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**CITY OF NEW ORLEANS
CDBG PROGRAM**

CDBG-CV PUBLIC FACILITY REGULATORY AGREEMENT

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This CDBG-CV Public Facility (hereinafter referred to as “CDBG”) Regulatory Agreement (hereinafter referred to as the “Agreement”) is made as of the ____ of _____, 2026, by **Young Women’s Christian Association of Greater New Orleans** (“YWCA”) (hereinafter referred to as the “Owner”) and is hereby promulgated to mandate, under penalty of repayment of CDBG-CV funds invested in the project named herein, the Owner’s compliance under the CDBG-CV Program that the property and public facility assisted in the Project with CDBG-CV funds awarded by the City of New Orleans (hereinafter referred to as the “City”) will remain open to the public and used as a comprehensive resource center, providing essential services to individuals and families in the community for the applicable Period of Service as cited elsewhere in this Agreement.

RECITALS

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WHEREAS, Owner acknowledges the City has received approval of Community Development Block Grant Coronavirus, Aid, Relief, and Economic Security (CARES Act) (Pub. L. 116-136) funds from the U. S. Department of Housing and Urban Development (HUD) appropriations 2020 (Pub. L. 116-94) and fiscal year 2019 grants under HUD Appropriation Act 2019 (Pub. L. 116-6). to prevent, prepare for and respond to the coronavirus known as COVID-19, pursuant to the authority of Title I of the Housing and Community Development Act of 1974, (the “ACT”), as amended (42 USC 5301 et seq.), to develop viable urban communities including decent housing and suitable living environments and expanding economic opportunities, principally for persons of low and moderate income;

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WHEREAS, Owner acknowledges that the City administers said CDBG-CV funds in accordance with regulations promulgated thereunder by the United States Department of Housing and Urban Development (“HUD”) and contained in Volume 24 Part 570 of the *Code of Federal Regulations* (CFR Part 570); and

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WHEREAS, Owner acknowledges that City has provided a forgivable loan of said funds in the amount of \$250,000.00 to the Owner, as applicable, in a Loan Agreement executed by and between the City and Owner, effective _____, 2026, to rehabilitate the property, as defined hereinbelow, in accordance with CDBG regulations;

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

ARTICLE I - PROJECT DESCRIPTION

SECTION 1.1 Project-Specific Provisions

- (A) Project Description
- (1) Name of Project: CDBG-CV YWCA Facility Redevelopment Project
 - (2) Address: 601 S. Norman Francis Parkway
City/State: New Orleans, LA 70119
- (B) Maximum CDBG Assistance: \$250,000.00

1
2 (C) Minimum Project Term from Completion Date: 10 years (also known as the Period
3 of Service)

4 (D) _____ Acquisition Only – with the City’s funds.

5 _____ New Construction Only or Conversion to Rental Property

6 _____ Moderate/Substantial Rehabilitation Only

7 X Rehabilitation

8 (E) Project Construction/Rehabilitation Start: _____, 2026

9 (F) Estimated or Actual Completion Date: _____, 2026

10 SECTION 1.2 Definitions

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

13 Act means the Housing and Community Development Act of 1974, as amended.

14 Agreement means this CDBG Regulatory Agreement.

15 Application means the Owner’s application to the City, along with all submissions, documents and
16 correspondence related thereto, for funding to develop the Project. This includes the approved
17 Activity Budget and Payment Invoices for the Project.

18 City means the City of New Orleans, a Home Rule municipal corporation.

19 Completion Date means the date the activity is completed in the disbursement and information
20 system established by HUD.

21 CDBG funds means those funds provided or to be provided by the City to the Owner pursuant to
22 the terms of this Agreement, as specified in Section 1.1(B) of this Agreement.

23 CDBG Program means the CDBG Program established by HUD pursuant to the Act.

24 CDBG Regulations means the regulations contained at CFR Part 570.

25 HUD means the U. S. Department of Housing and Urban Development.

26 Loan Agreement means the Agreement between Owner and the City, dated _____,
27 2025, which provides the CDBG funds used to rehabilitate the property.

28 Owner means Young Women’s Christian Association of Greater New Orleans (YWCA) that holds
29 valid title to, or have a long-term leasehold interest in, the Project developed or to be developed
30 pursuant to this Agreement and the Loan Agreement.

