**COOPERATIVE ENDEAVOR AGREEMENT AND**

**ACT OF DONATION FOR**

**AFFORDABLE HOUSING DEVELOPMENT**

**between the**

**CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE**

**OFFICE OF COMMUNITY DEVELOPMENT**

**and**

**DARRELL WILLAMS**

**Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**CITY OF BATON ROUGE, PARISH OF EAST BATON ROUGE**

**AND**

**DARRELL WILLIAMS**

**COOPERATIVE ENDEAVOR AGREEMENT**

**HOME INVESTMENT PARTNERSHIPS PROGRAM**

**AFFORDABLE HOUSING INITIATIVES**

This Cooperative Endeavor Agreement (herein referred to as “Agreement” is entered into made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between the City of Baton Rouge, Parish of East Baton Rouge on behalf of the Mayor’s Office of Community Development (hereinafter referred to as “Division”) and Darrell Williams officially domiciled at 711 Chemin Drive, Baker, Louisiana 70714 (hereinafter referred to as “Contracting Party.”)

WITNESSETH:

* 1. WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions…may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and
	2. WHEREAS, La. R.S. 47:2205 authorizes the City of Baton Rouge, Parish of East Baton Rouge (City-Parish) to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and
	3. WHERAS, the Division desires to cooperate with the Contracting Party in the implementation of an affordable housing development project (hereinafter referred to as “the Project”) as hereinafter provided; and
	4. WHERAS, the Division has the authority to enter into the Agreement as evidenced by its governmental purpose of investing in small minority owned businesses while increasing the City-Parish’s affordable housing stock, reducing blight, and reducing functional homelessness throughout the City-Parish; and
	5. WHEREAS, the City of Baton Rouge, Parish of East Baton Rouge, Department of Public Works, and Office of Community Development is the owner of a certain property together with all improvements thereon identified as (“the Property”) fully identified in Exhibit “B’ *Property Details Report;* more specifically herein identified bearing municipal address

**2840 Washington Ave**

**Baton Rouge, LA 70802; and**

* 1. WHEREAS, the property has been declared as not needed or useful for any public purpose, and said parties herein have declared the Property surplus; and
	2. WHEREAS, the public purpose of this Act of Donation is described as blight reduction, and neighborhood revitalization, through the new construction, reconstruction, and/or rehabilitation of affordable housing; and
	3. WHEREAS, the Division finds that donating the Property to the Contracting Party to facilitate additional affordable housing in the City-Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of this proposed Cooperative Endeavor Agreement (CEA), taken as a whole, is not gratuitous, and that the City-Parish has a demonstrable objective, and reasonable expectation of receiving at least equivalent value in exchange or in the expenditure or transfer; and
	4. WHEREAS, the Division desires to donate the Property to the Contracting Party for those said purposes, provided the Contracting Party perform any and all notice and filing requirements set forth by Louisiana law regarding the transfer of this adjudicated property; and
	5. WHEREAS, the Contracting Party has agreed to such terms; and

**NOW THEREFORE,** in consideration of the premises and the mutual covenants and obligations, including Exhibits attached hereto, and subject to the terms and conditions hereafter stated, the parties hereto agree as follows:

# RECITALS

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

# EFFECTIVE DATE AND TERM

It is understood and agreed that, conditioned upon notification to the Contracting Party that the Property has been approved for participation in the Office of Community Home Investment Partnerships Program Affordable Housing Initiatives program, the last effective date of this agreement shall be the date of execution of this agreement by both parties subject to successful completion of the prerequisites identified herein **Section IV. Terms and Conditions Prerequisite to Transfer** of this Agreement. The term of this agreement shall expire upon the latter of the Affordability Period or sale of the Property to a qualified buyer, as defined in the HOME Investment Partnerships Program (HOME) for the City of Baton Rouge.

# CERTIFICATIONS

The Contracting Party certifies that it is not a for-profit entity.

# TERMS AND CONDTIONS PREREQUISTE TO TRANSFER

The Division shall give, donate, cede, and transfer the Property to the Contracting Party upon satisfactory performance (as determined by the Division) of all the following:

1. Refrain from Improving and Using Property. The Contracting Party shall refrain from erecting or placing new structures or improvements on the Property, and it shall refrain from using the premises to store personal property, movable or immovable, or for any purposes other than maintenance until the terms of all prerequisites as defined herein are satisfied after the Agreement has been fully executed and is effective as determined in **Section II. Effective Date and Term**.
2. Inspection. The Division representatives and assigns shall have the right to enter upon the Property, at reasonable times, for the purpose of inspecting the Property to ensure compliance with the terms of this agreement.
3. Plan Design Approval. The Contracting Party shall submit to the Division for review and approval the Development Plans and Designs for the proposed affordable housing development. Formal Notice of Decision will be provided to the Contracting Party with thirty (30) days of submission.

