

**Special Needs Housing Rental Development Agreement
(Transitional Housing)**

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| EXHIBIT IV For copying only |
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THIS Agreement, made and entered into this 2nd day of June, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, ("County"), FID# 59-6000598, **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a non profit corporation organized under the laws of the State of Florida, ("CEII" and "Developer"), FID #591586520, **PATHWAYS FOR CHANGE, INC.**, a non profit corporation organized under the laws of the State of Florida, ("Pathways"), FID #900591724, and **THE ESCAROSA COALITION ON THE HOMELESS, INC.**, a not for profit corporation organized under the laws of the State of Florida ("ECOH"), FID #592909065, for the sole purpose of providing HOME Investment Partnerships Program ("HOME") Community Housing Development Organization ("CHDO") and State Housing Initiatives Partnership ("SHIP") matching funds to partially finance completion of transitional housing units for homeless or formerly homeless persons in conjunction with the development of the facility to be known as the Clinton Cox Residence (the "Project").

WITNESSETH:

WHEREAS, the County and ECOH are mutually interested in the pursuit of community improvement and the assurance of adequate and affordable housing options for all citizens in Escambia County, including those with special needs, and

WHEREAS, CEII is a Florida not for profit corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the development and management of housing for lower income persons and families, including those with special needs, and

WHEREAS, Pathways is a Florida not for profit corporation established for the purpose of mentoring, assisting and rehabilitating incarcerated persons facing imminent release from a penal institution and/or formerly incarcerated persons facing homelessness in order to reduce recidivism and homelessness within the targeted lower income special needs population, and

WHEREAS, the Escambia HOME Program Escambia Consortium comprised of the Escambia County, the City of Pensacola and Santa Rosa County is the recipient of HOME grant funds made available through the U.S. Department of Housing and Urban Development ("HUD") and SHIP matching funds made available through the Florida Housing Finance Corporation ("FHFC") , and

WHEREAS, a portion of said HOME grant funding has been prioritized for use in providing affordable rental housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

WHEREAS, CEII's organizational structure fulfills the requirements for designation as a local CHDO,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE I Supervision

1. CEII agrees to perform required tasks as stipulated in this contract in cooperation with the Neighborhood Enterprise Foundation, Inc. ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with CEII, Pathways and ECOH, is designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
Fax: (850) 458-0464
E-mail: randy_wilkerson@co.escambia.fl.us

1.2 Contract Coordinator for CEII: Jim Oleksak, President
Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501
Phone: (850) 595-6234
Fax: (850) 595-6264
E-mail: joleksak@ceii-cdc.org

1.3 Contract Coordinator for Pathways:
Connie Bookman, L.C.S.W., Executive Director
Pathways for Change, Inc.
1211 West Fairfield Drive
P.O. Box 17852
Pensacola, FL 32501
850-202-0028 Office
850-202-0032 Fax
E-mail: bookman.connie4@gmail.com

1.4 Contract Coordinator for ECOH:
Brunie Emmanuel, Executive Director
The ECOH Coalition on the Homeless, Inc.
2601 W. Strong Street
Pensacola, Florida 32505
Phone: (850) 439-3009
Fax: (850) 436-4656
E-Mail: brunie.emmanuel@ECOH.org

ARTICLE II Funding

2. The funds to be made available by the County in support of the joint CEII, Pathways and ECOH CHDO Special Needs Housing Development Project shall not exceed the minimum amount required to ensure continuing affordability of the HOME and SHIP assisted transitional housing (rental) units, however in no instance shall the total funding provided through this Agreement exceed **\$490,000.00**. Of this total amount, \$10,000 shall be provided to ECOH to support personnel and/or operational costs for managing the Homeless Continuum of Care (CoC) data collection oversight and related HUD reporting requirements, as well as coordinating client data entry into the ECOH managed Homeless Management Information System (HMIS). The remaining balance of \$480,000 shall be available to support design, planning, project management and development costs associated with the Project. Said funds are solely available from the 2009 and 2007 HOME Investment Partnerships Program Grants M-09-DC-12-0225 and M-07-DC-12-0225 ("HOME"), as provided to the Escambia Consortium by HUD, in the amount of \$345,000, and the State Housing Initiatives Partnership Program ("SHIP"), as provided to Escambia County by the Florida Housing Finance Corporation ("FHFC"), in the amount of \$135,000, hereinafter collectively referred to as "Grant". Approvals regarding the referenced HOME and SHIP Grants are incorporated in **Exhibit I** of this Agreement. The Implementation of provisions of this Agreement is contingent upon completion of the environmental review by NEFI, in consultation with CEII, as required by 24 CFR Parts 50 and 58.

2.1. The Grant funds shall be expended to assist CEII, Pathways and ECOH in meeting a portion of the total cost of developing transitional housing units targeted for special needs persons who are homeless, formerly homeless or facing homeless as a result of impending release from a penal institution. The *CHDO Development Proposal* for this Project as submitted by CEII is included in **Exhibit II** of this Agreement. Persons occupying the resulting units shall meet the most restrictive interpretation of the affordability definitions included in Sections 420.9071, Florida Statutes (SHIP Program) and 24 CFR Parts 92.216 and 92.252 (HOME Program).

2.2. The sources and uses of all Project related non-operating funds, including the Grant referenced herein, are detailed in **EXHIBIT III** of this Agreement. Also, included in **EXHIBIT III**, is a complete financial pro-forma, and documentation of the required total Grant funding and/or other subsidies (from all sources), including amounts and terms, which are proposed for use in financing this HOME and SHIP assisted Project.

ARTICLE III County and City Responsibilities

3. As the HUD designated lead jurisdiction for the Escambia Consortium, the County is the recipient of the funds referenced in Article II above and shall have final authority regarding the eligibility of expenditures associated with such funds.