31 Participating Party means any person, firm, corporation, or public or private entity that has agreed
32 to provide financial or other resources to carry out the Project, and is identified below:

33 City: City of New Orleans
34 Attn: Office of Community Development
35 1340 Poydras Street, Suite 1000
36 New Orleans, LA 70112
37 (504) 658-4200; (504) 658-4247 (FAX)
38

1 Owner: Young Women’s Christian Association of Greater New Orleans (YWCA)
2 601 S. Norman Francis Parkway
3 New Orleans, LA 70119
4 (504) 482-9922

5 Identification as a "Participating Party" means that the City, in selecting the Owner for the award
6 of City funds, relied in material part upon a representation by the Owner that the parties so identified
7 have completed or will complete a specified portion of the Project or a specific activity necessary
8 for the completion of the Project.

9 Period of Service means the minimum number of years that the CDBG service requirements apply
10 to the Project. The Owner may agree to a longer period than what is stipulated in the aforementioned
11 citation.

12 Project Facility means one or more buildings, the site(s) on which the building or buildings is/are
13 located, and any functionally related facilities, as more specifically described in Section 1.1(A) of
14 this Agreement, that are used exclusively and solely for a public shelter for homeless persons for
15 the Period of Service.

16 Project Site means the land at 601 S. Norman Francis Parkway, New Orleans, LA, 70119 described
17 in the Property Description, which is Attachment A.

18 Project Term means the Period of Service described in Section 1.1(D) of this Agreement.

19 Security Agreement means a mortgage or other security device.

20 Substantive Violation means an Event of Default under Article II of this Agreement, which triggers
21 the obligation of the City to repay HUD the CDBG funds.

22 SECTION 1.3 Incorporation by Reference

23 The provisions of the Application, including the certifications and sources and uses and all
24 representations made therein, and all correspondence related thereto, are hereby
25 incorporated by reference into this Agreement, and the contents of the Application and the
26 certifications contained therein shall constitute a material part of this Agreement and shall
27 be deemed to have served as the inducement to the City to award the CDBG-CV funds
28 referred to herein and shall have the same effect as they would otherwise have had if fully
29 set forth herein.

30 SECTION 1.4 Supplemental Provisions

31 [Intentionally Omitted.]

32 SECTION 1.5 Schedule of Attachments

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

35 Attachment A. Legal Description

36 Attachment B. CDBG Covenants

37 SECTION 1.6 Use Restrictions

38 The Property may only be used as a comprehensive resource center, open to the public
39 for the community to provide for services to the residents of the City of New Orleans (“City”)
40 the majority (51% or more) of whom are of low or moderate income and must be open to the

1 public and provide the community services during normal and customary operation hours for
2 facilities of this type (the “Planned Use”).

3 Any Program Income, as that term is hereinafter defined, generated from the use or
4 rental of all or any portion of the Property and the use of such income will be subject to review
5 by City and the Federal Government.

6 Neither the Property nor any Program Income may be used for religious purposes or
7 to promote religious interests. All activities conducted on the Property shall be in compliance
8 with all federal laws and regulations.

9 **ARTICLE II - PROJECT DEVELOPMENT AND MANAGEMENT**

10 SECTION 2.1 General Provisions

- 11 (A) The Owner's obligations shall be enforced through, among other things, this
12 Agreement, the CDBG Covenants set forth in Attachment B as covenants running
13 with the land. The covenants shall be in effect for at least the Project Term and
14 shall be binding upon the Owner and its successors, assigns, heirs, grantees or
15 lessees to the land or the Project for the Project Term, unless earlier terminated in
16 accordance with the provisions set forth in the CDBG Covenants as Attachment
17 D of this Agreement.
- 18 (B) The Owner shall execute a Secured Promissory Note and Multiple Indebtedness
19 Mortgage (the “**Security Instruments**”) which shall secure the Owner’s
20 compliance with its obligations under this Agreement, the Loan Agreement, and
21 the CDBG Program Regulations. The terms of the Security Instruments shall
22 evidence that the CDBG-CV funds may become a debt which must be repaid in
23 the event of Substantive Violations of this Agreement or any other contract,
24 security instrument, or such other document incorporated herein by reference or
25 attached hereto. All of the terms, conditions and provisions of the Security
26 Instruments are, by reference thereto, incorporated herein as part of this
27 Agreement.
- 28 (C) Although the City’s funds are used for the rehabilitation of the Property, the
29 Owner's performance will be monitored by the City throughout the entire Project
30 Term, which, if necessary, will take legal action, as appropriate, to enforce the
31 CDBG Covenants and compliance with the Owner's responsibilities under this
32 Agreement.
- 33 (D) Any duly authorized representative of the City shall, at all reasonable times, be
34 granted access by the Owner to any portion of the Project.
- 35 (E) Consistent with Executive Orders 11625, 12432 and 12138, the Owner has
36 prepared, and shall implement and maintain a minority and women-owned
37 business development plan which contains specific measurable goals and an
38 affirmative strategy to promote awareness and participation by such businesses in
39 the contracting and procurement activities generated by the Project.
- 40 (F) The Owner shall comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C.
41 3601-19 (Public Law 90-284) and implementing regulations; Executive Order
42 11063 and regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964
43 (Public Law 88-352) and regulations at 24 CFR Part 1; the Age Discrimination
44 Act of 1975 (42 U.S.C. 6101-07); Section 504 of the Rehabilitation Act of 1973,