# TIME PERIOD FOR PERFORMANCE OF PREREQUISITIES

The Contracting Party shall have 180 days (approximately 6 months) from the effective date of this agreement to satisfactorily complete the prerequisites enumerated in Section IV above. In the event Contracting Party fails to satisfactorily perform all requirements prior to or by the deadline, the Division, at its sole option, may terminate this agreement and cause the Act of Donation to be void.

The Division, at its sole option, may donate the Property separately based on the approval(s) of the said requests.

# DONATION OF PROPERTY; TERMS

Upon Contracting Party’s completion, to the satisfaction of the Division, of all of the prerequisites enumerated in Section IV. above, the following terms shall apply to the donation, and these terms are hereby made a part of the Act of Donation as if copied therein:

1. The Division warrants the transfer of the Property only against eviction from the Property resulting from a prior Home Recapture act of the Division.
2. Except for the warranty against eviction resulting from prior acts of the Division, the Property shall be donated to the Contracting Party as is and without any warranties whatsoever, even for redhibition or fitness, and Contracting Party’s waiver and exclusions of those warranties shall be self-operative, in accordance with La. R.S. 47:2207.
3. The Contracting Party shall be responsible for the filing fees associated with the donation of the Property.
4. The donation is made and accepted by the Division subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the East Baton Rouge Parish Clerk of Court’s Office.
5. All developments of this project shall be in conformance with building codes, zoning, ordinances and any other applicable standards and requirements. This Agreement does not include any provisions for the waiver by the Division of its normal requirements for new housing development.
6. In consideration for the donated Property, the Contracting Party shall construct or rehabilitate on and maintain on the Property affordable housing (as defined by HUD standards) for low-to moderate- income families in accordance with the Home Investment Partnerships Program (HOME) policy of the Division, including any Program Agreements, Notes, Mortgages, and Loans, as administered by the Division.
7. Upon completion of construction as evidenced by a Certificate of Occupancy, the Contracting Party shall cause a Restrictive Covenant document, evidencing this Cooperative Endeavor Agreement (to include, the requirements described in Exhibit A, Affordable Housing Restrictions) to be recorded with the East Baton Rouge Parish Clerk of Court.
8. In the event the Contracting Party fails to construct or rehabilitate and maintain affordable housing on any of the Property donated in accordance with paragraph “f” above or fails to perform any of its obligations hereunder subsequent to the execution of the Act of Donation, the Contracting Party shall be in default of this agreement. If, within 30 days of written notice of default by the Division to the Contracting Party, the Contracting Party has failed to remedy such default, it shall be in breach of this agreement. In the event of the Contracting Party’s breach of this agreement, the Division, at its sole option may pursue any of the following remedies against the Contracting Party:
	1. The Division may demand liquidated damages in an amount equal to the fair market value of any Property failing to meet the standards of this Agreement, as further regulated by the HOME Program Guidelines, valued at the time of execution of the Act of Donation, or
	2. The Division may demand, at the Contracting Party’s expense, the revocation of the donation of any Property failing to meet the standards of this Agreement, as further regulated by the HOME Program Guidelines.
9. In the event the Contracting Party sells any of the Property as provided in the HOME Program guidelines within three (3) years following the execution of the Act of Donation of the Property to a buyer not considered low-to moderately- low income, the Contracting Party shall pay the Division an amount equal to fifty (50%) percent of the fair market value of each property so sold. In the event the Contracting Party sells any of the Property as provided after three (3) years, but before five (5) years following the execution of the Act of Donation of the Property to a buyer not considered low-to moderately- low income, the Contracting Party shall pay the Division an amount equal to twenty-five (25%) percent of the fair market value of each property so sold. For purposes of this paragraph, the fair market value of each of the Property sold by the Contracting Party as authorized by the shall be the amount of the purchase price of the property sold by the Contracting Party.
10. Should the Division place this agreement in the hands of an attorney for enforcement, the Contracting Party shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by the Division.
11. The terms and conditions of the Act of Donation shall inure to the benefit of the parties’ successors and assigns, and the obligation to maintain affordable housing shall run with the land.