3.1. The County's agent, NEFI, in conjunction with CEII, Pathways and ECOH, shall cooperatively manage the planning, implementation, fiscal accountability, record-keeping, client reporting and compliance matters associated with the CHDO Special Needs Housing

Rental Development Project, and NEFI shall coordinate Project related activities and serve as the primary liaison with HUD as required to identify and document eligible development, Project management, and construction costs associated with **twelve (12) transitional housing units** to be known as the **Clinton Cox Residence**. The specific location of the development site(s) is legally described in EXHIBIT IV of this Agreement. No alternate sites are authorized for the use of funds provided hereunder.

3.2. The County through its agent, NEFI, shall make every effort to complete updates to the HOME Program environmental review record regarding the Project and the proposed use of the Grant funds within thirty (30) days of the date of this Agreement. However, under no circumstances shall County or NEFI incur any liability whether legal, financial, or otherwise, if the process exceeds thirty (30) days or if the Project fails to be implemented.

3.3. All Grant compliance matters shall be under the control of the County, and its agent, NEFI, and all project related Grant payments shall be made by the County, upon recommendation by NEFI, and in consultation with CEII, Pathways and ECOH. However, the County shall retain final authority for the approval or denial of Grant related payments. Payments shall be processed for payment only after submission of proper and complete documentation by CEII and/or Pathways and/or ECOH, as applicable. Payments shall be made by the County to CEII or ECOH, as applicable, not more often than monthly, based upon the County HOME and SHIP share of the overall project construction cost, as certified by CEII.

3.4 The County will reimburse CEII for eligible expenses up to an amount equal to ninety percent (90%) of the total amount of HOME and SHIP funds authorized hereunder, until final completion of the construction phase of the Project as evidenced by issuance of the Certificate(s) of Occupancy by the City of Pensacola Building Inspection Services. Upon documentation of issuance of the Certificate(s) of Occupancy, the County shall reimburse CEII for the remaining ten percent (10%) of incurred HOME and HHRP costs for the Project. The County shall not request disbursements for this project from the HOME Grant through the Federal/HUD Integrated Disbursement Information System (IDIS) until such funds are required for payment of eligible project costs.

3.5 The County will reimburse ECOH, not more frequently than monthly, for Project related personnel and HMIS/CDS capital or operating expenses up to the maximum HOME funding stipulated in Article II, Subsection 2 of this Agreement. ECOH shall provide and document reimbursable Project related services for a minimum of twelve (12) months from the effective date of this Agreement. ECOH shall submit detailed expenditure documentation to the County/NEFI, including paid receipts for all items to be reimbursed with Grant funds. The County shall not request disbursements for this project from the HOME Grant through the Federal/HUD Integrated Disbursement Information System (IDIS) until such funds are required for payment of eligible project costs.

3.6. SHIP-Assisted Units: The County, through the SHIP Program Regulations contained at Sections 420.907-420.9079 of the Florida Statutes (the State Housing Initiatives Partnership (the "SHIP Act") and Chapter 67-37 (SHIP) of the Florida Administrative Code, expressly requires that SHIP assisted transitional housing (rental) units produced through the Project and leased/managed by CEII for the benefit of Pathways, shall be continually

occupied by or made available to low income persons/families, who are case managed by Pathways, in accordance with the SHIP rent and occupancy restrictions cited in Article V of this Agreement. Failure of CEII and/or Pathways to conform to these requirements will be deemed a breach of this Agreement and thereupon this Agreement shall be terminated pursuant to Section 6.1, whereupon, the County may immediately initiate legal action against CEII and/or Pathways, including foreclosure proceedings to recover its interest in the properties described in **EXHIBIT IV** as evidenced by mortgage and note assigned to it by CEII and/or Pathways and recorded in the official records of the County. County, as mortgagee, agrees to subordinate its interest in the subject properties only to the extent necessary for CEII and/or Pathways to secure the financing required for the Project described in this Agreement. Specifically, the County agrees to subordinate the County's HOME/SHIP Loan to a first mortgage in the approximate amount of **\$230,000.00** (amount subject to revision based on actual required first mortgage financing) and further, that the County's HOME/SHIP loan set forth herein shall be a second mortgage. County agrees that the HOME/SHIP Loan provided hereunder shall be secured by a subordinate mortgage which is inferior to other private sector financing provided to CEII and/or Pathways.

3.7. **HOME-Assisted Units**: The County and HUD through the HOME Investment Partnerships Program Regulations contained at 24 CFR Part 92 expressly require that the HOME assisted rental units produced through the Project and leased/managed by CEII shall continually occupied by lower income persons/families for the benefit of Pathways, shall be continually occupied by or made available to low income persons/families, who are case managed by Pathways, in accordance with the HOME rent and occupancy restrictions cited in Article V of this Agreement. Failure of CEII and/or Pathways to conform to these requirements will be deemed a breach of this Agreement and thereupon this Agreement shall be terminated pursuant to Section 6.1, whereupon, the County will immediately initiate legal action against CEII and/or Pathways, including foreclosure proceedings to recover its interest in the properties described in **EXHIBIT IV** as evidenced by mortgage and note assigned to it by CEII and or Pathways and recorded in the official records of the County. The County agrees to the subordination of its interest in the subject properties only to the extent necessary for CEII and/or Pathways to secure the financing required for the Project described in this Agreement. Specifically, the County agrees to subordinate the County's HOME/SHIP Loan to a first mortgage in the approximate amount of **\$230,000.00** (amount subject to revision based on actual required first mortgage financing) and further, that the County's HOME/SHIP loan set forth herein shall be a second mortgage. County agrees that the HOME/SHIP Loan provided hereunder shall be secured by a subordinate mortgage which is inferior to other private sector financing provided to CEII and/or Pathways.

3.8. For the duration of this Agreement, the County and/or its agent, NEFI, shall monitor, review and assess the performance of CEII, Pathways and/or ECOH at least annually with regard to administrative matters, programmatic records, fiscal management associated with the HOME/SHIP Loan assistance, and documentation of compliance with the provisions of this Agreement.

3.9. County and/or NEFI shall at least annually, for the duration of this Agreement, review the occupancy, rents, and physical condition of the SHIP and HOME assisted rental units under the management of CEII and/or Pathways and/or its designated rental or leasing agents, specifically with regard to: certification and documentation of tenant eligibility and income, computation of rent and utility allowances, conformance with minimum Section 8

Housing Quality Standards (HQS) or other uniform standard(s) as may be required by HUD during the term of this agreement, and compliance with rent controls and occupancy requirements stipulated in Article V of this Agreement.