1 29 U.S.C. 794 and implementing regulations at 24 CFR Part 8; Executive Order
2 11246 and regulations at 41 CFR Chapter 60; and the requirements of Section 3
3 of the Housing and Urban Development Act of 1968 and implementing regulations
4 at 24 CFR Part 135.

5 SECTION 2.2 Development Phase

- 6 (A) The Owner shall carry out its obligations in accordance with CDBG-CV Program
7 regulations and a Loan Agreement dated as of _____, 2026.
- 8 (B) Development of the Project shall commence at the time specified in Section 1.1(E)
9 of this Agreement and shall be completed by the time specified in Section 1.1(F)
10 of this Agreement.
- 11 (C) The Project shall be developed in accordance with the Housing Quality Standards,
12 if applicable, and applicable State and local building codes, rehabilitation
13 standards, ordinances and zoning ordinances or, in the absence of these codes, with
14 the Southern Building Code; subject, however, the U.S. Secretary of the Interior's
15 Standard for Historic Preservation applicable to properties qualifying for Historic
16 Rehabilitation Tax Credits ("Historic Requirements").
- 17 (D) No activity having potential environmental effects shall be undertaken until the
18 City has completed an environmental assessment of the Project in accordance with
19 24 CFR Part 58.

20 SECTION 2.3 Management Phase

- 21 (A) The City and the Owner agree that nothing contained in this Agreement shall
22 preclude enforcement by the Federal Government of the Act, civil rights statutes,
23 or other provisions of law that apply to the CDBG-CV Program.
- 24 (B) If the Project has not yet been completed, upon completion of the Project and
25 resolution of any findings of the final audit, the Owner shall submit to the City a
26 written certification, in the format prescribed by the City, executed by an
27 authorized representative of the Owner, stating that all development-related
28 activities required to be completed by the Owner will be completed as prescribed,
29 and specifying the date of completion and the actual cost to the Owner of labor,
30 materials and necessary services for the construction of physical improvements
31 for the Project.
- 32 (C) The Owner shall keep and maintain books, accounts, reports, files, records and
33 other documents relating to the receipt and disbursement of CDBG-CV funds.
34 Any duly authorized representative of the City, at all reasonable times, shall have
35 access to and the right to inspect, copy, audit and examine all such books, records
36 and other documents of the Owner, until completion of all close-out procedures
37 respecting this award of CDBG-CV funds and the final settlement and conclusion
38 of all CDBG-CV Program issues.

39 **ARTICLE III - THIRD PARTY CONTRACTS**

40 SECTION 3.1 Labor Standards

41 If required by 24 CFR §92.354, all laborers and mechanics (except laborers and
42 mechanics employed by a State and local government acting as the principal
43 contractor on the Project) employed in the development of a Project assisted under

1 the CDBG-CV Program shall be paid wages at rates not less than those prevailing
2 on similar construction in the locality, as determined by the Secretary of Labor in
3 accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a through 276a-
4 5, inclusive, and contracts involving their employment shall be subject to the
5 provisions, as applicable, of the Contract Work Hours and Safety Standards Act,
6 as amended, 40 U.S.C. 327 through 333, inclusive. The Owner shall comply with
7 regulations issued under said Act and with other Federal laws and regulations
8 pertaining to labor standards.

9 SECTION 3.2 Assurance of Governmental Approvals

10 (A) The Owner warrants that it has obtained, or has reasonable assurance that it will
11 obtain all Federal, State and local governmental approvals and reviews required
12 by law to be obtained by the Owner for the Project. Any such approvals which
13 have not been obtained shall be specified in Attachment F of this Agreement.

14 (B) The Owner warrants that it has not and shall not take any action which might have
15 an adverse environmental effect, would limit the choices among competing
16 environmental alternatives or might alter environmental premises on which the
17 City's environmental findings were based.

18 SECTION 3.3 Completion of the Project

19 If the construction of the Project has not yet been completed, the Owner acknowledges that
20 the City, in selecting the Owner or Sponsor for the award of CDBG funds relied in material
21 part upon the assured completion of the Project and that the Owner assures the City that
22 activities to be completed by the Owner shall be completed as prescribed in the Loan
23 Agreement dated as of _____, 2026.