# CONSTRUCTION CONTRACTING

* 1. The Contracting Party shall cause all work to be performed by properly qualified and licensed parties. All required governmental permits for construction shall be obtained prior to the start of work for which a permit is required. Parties that have been suspended or debarred from participating in federally assisted projects may not perform contract work related to this project. Prior to award of any contract or subcontract for construction, the Contracting Party shall submit such information as the Division may deem reasonably necessary to determine subcontractor license status and the Contracting Party’s compliance with this requirement. The Division will provide written notice as to the eligibility or ineligibility of any potential contractor.
	2. The Contracting Party shall provide the Division with prior notice as to the starting date of the construction and with evidence that all necessary construction permits have been obtained.
	3. The Contracting Party shall require that construction contractors on this project carry and maintain at all times during the performance of work pursuant to this Agreement.
	4. The Contracting Party shall be responsible for provision of adequate Builders Risk Insurance during construction and, after completion of construction, Landlord Insurance thereafter in the event the property is to be managed as rental property, policies to include a loss payee clause naming the City of Baton Rouge-Parish of East Baton Rouge through its Office of Community Development during the period of affordability. The Contracting Party must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by Contracting Party as per the regulations set forth in 2 CFR 200.310.
	5. The City of Baton Rouge-Parish of East Baton Rouge shall be named as Additional Insured on all liability policies during the period of affordability. The Contracting Party shall not allow the commencement of work by any contractor until evidence of insurance has been provided to the Division.
	6. Insurance Certificate(s) shall be provided and said Certificate(s) shall specify date(s) when such insurance expires and shall provide further that not less than thirty (30) days prior written notice on non-renewal, cancellation or any material change in such insurance shall be provided to the Division.
	7. The Contracting Party shall abide by the provisions of Executive Order 11246, as amended, and the implementing federal regulations at 41 CFR Chapter 60. Neither the Contractors, Owners, or other persons doing work, performing service, supplying materials or otherwise receiving benefit under federal funding shall discriminate against any person, whether employee, applicant for employment, contractor, subcontractor, supplier or other person, for reason of race, color, religion, sex, handicap, family status, national or ethnic origin, or age. The Contracting Party shall take affirmative action to ensure that job applicants and employees are treated without regard to their race, color, religion, sex, disability, family status, national or ethnic origin, or age. The Contracting Party, subcontractors, and suppliers shall to the greatest extent feasible give opportunities for training and employment to low-income residents of the project area and award contracts for work in connection with the Division to business concerns located in or owned by persons residing in the area, as provided in the HUD ACT of 1968.

The Contracting Party shall also abide by the provisions of Section 109 of Title 1 of the Housing and Community Development Act. Section 109 provides that no person shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds governed under the Act. Such non-discrimination includes that of employment in connection with activities undertaken pursuant to the Act.

# CONTRACTING PARTY’S COVENANTS

The Contracting Party agrees that it shall comply with all the terms and conditions of the Agreement, instruments executed pursuant thereto and the Federal Regulations of the HOME Program, and that it shall:

* 1. Construct the Project in a timely manner in accordance with the Project Schedule, the approved plans and specifications, in compliance with all applicable the Division laws, regulations, codes and ordinances. The Contracting Part shall notify the Division when construction of the Project is complete. Such notice shall contain certifications or documentation as necessary to establish the following, as appropriate for each component of the project:
		1. certificates of occupancy have been issued for all units in the Project; and
		2. certification that the project has been completed in conformance with the requirements of this Agreement.
	2. Take all steps to maintain and operate the Property in accordance with the provisions of the Agreement.
	3. Continuously comply with all (i) applicable building, fire, licensing, health, sanitation, historic preservation, environmental protection, land use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Property, (ii) the organizational documents of the Contracting Party, and (iii) all restrictions or other encumbrances affecting title to the Property. The Contracting Party agrees to comply with applicable requirements of the national and local boards of fire underwriters and to furnish the Division such evidence thereof as the Division may reasonably require.
	4. Keep proper and separate books of account and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Project, which books and records will be open to inspection by the Division, its agents and representatives at all reasonable times.
	5. Furnish the Division with such reports, financial statements, records and other information relating to the financial condition or operations of the Contracting Party and the construction and operation of the Project, as the Division may reasonably require, including, but not limited to, (i) annual audited financial statements of the Contracting Party (to be delivered to the Division within one hundred twenty (120) days of the end of Contracting Party's fiscal year), (ii) annual reports required under the terms of the Affordable Housing Restriction, and (iii) such other reports to show that the Project is being built and operated consistently with this Agreement, the organizational documents of the Contracting Party, the HOME Program Federal Regulations, and the loan documents.
	6. The Contracting Party realizes that the Division may from time to time be required to undertake auditing procedures to comply with HOME Program Federal Regulations. Therefore, the Contracting Party agrees to cooperate fully with an audit survey of the Project if so requested.
	7. Perform all its obligations under the Agreement and related Exhibits, and any other agreements or instruments to which the Contracting Party is a party, and which relate to the Agreement or to the Project. The Contracting Party shall give notice to the Division of any notice received by it relative to any default or delinquency under any mortgage or agreement which relate to the Loan or to the Project.
	8. Indemnify, exonerate and hold harmless the Division from any and all liability, loss, cost, damage and expense, including reasonable attorney's fees, which it may or shall incur in connection with the Agreement or by reason of any good faith action taken by the Division in relation thereto.
	9. Promptly, and before they expire, renew all licenses or other permits required for operation of the Project, and provide copies of the same within 30 days of receipt to the Division.
	10. Develop all assisted property so to be used for affordable housing in accordance with the affordability restrictions set forth in this Agreement.
	11. Carry out each activity provided for in this Agreement and Exhibits in compliance with all applicable federal laws and regulations described in 24 CFR 92.350 (equal opportunity and fair housing), 92.351 (affirmative marketing), 92.353 (displacement, relocation, and acquisition), 92.355 (lead-based paint), 92.356 (conflict of interest), 92.357 (debarment and suspension) and 42 CFR 4106 (flood insurance).

# INDEMNIFICATION AND STATEMENTS AS TO NO WARRANTIES

The Contracting Party accepts the premises in its present condition and assumes full responsibility for the condition of said premises without any liability or obligation of any kind whatsoever upon the part of the Division. The Contracting Party agrees to protect, defend, indemnify, save and hold harmless the Division, its officers, agents, servants and employees, including volunteers from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of this agreement subsequent to the Act of Donation to be executed between the parties. Contracting Party’s use and maintenance of the premises, and any and all other actions or omissions by the Contracting Party, its officers, agents, servants, and employees, or others on said premises by license or invitation or contract of the Contracting Party. The Contracting Party agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

The Contracting Party acknowledges that the Division has acquired the property by means of the Home Investment Partnerships Program (HOME) Recapture policy and consequently has little or no direct knowledge concerning the current physical or economic characteristics of the property.

The Contracting Party acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that the Contracting Party is satisfied as to the condition and fitness of the Property.

It is understood and agreed that the Property is transferred upon approval and execution of said Agreement by the Division to the Contracting Party “AS IS, WHERE IS” with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

The Contracting Party expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee, Darrell Williams, would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor’s warranty against latent or hidden defects. forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520, *et.* *seq*. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

# TERMINATION

At any time prior to the execution of the Act of Donation, this agreement may be

terminated under any or all of the following conditions:

1. By either party after thirty (30) days written notice to the other.
2. By written mutual agreement and consent of the parties hereto.
3. By the Division for the Contracting Party’s failure to comply with Section V. Time Period for Performance of Prerequisites, herein.
4. By written notice to Contracting Party that the Property has become necessary for use by the Division after a declaration of necessity by the governing authority for the parish.

# NO WAIVER

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

# ASSIGNMENT

During the term of this agreement, the Contracting Party shall not assign, in part or in whole, any rights or obligations granted herein without prior written consent of the Division, and if so consented, all of the conditions and provisions herein shall apply to such substituted party.

# EXHIBITS

The following exhibits are attached to this Loan Agreement, and are incorporated and made a part hereof by reference:

|  |  |
| --- | --- |
| Loan Agreement - Exhibit A | [Exhibit A. Affordable Housing Restrictions](#_Toc116649468)  |
| Loan Agreement - Exhibit B | [Exhibit B. Property Details Report](#_Toc116649469)  |
| Loan Agreement - Exhibit C | [Exhibit C. Affirmative Marketing Plan](#_Toc116649470)  |
| Loan Agreement - Exhibit D | [Exhibit D. Rental Rate Limits](#_Toc116649471)  |
| Loan Agreement - Exhibit E | [Exhibit E. Demographic Data](#_Toc116649472)  |

# AMENDMENT

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

# COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

# DRAFTER

None of the parties hereto shall be deemed to be considered to be the drafter of this agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

This Agreement is signed below by the duly authorized representatives of the Contracting Party and the Division and is made effective on the last date as is hereinafter set out.