ARTICLE IV
CEII, Pathways and ECOH Responsibilities

4. CEII and Pathways agree to assist and cooperate with the County/NEFI, HUD, FHFC and other parties as required throughout the planning, design, site development, and construction of the transitional housing (rental) units; completion of initial and subsequent transitional housing (rental) unit lease-up processes; and in assuring SHIP and HOME post-occupancy tenant/rent compliance measures associated with the SHIP and/or HOME assisted Project, currently known as the **Clinton Cox Residence**, as described in this Agreement.

4.1. CEII and/or Pathways and/or their architects, engineers, contractors and/or subcontractors shall properly secure and/or ensure that all plans, approvals, permits, insurances, certifications, and official actions required to successfully culminate the Project are legally secured by any and all parties directly or indirectly participating in acquisition, development, construction and occupancy of the SHIP and HOME assisted project.

4.2. CEII shall diligently prosecute the construction of: **twelve (12) transitional housing (rental) units on property described in EXHIBIT IV which is under the direct control of CEII or Pathways in accordance with the terms and conditions as described herein.** With the exception of the HOME funds provided to ECOH as described in Article II and Article IV, Section 4.10 of this Agreement, the HOME and SHIP funds committed to CEII and Pathways through this Agreement shall be limited to payments toward documented engineering, design, site work/infrastructure, CEII Project management cost (developer fee), and construction of the **twelve (12)** transitional housing units and amenities thereto, including necessary common use space for the residents. Evidence of CEII or Pathways control of the development site described in **EXHIBIT IV** by long-term lease shall be required prior to approval of any HOME or SHIP payments authorized hereunder, and shall be incorporated into this Agreement at **EXHIBIT V**. Estimated Project costs are delineated in the pro-forma and project capitalization information incorporated in **EXHIBIT III** of this Agreement. The funds required for development of the transitional housing (rental) units and related improvements thereto shall be provided and/or financed through: Escambia/Pensacola SHIP funds, Escambia Consortium HOME CHDO funds, private mortgage lender(s), Pathways equity, and other funds as may be secured by CEII and/or Pathways, specifically for this Project. **One hundred percent (100%) of said transitional housing units shall be deemed SHIP assisted units and, of this total, nine (9) transitional housing units shall be dually be deemed HOME assisted units for purposes of this Agreement and continuing requirements related thereto.**

The responsibility for negotiating, arranging, securing and collateralizing the development and construction financing shall reside solely with CEII and Pathways; and the County, nor NEFI, nor any of their respective agents, representatives or employees shall incur any liability, debt, or obligation in relation to such financing. Prior to the expenditure of any

HOME or SHIP Grant funds provided hereunder, CEII and Pathways shall document the availability of private lender or other funds in amounts required to culminate this Project.

4.3. (a) CEII and Pathways shall be responsible for securing and documenting the availability of private lender funds or other funds required for this Project. A written assurance executed by an authorized official or representative of the private lender(s) or contributor(s) shall be provided to the County evidencing approval of CEII's or Pathway's loan request for this project concurrent with distribution of SHIP or HOME funds under this Agreement. Following construction, all SHIP and HOME assisted units shall meet or exceed applicable requirements of the current Florida Building Code as adopted by the City of Pensacola.

(b) The Project plans and technical specifications shall be jointly developed by CEII and Pathways, in consultation with their designated Development Team, comprised of, but not limited to, the Project architect, Project engineer, Project general contractor, and Project Construction Manager. CEII and Pathways agree that all contract documents entered with these various parties shall incorporate Federal, State and local contract language, forms, certifications, and related matters associated with HUD or SHIP project financing. Prior to execution, such contract documents shall be submitted to the County/NEFI for review and written approval prior to ensure that such provisions are properly appended. The Project will be undertaken by the Development Team as assembled by CEII and Pathways in response to the CHDO Request for Proposals. CEII or qualified members of the Development Team, under CEII's supervision, shall perform construction oversight, inspection and approval functions so as to ensure proper completion of the construction work by the selected project contractor. Prior to initiation of the construction work, the Project plans shall be approved and permitted by the cognizant City of Pensacola permitting agencies and any other permitting authorities having jurisdiction over the Project. Completed work shall be inspected and approved by City of Pensacola Building Inspection Services, and any other cognizant agencies having permit approval authority with regard to the project. Such approvals shall be fully documented in the Project records maintained by CEII and shall be provided to NEFI upon request.

(c) The Utilization Goal for MBE/WBE firms for the Project is 10% of the total project development cost and CEII, Pathways and their Project Development Team shall make every effort to attain such goal through MBE/WBE outreach activities. Further, CEII and Pathways shall actively seek to support the County's Section 3 Employment Goals by strongly encouraging the employment of lower income Project area residents or lower income persons for any for any vacant positions created or filled in conjunction with the completion of this Project.

(d) CEII shall provide detailed documentation to the County/NEFI indicating the actual design, development and construction costs incurred with respect to the rental units and payment of all such costs by or through CEII to ensure the avoidance of contractor, subcontractor, mechanic or vendor liens, encumbrances, judgments or other actions potentially endangering the marketability of the property and title thereto. In the event that CEII allows such liens, encumbrances, or other actions relating to the construction work to be placed against the property described in **EXHIBIT IV** of this Agreement, CEII shall be

solely responsible for payment of all actual costs and legal or other professional fees incurred in effecting the immediate removal of any such encumbrance.