24 SECTION 3.4 Maintaining Records, Right to Inspect and Copy

25 (A) The Owner shall keep and maintain books, accounts, reports, files, records and
26 other documents relating to the receipt and disbursement of CDBG funds; and

27 (B) Any duly authorized representative of the City, at all reasonable times, shall have
28 access to and the right to inspect, copy, audit, and examine all such books, records
29 and other documents of the Owner, until the completion of all close-out procedures
30 respecting this award of City Funds and the final settlement and conclusion of all
31 CDBG Program issues.

32 SECTION 3.5 No Assignment or Succession

33 The Owner acknowledges that a transfer of CDBG funds by the City to the Owner shall not
34 be or be deemed to be an assignment of City funds.

35 SECTION 3.6 Approval of Amendments

36 This Agreement shall not be amended in any material respect after its approval and
37 acceptance, without the prior written approval of the City. "Material" shall be defined as
38 anything, in the control of any Participating Party, which cancels or reduces any
39 developmental or financial obligation of any Participating Party by more than ten (10)
40 percent, changes the sites or character of any development activity, or increases any time
41 for performance by a party by more than thirty (30) days.

1 SECTION 4.6 Table of Contents, Titles and Headings

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

5 SECTION 4.7 Rules of Interpretation

6 (A) This Agreement shall be interpreted in accordance with and governed by the laws
7 of the State of Louisiana without regard to its conflict of laws provisions.

8 (B) The words "herein" and "hereof" and words of similar import, without reference
9 to any particular section or subdivision, refer to this Agreement as a whole rather
10 than to any particular section or subdivision hereof.

11 (C) Any amendment to this Agreement executed in accordance with Section 3.6 of this
12 Agreement shall have the same force and effect upon the Owner and the City as
13 does this Agreement.

14 SECTION 4.8. Consideration

15 The City has allocated CDBG-CV funds to the Project, all for the purpose, among others,
16 of inducing the Owner to construct, rehabilitate acquire, renovate, equip and/or operate the
17 Project. In consideration of the CDBG-CV funds awarded by the City, the Owner has
18 entered into this Agreement and has agreed to restrict the uses to which the Project can be
19 put for the Project Term.

20 SECTION 4.9 Reliance.

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

29 SECTION 4.10 Sale or Transfer of the Project.

30 The Owner hereby covenants and agrees not to sell, transfer, or otherwise dispose of the
31 Project, or any portion thereof, without obtaining the prior written consent of the City,
32 which consent shall be conditioned solely upon receipt by the City of (i) evidence
33 reasonably satisfactory to the City that the Owner's purchaser or transferee has assumed in
34 writing and in full, and is reasonably capable of performing and complying with, the
35 Owner's duties and obligations under this Agreement and (ii) an opinion of counsel of the
36 transferee that the transferee has duly assumed the obligations of the Owner under this
37 Agreement and that such obligations and this Agreement are binding on the transferee. It
38 is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the
39 Project in violation of this Section 4.10 shall be null, void and without effect, shall cause a
40 reversion of title to the Owner, and shall be ineffective to relieve the Owner of its
41 obligations under this Agreement.

1 SECTION 4.11 Termination.

2 This Agreement shall become effective as of the date of execution recited above. This
3 Agreement shall remain in full force and effect for a term and period equal to the Project
4 Term. Upon the expiration of the Project Term and termination of all and several of the
5 terms of this Agreement, the parties hereto agree to execute, deliver, and record appropriate
6 instruments of release and discharge of the terms hereof; provided, however, that the
7 execution and delivery of such instruments shall not be necessary or a prerequisite to the
8 termination of this Agreement in accordance with its terms.

9 SECTION 4.12 Covenants to Run with the Land.

10 The Owner hereby subjects the Project (including the Project Site) to the covenants,
11 reservations, and restrictions set forth in this Agreement. The City and the Owner hereby
12 declare their express intent that the covenants, reservations, and restrictions set forth herein
13 shall be deemed covenants running with the land to the extent permitted by law and shall
14 pass to and be binding upon the Owners' successors in title to the Project throughout the
15 term of this Agreement. Each and every contract, deed, mortgage, or other instrument
16 hereafter executed affecting or conveying the Project or any portion thereof shall
17 conclusively be held to have been executed, delivered, and accepted subject to such
18 covenants, reservations, and restrictions, regardless of whether such covenants,
19 reservations, and restrictions are set forth in such contract, deed, or other instrument.