Thus done and passed in Baton Rouge, Louisiana, on the \_\_\_\_\_day of \_\_\_\_\_, 20 \_\_\_\_ in the presence of the undersigned competent witnesses.

Darrell Williams

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Darrell Williams

**WITNESSES:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public (Signature)

Notary Public: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name)

Notary ID/ Bar Roll No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement is signed below by the duly authorized representatives of the Developer and the Division and is made effective on the last date as is hereinafter set out.

**CITY OF BATON ROUGE AND**

**PARISH OF EAST BATON ROUGE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Honorable Sharon Weston Broome Date

 Mayor-President

**WITNESSES:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 For Mayor-President (Signature) For Mayor-President (Signature)

**APPROVED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dante Bidwell, Chief of Staff, Mayor’s Office

 o/b/o Office of Community Development

**APPROVED as to form:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OFFICE OF THE PARISH ATTORNEY

**City Of Baton Rouge, Parish Of East Baton Rouge**

**And**

**Darrell Williams**

**Cooperative Endeavor Agreement**

**Office Of Community Development Small Developer Program**

# Exhibit A. Affordable Housing Restrictions

|  |  |
| --- | --- |
| Developer: | Darrell Williams, Contracting Party |
| The Division: | City of Baton Rouge - Parish of East Baton Rouge, Office of Community Development  |
| Act of Donation Agreement Dated: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

The Developer, duly organized and existing under the laws of the State of Louisiana, grants to the City of Baton Rouge-Parish of East Baton Rouge (the City-Parish), its successors and permitted assigns for the purpose of ensuring retention of housing for low and moderate-income level individuals and families, the following described Affordable Housing Restriction on the housing development constructed as the subject of this Agreement. Developer will cause a Restrictive Covenant document, evidencing the Cooperative Endeavor Agreement (CEA) (to include, but not to the exclusion of other concerns, the requirements described in this section) to be recorded with the East Baton Rouge Parish Clerk of Court.