4.4. Subsequent to completion of all aspects of the development process, including project inspections and construction releases, in consultation with Pathways, CEII shall affirmatively coordinate leasing and occupancy of the HOME/SHIP assisted transitional housing units to homeless persons, formerly homeless persons and/or persons threatened with homelessness due to imminent release from a penal institution, who are receiving ongoing case management and supportive services via Pathways. Due to the rehabilitative purpose of this Project, only those persons receiving case management and supportive services through Pathways shall be eligible to occupy the units created through this Project. Such occupancy shall at all times be in accordance with the rent controls and lower income occupancy requirements stipulated in Article V of this Agreement. Within the targeting limitations imposed by this Agreement, by execution of this Agreement, CEII and Pathways agree unconditionally to abide by the Affirmative Marketing and Minority Outreach Standards contained in this Agreement as **EXHIBIT V, as applicable to leasing and occupancy of the units developed hereunder**. The Utilization Goal for MBE/WBE firms for the Project is 10% of the total project development cost, and CEII and the Project Development Team shall make every effort to attain such goal through MBE/WBE outreach activities.

4.5. CEII shall provide copies of all project-related invoices and expenditures to the County's agent, NEFI, as required to fully document the total Project (development) cost, including all sources of funds.

4.6. In the event CEII fails to fully complete the development of the units and/or fails to fully comply with the subsequent SHIP and/or HOME assisted unit occupancy requirements stipulated in this Agreement and the SHIP the HHRP Program Regulations contained at Sections 420.907-420.9079 of the Florida Statutes (the State Housing Initiatives Partnership, the "SHIP Act") and Chapter 67-37 (SHIP) of the Florida Administrative Code, and HOME Regulations found at 24 CFR Part 92, CEII shall be directly and solely liable for the repayment of the total SHIP and HOME Deferred Payment Loan provided to CEII by the County through this Agreement in an amount of **\$480,000.00**, or for the portion thereof expended by the County in connection with this Agreement. In the event of such failure, the County shall immediately initiate actions to recover its interest in the SHIP/HOME assisted properties. Said repayment by CEII to the County shall be made in full within sixty (60) days from the date of initiation of such action by the County. Any repayment by CEII shall be deposited by the Office of the Clerk of the Circuit Court into the Escambia/Pensacola SHIP Housing Trust Fund and the Escambia Consortium HOME Investment Trust Fund, distributed between funds in the proportionate amounts cited in Article II Section 2 of this Agreement. In the event that at the time of repayment, neither of these Trust Funds remain in existence, the repayment shall be deposited in County Fund 124 and shall be utilized to further affordable housing or community development activities in Escambia County.

4.7. CEII shall maintain control of the property and improvements thereto, through a fifty (50) year sublease from Pathways, as described in **EXHIBIT IV** for the minimum duration of this Agreement, unless said property is leased back to Pathways for its continued use in conformity with the tenets of this Agreement, failing which, CEII shall be immediately and fully liable for repayment of the undepreciated portion of the total **\$480,000.00** SHIP and HOME Deferred Payment Loan provided to CEII by the County.

4.8. CEII, as Project manager and developer, shall retain all rental income produced through lease of the subject units to eligible tenants, and shall utilize said income to provide for the continuing operation, maintenance and repayment of indebtedness as required to maintain affordability and occupancy standards.

4.9. CEII and Pathways agree to restrict use of the parcel legally described in **EXHIBIT IV** to the long-term affordability and occupancy restrictions delineated in Article 5, Section 5(a) and 5(b) of this Agreement. The long term affordability of the units assisted through this Agreement shall be guaranteed by recording a subordinate mortgage favoring Escambia County, with said Mortgage to bind CEII and Pathways to such restrictions.

4.10 ECOH is the designated Homeless Continuum of Care (CoC) agency serving Escambia and Santa Rosa counties for purposes of CoC coordination; short and long-term planning and prioritization for homeless housing and supportive services; management and oversight of the HUD CoC funds distribution application and approval process; linkages with federal, state or locally financed mainstream services for benefit of the homeless; integration of social support networks within the area's homeless services arena; outreach to and identification of homeless persons, families and special needs populations in Escambia and Santa Rosa counties; local coordination and oversight of the HUD mandated Homeless Point In Time (PIT) Survey; and administration of the local Homeless Management Information System (HMIS) and the Community Data System (CDS). The Project targets the integrated delivery of transitional housing and supportive services to homeless or formerly homeless special needs populations that fall within the purview of ECOH's CoC planning, oversight and reporting responsibilities. Throughout the duration of this Agreement, ECOH will provide or assist Pathways in the provision of: (1) CoC related planning, coordination and implementation support to CEII and Pathways with respect to the Project and its intended beneficiaries; (2) identification of external community resources that will aid Pathways in attaining successful, long term recovery of persons assisted through this Project; (3) follow-up with formerly homeless persons exiting the Project; and data collection, assessment, reporting and evaluation through its management of the HMIS and CDS systems locally.

4.11 ECOH shall assemble HMIS/CDS compliant data specific to this Project; generate continually updated reports, that can be tracked to the individual client level (within appropriate client information security protocols); and provide HMIS/CDS generated written Project specific service reports to NEFI and/or the County, as directed by NEFI. Said reports shall begin upon initiation of the transitional housing lease-up process by CEII and Pathways and shall be provided to NEFI by the 10th day of each month until initial 100% lease-up is attained. Thereafter, such reports shall be provided to NEFI at least annually on or before the 15th day of January for the duration of the affordability period identified in Article V below.

ARTICLE V
Commitment to Continuing Affordability

5. CEII, in its role as developer and manager of the transitional housing units produced hereunder, shall at all times, beginning with initial occupancy through the full duration of this

Agreement, ensure that the resident (tenant) occupancy, unit lease/rental rates, and minimum housing quality standards are maintained for all of the SHIP and HOME assisted units located on the property described in **EXHIBIT IV** of this Agreement. CEII shall closely coordinate with Pathways and shall reserve said units for occupancy by eligible persons who are case managed by Pathways. Should CEII fail, at any time during the term of this Agreement, to meet the occupancy, income and/or rent control standards delineated below, CEII shall be deemed in violation of the tenets of this Agreement, which shall subject said Agreement to termination in accordance with provisions of Article VI of this Agreement. The minimum standards which must be attained at initial lease-up and sustained thereafter are:

SHIP-Assisted Units:

100% of the rental units (or 12) shall be deemed SHIP assisted units and shall be occupied by persons (or families) who have adjusted incomes that do not exceed 120% of the Pensacola MSA median income adjusted for family size. Such units shall have monthly rents which shall not exceed the Fair Market Rent for the Pensacola Metropolitan Area as provided in **EXHIBIT VII** of this Agreement, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated by the U. S. Department of Housing and Urban Development.