20 SECTION 4.13 Burden and Benefit.

21 The Owner hereby declares its understanding and intent that the burden of the covenants
22 set forth herein touch and concern the land in that the Owner's legal interest in the Project
23 is rendered less valuable thereby. The Owner hereby further declares its understanding and
24 intent that the benefit of such covenants touch and concern the land by enhancing and
25 increasing the enjoyment and use of the Project by low income tenants, the intended
26 beneficiaries of such covenants, reservations and restrictions, and by furthering the public
27 purposes for which the CDBG funds allocation was made by the City.

28 SECTION 4.14 Uniformity; Common Plan.

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

32 SECTION 4.15 Enforcement.

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

- 39 (a) By mandamus or other suit, action or proceeding at law, including injunctive
40 relief, require the Owner to perform its obligations and covenants hereunder or
41 enjoin any acts or things which may be unlawful or in violation of the rights of the
42 City hereunder;
- 43 (b) Have access to and inspect, examine and make copies of all the books and records
44 of the Owner pertaining to the Project;

1 (c) Take such other action at law as may appear necessary or desirable to enforce the
2 obligations, covenants, and agreements of the Owner hereunder; or

3 (d) Take such other action at law as may appear necessary or desirable to recoup the
4 CDBG funds or any other remedy the City deems appropriate.

5 All fees, costs and expenses of the City incurred in taking any reasonable and necessary
6 action pursuant to this Section 4.15 shall be the sole responsibility of the Owner, and the
7 Owner, as security for the payment of any such fees, costs and expenses, hereby grants,
8 bargains, sells and conveys to the City, a lien on the Project.

9 SECTION 4.16 Recording and Filing.

10 The Owner shall cause this Agreement, all amendments, and supplements hereto and
11 thereto, to be recorded and filed in the Orleans Parish Land Records Office and in such
12 other places as the City may reasonably request. The Owner shall pay all fees and charges
13 incurred in connection with any such recording.

14 SECTION 4.17 Governing Law.

15 This Agreement shall be governed by the laws of the State of Louisiana and such Federal
16 laws and regulations as may be applicable to the enforcement of this Agreement under the
17 Act and CDBG Regulations, including the enforcement of this Agreement by tenants and/or
18 former or prospective tenants of the Project.

19 SECTION 4.18 Non-Solicitation Statement

20 The Owner acknowledges and agrees that he/she has not employed or retained any
21 company or person, other than a bona fide employee working solely for him, to solicit or
22 secure the Grant Agreement that funded the subject rental activity. The Owner has not paid
23 or agreed to pay any person, other than a bona fide employee working for him, any fee,
24 commission, percentage, gift, or other consideration contingent upon or resulting from the
25 subject contract.

26 SECTION 4.19 Audits and Other Oversight

27 The Owner understands and will abide by all provisions of the Code of the City of New
28 Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No. 22,888
29 M.C.S., (relative to the operations and authority of the City Inspector General),
30 incorporated herein by reference.

31 SECTION 4.20 Convicted Felon Statement

32 The Owner swears that it complies with Section 2-8 (c) of the Code of the City of New
33 Orleans. No principal, member, or officer has, within the preceding five years, been
34 convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement,
35 theft of public funds, bribery, or falsification or destruction of public records.

36
37 **[END OF DOCUMENT - SIGNATURE PAGE FOLLOWS]**
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1 STATE OF LOUISIANA

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3 PARISH OF ORLEANS

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5 IN WITNESS WHEREOF, said appearer, for and on behalf of said Owner,
6 hereunto subscribes his name, together with the said competent witnesses, and me, said Notary, on
7 this ____ day of _____, 2026.

8

9

10 YOUNG WOMEN'S CHRISTIAN ASSOCIATION
11 OF GREATER NEW ORLEANS

12

13

14 BY: _____
15 LOYCE P. WRIGHT, PRESIDENT

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19 WITNESSES

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21 _____

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23 _____

24 Print Name

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28 _____
NOTARY PUBLIC

29 Print Name: _____

30 Bar Roll/Notarial Id. No.: _____

31 My Commission Expires: _____

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1 STATE OF LOUISIANA

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3 PARISH OF ORLEANS

4 IN WITNESS WHEREOF, said appearer, for and on behalf of the said City, hereunto
5 subscribes her name, together with the said competent witnesses, and me, said Notary, on this
6 ____ day of _____, 2026.

7 CITY OF NEW ORLEANS

8 BY: _____
9 HELENA N. MORENO, MAYOR
10

11 WITNESSES

12 _____
13 _____
14 _____
15 Print Name Print Name
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20 _____
21 NOTARY PUBLIC
22 Print Name: _____
23 Bar Roll/Notarial Id No.: _____
24 My Commission Expires: _____
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