1. The purpose of this Affordable Housing Restriction is to assure that at all housing units in the Project will be sold or leased to low-to-moderate income clients (that is, with family incomes no more than eighty percent (80%) of the Area Median Income (AMI) as determined by HUD at the time of sell or lease execution.
2. The Developer intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Property (i) shall be and are covenants running with the Property, encumbering the Property until December 31, 2031 or seven (7) years from issuance of Certificate of Occupancy, whichever occurs first, binding upon the Developer’s successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer and its successors and assigns (and the benefits shall inure the City-Parish and to any past, present or prospective tenant of the Property). The Developer acknowledges that it has received assistance from the City-Parish in developing the Property as affordable homeownership housing. This Affordable Housing Restriction shall continue in force for its stated terms regardless of any prior repayment of such loan.
3. The Developer hereby agrees that any and all requirements of the laws of the State of Louisiana to be satisfied in order for the Restrictive Covenant to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to ensure that this Affordable Housing Restriction runs with the land.
4. Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to the Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.
5. The Property shall be used for residential housing. Each unit in the Project shall contain complete facilities for living, sleeping, cooking, eating and sanitation which are to be used on other than a transient basis. Each unit in the Project shall meet all applicable local codes and be maintained in accordance with Uniform Physical Condition Standards in accordance with 24 C.F.R. 92.251 or any successor thereto for the duration of the affordability period.
6. The Developer shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual orientation, national origin or any other basis prohibited by law in the sale, use and occupancy of the Project or in connection with the employment or application for employ of persons for the operations and management of the Project. The Developer shall not discriminate against, or refuse to sell or rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 C.F.R. Part 882) or a holder of a rental voucher under the Federal Rental Voucher Program (24 C.F.R., Part 887) or a holder of a comparable document evidencing participation in a HOME Program tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based rental assistance document if such holder is interested in using such assistance to rent the property.
7. (a) During the term of this Affordable Housing Restriction, households of any housing units constructed or rehabilitated shall be reserved for persons whose family incomes are no more than eighty percent (80%) of the median income of the Area (as defined below) ("low income") based on family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A “Family” is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 C.F.R. Part 5 Part 403. The "Area" is defined as East Baton Rouge Parish. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. 813.I 06 (or any successor regulations), with the added stipulations that the units will be reserved for homebuyers with household incomes no higher than eighty percent (80%) of the Area (moderately low income) based on family size as determined by HUD.
8. The Developer represents, warrants and covenants that the determination of whether a Family meets the income requirements set forth herein shall be made by Developer at the time of sale or leasing of a unit in the Project and thereafter, in the case of rental units, at least annually on the basis of the income of such Family at time of determination. Developer shall maintain as part of its Project records copies of all sale and/or lease documents involving units in the Project and all initial and annual income certifications by homebuyers and tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Developer shall provide to the City-Parish annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit in the Project in a manner consistent with 24 CFR 92.252. With respect to Families who moved to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of their initial occupancy at the Project. The annual reports shall be in a form approved by the City-Parish and shall contain such supporting documentation as the City-Parish shall reasonably require. In addition to the foregoing, Developer shall keep such additional records and prepare to submit to City-Parish such additional reports as City-Parish may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.
9. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Property, in either case subject to the prior written consent of the City-Parish.
10. The Developer represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, the Developer (subject to the approval of the City-Parish which will provide the financing, which shall not be withheld unreasonably) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and Developer represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.
11. Any use of the Property or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Developer shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 C.F.R. 92.350 (equal opportunity and fair housing), 92.351 (affirmative marketing), 92.353 (displacement, relocation, and acquisition), and 92.358 (consultant activities). Developer shall also maintain compliance with 24 CFR 92.359 (Violence Against Women Act requirements), including owner notice obligations and owner obligations under the emergency transfer plan. Developer hereby grants to City-Parish and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for inspecting the Property to determine compliance with this Affordable Housing Restriction or any other agreement between Developer and City-Parish.
12. The rights hereby granted shall include the right of City-Parish to enforce this Affordable Housing Restrictions by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the City-Parish will have no adequate remedy at law), and shall be in addition, to, and not in limitation of, any other rights and remedies available to the City-Parish. Developer covenants and agrees to reimburse City-Parish all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof. This provision being in addition to such actions being considered as a default in the loan agreement and the security instrument(s) signed in connection therewith, it shall enable City-Parish to proceed against Developer for violation of the terms and conditions of the security instrument(s), allowing foreclosure proceedings under executory process for all sums due and owing, together with interest, all penalty provisions and attorney's fees.
13. The City-Parish is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Developer on behalf of itself and its successors and assigns appoints the City-Parish its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Developer and its successors and assigns agree to execute any such instruments upon request.
14. Developer shall promptly provide written notice to City-Parish of any re-sale or other transfer of a housing unit prior to satisfactory expiration of the applicable affordability period. In the event of resale to a HOME-eligible homebuyer under the terms and conditions described above, Developer shall provide City-Parish with satisfactory income and demographic data on the subsequent homebuyer so as to enable City-Parish to determine continued compliance with the affordability period requirements.

No portion of the property securing this agreement shall be released from this affordable housing restriction of any portion thereof except by written consent of City-Parish. Said restriction shall remain on the property for the period stated herein and/or until the property or portions thereof have been released therefrom by City-Parish.

1. **Other Program Requirements**
2. **Civil Rights Compliance.** The Developer agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, and Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. **Nondiscrimination.** The Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Developer will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division setting forth the provisions of this nondiscrimination clause.
4. **Section 504.** The Developer agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The Division shall provide the Developer with guidelines necessary for compliance with that portion of the Regulations in force during the term of this Agreement.
5. **Affirmative Action Approved Plan.** The Developer agrees that it shall be committed to carry out, satisfactory to Division, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Developer shall submit a plan for an Affirmative Action Program for approval as is required by the Division.
6. **M/WBE.** The Developer will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the activities covered by this Agreement. As used in this Agreement, the term "minority and women-owned business enterprise' means a business at least Fifty-one (51) percent owned and controlled by minority group members or women. For this definition," minority group members are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Developer may rely on written representations by Sub-Developers regarding their status as minority and/or women-owned business enterprises in lieu of an independent investigation.
7. **Access to Records.** The Developer shall, upon reasonable notice, cause to be furnished all information and reports required hereunder and will permit access to its books, records and accounts by the Division or its agent(s), HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
8. **EEO/AA Statement.** The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that it is an Equal Opportunity or Affirmative Action employer.
9. **Contract/Subcontract Provisions**. The Developer will include the provisions of Paragraphs 22(a), Civil Rights, and 22(d), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Developer or vendor.
10. **Employment Restrictions/Prohibited Activity**. The Developer is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.
11. **OSHA**. Where employees of the Developer are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.
12. **Hatch Act**. The Developer agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Codes.
13. **Procurement of Recovered Materials.** In accordance with 2 CFR 200.322, A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
14. **Records and Reports**