HOME-Assisted Units:

As denoted above, **100% (or 12)** of the units provided through the Project shall be deemed SHIP assisted. Additionally, of the **12** units, **nine (9)** shall be deemed HOME-assisted rental units, and shall require the dual application of rent, occupancy and tenant income restrictions imposed by the governing regulations of the Federal HOME Program, generally denoted as follows:

(a) 100% of the HOME assisted rental units (**9 units**) shall be occupied by families who have annual adjusted incomes that are at or below 50% of the Pensacola MSA median income adjusted for family size. Such units shall have monthly rents which are the lesser of either: the Low HOME Rent for existing housing minus any tenant paid utilities, or 30% of adjusted income for households at 50% of Pensacola MSA median income minus tenant paid utilities (the 50% Rent). The initial HOME rents for families below 50% of median (the 50% Rent) and the Low HOME Rents shall be as provided in **EXHIBIT VII** of this Agreement, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated by HUD.

(b) In instances where any utilities are paid for by the tenant, CEII shall be required to utilize the City of Pensacola's Section 8 Existing Housing Allowances for Tenant-Furnished Utilities and Other Services in calculating the adjusted (reduced) HOME rents for the respective unit(s).

(c) All HOME assisted units shall be routinely inspected so as to assure continual conformity with HUD Section 8 Minimum Housing Quality Standards (HQS). CEII shall maintain records and evidence to document such inspections and corrective actions taken to eliminate any identified deficiencies. Said inspections completed by any or all of the following entities shall be acceptable for documentation of this annual inspection obligation: FHFC or HUD or their duly authorized monitoring agents, the County, NEFI, or the City of Pensacola Housing Department.

5.1. CEII shall at all times monitor the occupancy and maintain auditable records clearly indicating that the SHIP and HOME assisted rental units remain in total compliance with the rent controls for the full duration of this Agreement. Further, at the time of initial one hundred (100%) percent lease-up, and at least annually thereafter for the duration of this Agreement, CEII, with assistance of ECOH and Pathways, shall ensure that documentation is provided to the County or its agent, NEFI, evidencing compliance with the rent and occupancy provisions of Article V Section 5 above with respect to the SHIP and HOME assisted units. The income of all SHIP and HOME assisted clients (tenants) shall be recertified at least annually, or at the time of initial occupancy of a Project unit, whichever occurs earlier. It shall be the responsibility of CEII to ensure that complete copies of all client (tenant) recertifications are provided to the County's agent, NEFI, at least annually.

5.2. CEII, Pathways and ECOH shall cooperate fully with the County; its agent, NEFI; the City of Pensacola Housing Department; HUD; the State of Florida; FHFC or their duly authorized representatives, during the conduct of the annual performance review and/or the annual monitoring of the Project. Access to all pertinent records and project information shall be afforded to such entities upon reasonable request.

ARTICLE VI

Agreement Period

6. This Agreement shall commence on the 2nd day of June, 2011, and shall terminate exactly twenty (20) years from the date of CEII's execution of the Mortgage and Promissory Note included in this Agreement by reference, unless terminated earlier per Section 6.1. All provisions stated herein shall remain in force for the full term of this Agreement.

6.1. If CEII, Pathways or ECOH should fail to perform their duties and responsibilities as defined herein, or should HOME and/or SHIP Grant funds cease to be available to the County, the County may, without any legal or financial liability, or recourse to CEII, Pathways or ECOH, terminate this Agreement by providing written notice to CEII, Pathways or ECOH fifteen (15) days in advance of the effective date of such termination. In the event of termination for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to CEII, Pathways or ECOH, and such payments shall be made only to the extent that HOME and SHIP Grant funds are made available to the County for such purposes. Alternatively, in the event of termination for CEII, Pathways or ECOH 's failure to perform, the County shall afford CEII, Pathways or ECOH the opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all Grant payments pending successful resolution of the deficiency by CEII, Pathways or ECOH. Failing actions by CEII, Pathways or ECOH to rectify the deficiencies within the fifteen (15) day period, the County shall thereupon immediately initiate action, including foreclosure actions in accordance with provisions of the mortgage and note to recover any previously expended HOME and/or SHIP funds from CEII, Pathways or ECOH.

ARTICLE VII Records

7. The County, NEFI, CEII, Pathways and ECOH agree to maintain records specifically related to this project in an organized and properly indexed manner as to assure proper accountability and documentation of all project related activities, expenditures and actions.

7.1. The County, NEFI, CEII, Pathways and ECOH Project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following the termination of this Agreement, unless such records are the basis of litigation or audit, under which circumstance, they shall be maintained indefinitely pending the outcome of such litigation or audit. Access to such records shall be provided to the County, City of Pensacola (or the Pensacola Housing Department), NEFI, the State of Florida, FHFC, HUD, and other duly authorized parties upon reasonable request.

7.2. CEII and Pathways shall be jointly responsible for continually maintaining readily accessible, written documentation regarding SHIP and/or HHRP assisted units and families as required by Florida Statutes, Chapter 420, Sections 420.907-420.9079 and FHFC Administrative Rule 67-37, and any amendments thereto, and as required by the HOME Investment Partnership Act (HOME) Regulations at 24 CFR Part 92, including but not limited to: tenant applications; tenant income information; HOME or SHIP assisted unit occupancy, HOME, SHIP and non-HOME/SHIP rent information, and rental unit inspection records.

