO shall be immediately returned to the PARISH upon its receipt by the CHDO.

All Program Income on hand when this Agreement expires, or received after this Agreement's expiration, shall be accounted for by the CHDO and immediately paid to the PARISH.

(Emphasis added.)

Corrective Action: Pursuant to 24 CFR 92.300(a)(6)(ii)(A), the Parish of Jefferson as the participating jurisdiction has the option of requiring the proceeds resulting from the CHDO's investment of its CHDO set aside funds to be returned to the participating jurisdiction. In the executed agreement by the parties, the CHDO was required to remit to the Parish of Jefferson the pro rata share of all program income. There was a total of \$1,155,561 funds used for this project to which the parish contributed its pro-rata share of 53% from HOME funds. Therefore, in accordance with the contractual provisions agreed upon by and between the parties, the CHDO must immediately return to the Parish of Jefferson its pro-rata share, 53%, of any and all program income received as a result of the proceeds of sales of the properties located at 6425 Rue Louis Philippe, Marrero, LA and 1744 Watling Dr., Marrero, LA and its pro-rata share, 53%, of any and all rental income from property located at 2052 Betty Blvd., Marrero, LA, 6401 Rue Louis Philippe, Marrero, LA, 6437 Rue Louis

Philippe, Marrero, LA, 6501 Rue Louis Philippe, Marrero, LA, and 6581 Rue Louis Philippe, Marrero, LA, which was acquired or improved with HOME funds. This matter is being referred to the Internal Auditor and the Parish Attorney's Office for further review.

Risk Assessment

In accordance with the policies and procedures for the Department of Community Development, the Parish is required to conduct a risk analysis on all entities being monitored in order to identify those entities and programs that are most susceptible to fraud, abuse, or mismanagement. The risk analysis provides critical information to effectively target entities and programs that pose the greatest risk to the integrity of Jefferson Parish's CDBG, ESG, and HOME funding, including identification of grantees to be monitored on-site and remotely, the program areas to be covered, and the depth of the review. In completing the Jefferson Parish Risk Assessment, Peoples had a total score that resulted in the project being found to be a high risk level. As a result, no funding will be allocated to this organization in its capacity as a CHDO until a complete review has been completed by the Internal Auditor and the Parish Attorney's Office.

Conclusion

The review of People's Community Subsidiary, Inc has concluded that the development has not been conducted in accordance with the requirements and primary objectives of the HOME program and other applicable federal and state laws. Please note that this monitoring only represented a fraction of the program requirements which may not guarantee the existence of other deficiencies not detected during our onsite review.

During the exit interview, the Jefferson Parish Department of Community Development compliance staff found instances where files were not complete, additional documents had to be requested and/or located, and in some instances peoples was incapable of producing any documentation whatsoever. The extent of the deficiencies noted in this review have caused grave concerns regarding this project; thus, this matter has been forwarded to the Parish Attorney's Office and the Internal Auditor for further review and investigation. This project remains under continuing review until cleared by the Parish Attorney's Office and the Internal Auditor.

Again, we appreciate the cooperation and assistance that was provided by those involved. After reviewing the findings listed above, please submit a response to the issues noted in this report within 30 working days of receipt of this letter. If you have any further questions or comments, please feel free to contact Tamithia P. Shaw at (504) 736-6260 or via email at tshaw@jeffparish.net.