The Developer shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, financial statements, records and accounts by the Division, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

1. **Retention**

All records pertaining to this Project must be retained for the most recent five-year period, except as provided below:

* 1. For rental housing projects, records may be retained for five years after the project completion date; except those records of individual tenant income verifications, project rents and project inspections which must be retained for the most recent five-year period, until five (5) years after the affordability period terminates.
	2. For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five (5) years after the affordability period terminates.
	3. For tenant-based rental assistance projects, records must be retained for five (5) years after the period of rental assistance terminates.
	4. Written agreements must be retained for five (5) years after the Agreement terminates.
	5. Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with Sec. 92.353.
	6. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
1. **Client Data**

The Developer shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Division monitors, the U.S. Department of Housing and Urban Development, or their designees for review upon written request.

1. **Performance Reporting, Monitoring and Evaluation**
2. The Developer agrees, upon written request, to submit to the Division an acceptable Strategic Plan which lays out detailed explanations and plans for the Developer's operations, staffing, revenue generation, expenses, and vision.
3. Authorized representatives of the Developer shall meet with the Division to discuss operations, funding and vision.
4. The Developer further agrees, upon written request, to provide the Division with the following:
	1. Metrics, measurements, and/or benchmarks for qualitative and quantitative measurements of the Developer's operations;
	2. Quarterly reports to the Division outlining revenues, expenditures, budgets, land acquisitions, contracts, personnel, strategies, and other relevant and/or requested operational items; and
	3. Annual progress reports in operational categories measured against benchmarks and/or projected goals.
5. The Division shall provide the Developer with copies of all program brochures/pamphlets, criteria/guidelines and related documents instrumental to the performance of this service.
6. **Enforcement Provisions**

Developer will cause a Restrictive Covenant document, evidencing the obligations in this Agreement, to be recorded with the East Baton Rouge Parish Clerk of Court prior to recordation of any other encumbrance(s). Division retains sole authority to release any portion of the property in question from said covenant or any portion thereof.

1. **Miscellaneous:**
	* 1. **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
		2. **Headings.** Any headings preceding the texts of the several parts hereof shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.
		3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the City of Baton Rouge-Parish of East Baton Rouge and the State of Louisiana.
		4. **Indemnity and Hold Harmless.** The Developer agrees to protect, defend, indemnify, save and hold harmless the Division, all Division Departments, Agencies, Boards and Commissions, their officers, agents, servants and employees, including volunteers, from and against all loss, liability, claim, demand, suit, expense arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise from any act or omission of the Developer, its agents, servants, employees or contractors, or any and all reasonable costs, expense and/or attorney fees incurred by the Developer, as a result of any loss, liability, claim, cause of action, demand, suit, or expense. The Developer agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is without merit, groundless, false or fraudulent.

**City Of Baton Rouge, Parish Of East Baton Rouge**

**And**

**Darrell Williams**

**Cooperative Endeavor Agreement**

**Office Of Community Development Small Developer Program**

# Exhibit B. Property Details Report

|  |  |
| --- | --- |
| **Property Details** | **Data Source:** CITY/PARISH |
| Lot ID Number: [910280375](http://ebrgis.maps.arcgis.com/home/webmap/viewer.html?webmap=2bf0dfbba34f40a280efdf42f17d3901&find=910280375)   *(Click to view the property in a map window)* |
| Address: 2840 WASHINGTON AVE | ZIP Code: 70802 |
| Business Name: |
| Planning District: 9 | Subarea: 1 |
| Lot & Block Map No.: 28 | Lot Number: 20 |
| Subdivision: FAIRFIELDS | Filing: |
| Block Number: 15 | Acreage: 0.14 |
| Property Info: |
| Zoning: [A2](https://city.brla.gov/gis/zoning.asp#A2) | Character Area: Urban/Walkable |
| Overlay District: Old Town |
| Conditional Use: | Township, Range, Section: T7S R1W Sect 41 |
| Existing Land Use: [LDR](https://city.brla.gov/gis/ExistingLandUse.asp#LDR) | Future Land Use: [CN](https://city.brla.gov/gis/FutureLandUse.asp#CN) |
| NAICS Code: | DOTD Number: 37 |
| **Census Information** |
| Census Tract: [9](https://city.brla.gov/gis/censusinfo10.asp?Tract=9) | Enterprise Zone: NO |
| Census Block: 1 | Economic Development Zone: YES |
| **Governmental Boundaries** |
| Jurisdiction: Baton Rouge | Council District: [07](https://www.brla.gov/district7) |
| School District: EBR-3 | Police District: [1B-2](http://ebrgis.maps.arcgis.com/home/webmap/viewer.html?webmap=5b769396ef684f0cbfc853724883d410&feature=Police_District_276;POLICE_DISTRICT_NO;1B-2) |
| Voting Precinct: 1-015 | Fire District: Baton Rouge City Fire |
| LA House of Representative: 67 | Sheriff Subsector: S14 |
| LA Senate: 14 | Garbage Service: TUESDAY AND FRIDAY |
| US House of Representative: 2 | Trash Service: FRIDAY |
| Historic Landmark: | Recycle Service: FRIDAY |
| Industrial Area: No | Mosquito Control: C-52 |
| Crime Prevention District: |   |