7.3. CEII, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of CEII as required by the HUD Regulation at 24 CFR Part 92.505(b) and 92.506 and pertinent requirements of Florida Statutes, Chapter 420, Sections 420.907-420.9079 . Said audit must be undertaken in conformance with the requirements of OMB Circular A-122 and the following requirements of OMB Circular A-110; Attachments B, F, H, and O. One (1) complete original of each annual audit shall be provided to NEFI, as agent for the County, or to the Escambia County Office of the Clerk of the Circuit Court/Finance Division by CEII for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by CEII, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to NEFI or the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

ARTICLE VIII Insurance and Indemnification

8. CEII, Pathways and ECOH shall act as independent contractors, and not as employees of the County or its designated Agent, NEFI, in providing the aforementioned service. CEII, Pathways and ECOH shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc. (NEFI), and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. CEII, Pathways and ECOH's obligation shall not be limited by, or in any way to,

any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

8.1 CEII shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. The recipient shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of \$1,000,000 per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County, and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$300,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. CEII shall procure and maintain a workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or shall provide written documentation of exemption from such requirements. The other party shall also purchase any other coverage's required by law for the benefit of the employees. CEII shall ensure that all construction, installation or similar contractors employed by CEII in the completion of this project shall maintain workmen's compensation coverage in limits required by law.

All of the above policies shall be with carriers admitted to do business in the State of Florida. CEII shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and NEFI as additional insureds and the certificate holder shall provide that Escambia County, and NEFI shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, and/or NEFI, CEII shall furnish copies of CEII's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, as determined by the County, which shows policies with Insurers with a Secure A.M. Best rating and financial rating guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. CEII shall

replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and NEFI and shall file with the County, and NEFI Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, and NEFI, CEII shall, upon instructions of the County and NEFI, cease all operations under the Agreement until directed by the County, and NEFI, in writing, to resume operations.

8.2 CEII required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above CEII's coverage. CEII's policies of coverage will be considered primary as related to all provisions of the Agreement.

8.3 CEII agrees to pay on behalf of the NEFI, and/or County, as well as provide a legal defense for the NEFI and/or County, which will be done only if and when requested by NEFI and/or County, for all claims as described in Article V of this Agreement. Such payment on the behalf of the NEFI and/or County shall be in addition to any and all other legal remedies available to NEFI and/or County and shall not be considered to be NEFI and/or County's exclusive remedy.

8.4 CEII and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. CEII agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of CEII, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this Agreement. Further, CEII assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE IX Certification of CHDO Qualification

9. CEII is currently a chartered Florida non-profit, Community Development Corporation, organized in accord with Florida Statutes, and has obtained the approval of the U.S. Internal Revenue Service as a 501(c)(3) entity. CEII shall maintain the foregoing status throughout the term of this Agreement, and shall immediately notify the County of any change, revocation, or alteration of such status. Should CEII at any time during the term of this Agreement cease to meet requirements for CHDO designation, the same shall be deemed a breach of this Agreement and this Agreement shall be deemed terminated effectively immediately in accordance with provisions of Article VI Section 6.1, and thereupon, the County shall initiate legal actions against CEII as required to protect the HOME and SHIP assisted property.

9.1. CEII warrants that the corporation meets the definition of a CHDO, as described the HOME Regulations found at 24 CFR Part 92, and such assertion is evidenced by the CHDO Designation appended to this Agreement as **EXHIBIT VIII**. CEII further warrants that it has, as one of its priority purposes, the provision of affordable, decent housing for lower income families, and that CEII has the administrative capability and financial accountability required to implement the HOME and SHIP assisted activities described in this Agreement.

ARTICLE X Project Schedule

10. CEII and County agree that all activities associated with the HOME and SHIP assisted Special Needs Housing Development Project as described herein shall be fully completed within twelve (12) months of the effective date of this Agreement, and that CEII shall make every reasonable effort to attain 100% occupancy within eighteen (18) months of said effective date. The General Project Implementation Schedule included in **EXHIBIT IX** shall be utilized as performance guideline for the project.

ARTICLE XI General Provisions

11. The County, CEII, Pathways, ECOH and their agents or representatives shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the SHIP Regulations and HOME Investment Partnerships Program Regulations, and subsequent amendments thereto. In the event of conflict between the governing regulations, the stricter interpretation shall govern, unless the issue is only with respect to the HOME set-aside units, wherein the HOME Regulations shall govern. CEII shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable to CEII. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development.

11.1. CEII, Pathways, ECOH, County and their agents or representatives shall fully conform to the provisions and requirements of the State Housing initiatives Partnership Program as found at Sections 420.907-420.9079 of the Florida Statutes and 67-37 of the Florida Administrative Code, and subsequent amendments thereto. Acceptance of such requirements is evidenced by the acknowledgement contained in **EXHIBIT X**.

11.2. CEII, Pathways, ECOH and County agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations appended hereto as **EXHIBIT XI**, *especially with regard to the HOME assisted units*. Such Federal requirements which are more fully described in **EXHIBIT XI** include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint

Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, CEII certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this agreement as only ten (10) units will be HOME-assisted.

11.3. CEII, acting as Project developer, shall not be required to comply with sealed bidding and related procurement requirements of OMB Circular A-85. As stipulated in the CEII CHDO Development Proposal for Special Needs Housing included in **Exhibit II** of this Agreement, CEII shall utilize a Development Team to fully complete development of the Project. Members of the Development Team as identified in the CHDO Development Proposal are acceptable to the County and NEFI. In the event that any members of the Development Team are changed by CEII after execution of this Agreement, CEII shall notify the County via NEFI of such change(s) prior to formally contracting for the services of the newly engage firms or parties.

11.4 CEII, Pathways and ECOH shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or familial status. CEII, Pathways and ECOH shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. CEII, Pathways and ECOH agree to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.

11.5. CEII, Pathways and ECOH are familiar with all of the terms and conditions of this Agreement and its responsibilities, indemnities, guarantees and warranties contained herein. CEII, Pathways and ECOH agree unconditionally to these terms.

ARTICLE XII

Understanding of Terms

12. **EXHIBITS I-XI**, attached hereto are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.

12.1. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

12.2. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

12.3. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

12.4. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

12.5. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.

12.6. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

12.7. The terms of this Agreement shall survive closing upon the project.

IN WITNESS WHEREOF, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first above given.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kevin W. White, Chairman

BCC Approved: June 2, 2011

Agreement Executed: _____, 2011

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

BY: _____
Deputy Clerk

(SEAL)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: Kristin Hual

Title: ACA

Date: 4/28/11

Community Enterprise Investments, Inc., a not for profit corporation chartered in the State of Florida

By: _____
_____, President

ATTEST:

Corporate Secretary
(SEAL)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ who is President of Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

- ___ is/are personally known to me.
- ___ produced current Florida driver's license as identification.
- ___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

Pathways for Change, Inc., a not for profit corporation chartered in the State of Florida

By: _____
_____, President

ATTEST:

Corporate Secretary

(SEAL)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ who is President of Pathways for Change, Inc., a not for profit corporation, who did not take an oath and who:

- ___ is/are personally known to me.
- ___ produced current Florida driver's license as identification.
- ___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation chartered in the State of Florida

By: _____
_____, President

ATTEST:

Corporate Secretary

(SEAL)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ who is President of The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

EXHIBIT I

**Board of County Commissioners Resume
Approval of HOME and SHIP Program Funding**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

4. Taking the following action concerning approval of the 2009 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG; Cost Centers to be assigned):

1829

A. Approving the 2009 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2009 Annual Plan, detailing use of 2009 Community Development Block Grant (CDBG) funds, in the amount of \$2,101,113; 2009 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,795,021; and 2009 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,704; and

B. Authorizing the County Administrator to execute the 2009 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2009 CDBG, 2009 HOME, and 2009 ESG Programs.

5. Taking the following action regarding the Community Development Block Grant-Recovery (CDBG-R) Grant for Sanitary Sewer Improvements awarded by the U.S. Department of Housing and Urban Development (Funding: Fund 129/CDBG, Cost Center to be assigned):

1829

A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$559,361, providing for the construction of public sanitary sewer system improvements in the Dorrie Miller/Aviation Field neighborhood, utilizing CDBG-R funds;

B. Authorizing the Chairman or County Administrator, as appropriate, to execute the Interlocal Agreement and all related documents as required to implement the project; and

C. Authorizing the Office of the Clerk of the Circuit Court to record the Interlocal Agreement in the Official Records of Escambia County.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-30. Approval of Various Consent Agenda Items – Continued

22. Continued...

B. Adopting a Resolution (*R2007-129*) authorizing the Chairman to sign the County Incentive Grant Program Agreement; and

C. Authorizing the Chairman to sign the Resolution.

23. Adopting a Resolution (*R2007-130*) declaring a public purpose and authorizing construction of driveway improvements on private property owned by St. Andrew United Methodist Church at 836 West Michigan Avenue (Funding Source: Local Option Sales Tax II, Fund 351). 2022

24. Ratifying the action of Escambia County Community Redevelopment Agency (CRA) accepting the "Operation Brownsville" Follow-Up Action Register to continue enhanced operations in the Brownsville Redevelopment Area; the total financial contribution from the CRA Tax Increment Financing Trust Fund throughout the 2006-2007 and 2007-2008 Fiscal Years is \$1,183,120 (Cost Center: 220515). 2022

25. Taking the following action concerning the 2007 Escambia Consortium Annual Action Plan: 2022

A. Approving the 2007 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2007 Annual Plan, detailing use of 2007 Community Development Block Grant (CDBG) funds, in the amount of \$2,142,493; 2007 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,642,280; 2007 HOME American Dream Downpayment Initiative (ADDI) funds, in the amount of \$30,345; and 2007 Emergency Shelter Grant Program (ESG) funds, in the amount of \$92,982; and

B. Authorizing the County Administrator to execute the 2007 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U. S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2007 CDBG, 2007 HOME, 2007 ADDI, and 2007 ESG Programs.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-6. Approval of Various Consent Agenda Items

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, approving various Consent Agenda Items 1 through 6, as follows:

1818

1. Taking the following action regarding the Escambia/Pensacola 2008–2010 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan:

1818

[Click here and go to Pages 38-86 to view the SHIP Program Annual Report \(July 1, 2008- June 30, 2009\)](#)

- A. Approving *(to adopt)* a Resolution *(2007-88)* adopting the Escambia/Pensacola 2008-2010 SHIP Local Housing Assistance Plan, including SHIP-financed, affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications as recommended by the Board-appointed Escambia/Pensacola Local Housing Partnership; projected SHIP funding for each year of the three-year Plan period is: 2008 – \$2,879,133; 2009 – \$2,879,133; and 2010 – \$2,879,133, including estimated program income;
- B. Approving the SHIP Program Interlocal Agreement with the City of Pensacola, providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
- C. Authorizing the Chairman and/or County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Program Plan and all related activities; and
- D. Authorizing the Office of the Clerk of the Circuit Court to record the *Interlocal Agreement* in the Official Records of Escambia County.