**City Of Baton Rouge, Parish Of East Baton Rouge**

**And**

**Darrell Williams**

**Cooperative Endeavor Agreement**

**Office Of Community Development Small Developer Program**

# Exhibit C. Affirmative Marketing Plan

|  |  |
| --- | --- |
| Developer: | Darrell Williams, Contracting Party |
| The Division: | City of Baton Rouge - Parish of East Baton Rouge, Office of Community Development  |
| Act of Donation Agreement Dated: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

Developer shall cause to be established and implemented a written Affirmative Marketing Plan and procedures defining actions to provide information and to otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. The Affirmative Marketing Plan shall include, but not necessarily be exclusively limited to:

1. The methods to be used in informing the public and potential tenants about the availability of housing at the property assisted under this Agreement.
2. Procedures to be used to inform and solicit applications from persons in the housing market areas who are not likely to apply for the housing without special outreach.
3. The use of the Federal Equal Housing Opportunity logotype or slogan shall be contained on all advertisements, press releases, brochures and materials used in the solicitation of tenants or to otherwise inform the public about the availability of housing at the property.
4. A Fair Housing poster shall be displayed at any sales office and community room on the property.
5. A brochure or similar printed document, describing Federal Fair Housing laws shall be provided to each applicant.
6. A record of Developer actions during the Project Period to affirmatively market units shall be maintained by Developer and made available for City-Parish inspection.
7. Developer shall, during the Project Period, annually assess its success of affirmative marketing actions, and provide said assessment, in writing, to City-Parish within 60 days following the end of each calendar year. Developer shall take necessary and appropriate action to correct deficiencies found from this annual assessment, whether identified by Developer or reasonably required of City­ Parish.

**City Of Baton Rouge, Parish Of East Baton Rouge**

**And**

**Darrell Williams**

**Cooperative Endeavor Agreement**

**Office Of Community Development Small Developer Program**

# Exhibit D. Rental Rate Limits

|  |  |
| --- | --- |
| Developer: | Darrell Williams, Contracting Party |
| The Division: | City of Baton Rouge - Parish of East Baton Rouge, Office of Community Development  |
| Act of Donation Agreement Dated: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

1. Developer agrees to structure initial rental payments for the first year of occupancy within current rental payment guidelines established by the U. S. Department of Housing and Urban Development as of date of project completion.
2. Developer agrees to structure rental payments within limitations of payment standard guidelines in accordance with annual updated or revisions provided by the U. S. Department of Housing and Urban Development and upon notification by the Office of Community Development and/or its designee.

**City Of Baton Rouge, Parish Of East Baton Rouge**

**And**

**Darrell Williams**

**Cooperative Endeavor Agreement**

**Office Of Community Development Small Developer Program**

# Exhibit E. Demographic Data

|  |  |
| --- | --- |
| Developer: | Darrell Williams, Contracting Party |
| The Division: | City of Baton Rouge - Parish of East Baton Rouge, Office of Community Development  |
| Act of Donation Agreement Dated: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

Developer agrees to provide demographic data with supporting documentation to Division, initially upon written request within no less than thirty (30) days following initial occupancy, and once a year thereafter for no less than twenty (20) years following the date of initial occupancy. Said annual reports shall be due within ninety (90) days following the close of each of the Developer’s fiscal year and shall reflect all changes in occupancy and rents during that fiscal year.