EXHIBIT II

**HOME CHDO
2011 REQUEST FOR PROPOSALS**

FOR

TARGETED SPECIAL NEEDS HOUSING DEVELOPMENT

EXHIBIT III

CHDO SPECIAL NEEDS HOUSING DEVELOPMENT

CLINTON COX RESIDENCE PROJECT BUDGET AND SOURCES/USES STATEMENT

| CHDO Housing Development Project | | 12 units | |
|---|--|--|------------------|
| Special Needs Housing (Clinton Cox Residence) | | DEVELOPMENT COST PROFORMA (all costs are estimated) | |
| | | PER UNIT | TOTAL |
| USES | | COSTS | COSTS |
| PROPERTY & FACILITY CONSTRUCTION: | | | |
| Acquisition/Land (Value of Donation) | | 8,333.33 | 100,000 |
| General Conditions (incl. W/C, Payroll Taxes & Misc.) | | 6894.29 | 90,684 |
| Site Preparation/Site Work | | 6999 | 84,741 |
| Architect & Engineering Fees | | 3,205.25 | 38,463 |
| Building/Development Permits & Impact Fees | | 2083.33 | 25,224 |
| Foundation & ICF Wall System | | 8446 | 102,260 |
| Rough Framing/Dry-in (including windows, doors & roofing) | | 11794.42 | 142,799 |
| Exterior & Interior Finishes and Furnishings | | 7730.17 | 93,590 |
| Plumbing/HVAC/Electrical | | 12916.66 | 156,402 |
| Insurance (general liability, construction & builders risk) | | 964.25 | 11,571 |
| Contractor's Overhead & Profit | | 2926.17 | 35,114 |
| Project Contingency | | 1536.25 | 18,435 |
| CHDO (CEII Developer's Fee) | | 4,166.66 | 50,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL USES (includes value of donated property) | | 79,107 | 949,283 |
| | | | |
| SOURCES | | | Permanent |
| First Mortgage (Private Lender) | | 27,568.33 | 369,283 |
| 2nd Mortgage - ESCAMBIA SHIP & HOME Loan | | 40,000 | 480,000 |
| Equity (Land) | | 8,333 | 100,000 |
| | | | |
| TOTAL SOURCES (includes value of donated property) | | 79,107 | 949,283 |
| | | | |

NOTE: THE PROJECT DEVELOPMENT BUDGET **DOES NOT INCLUDE** THE \$10,000 IN HOME SUPPORT PROVIDED TO ECOH THROUGH THIS AGREEMENT. IT IS OVER AND ABOVE THE DEVELOPMENT BUDGET CITED ABOVE.

**Payment Process for
Project Management (Developer's) Fee**

The Project Management (Developer's) Fee of shall be payable to CEII in installments throughout the design, development and construction phases of the Project. CEII is authorized to request Project Management (Developer's) Fee disbursements at the following stages of the project in the up to the stated amounts.

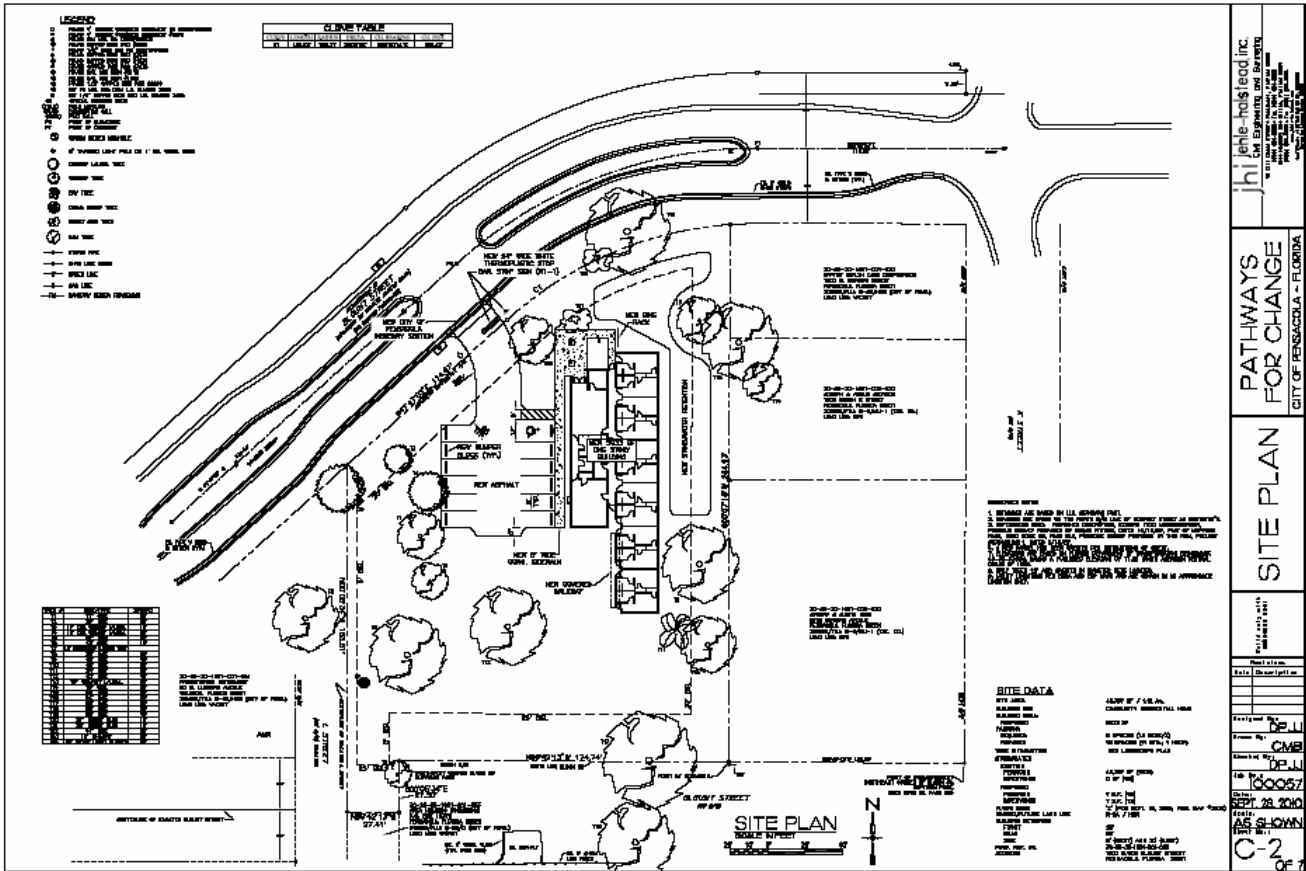
| | |
|--|---|
| Construction Plans approved by City of Pensacola (Permit Ready) | 5% of Developer's Fee, not to exceed \$2,500 |
| Execution of Project Construction Contract (fully executed copy provided to NEFI) | 5% of Developer's Fee, not to exceed \$2,500 |
| Facility Construction: Foundation Complete and Approved (verified by Building Inspection records) | 10% of Developer's Fee, not to exceed \$5,000 |
| Facility Construction: Rough Framing Complete and Approved (verified by Building Inspection records) | 15% of Developer's Fee, not to exceed \$7,500 |
| Facility Construction: Facility Dried-in with roof & windows installed. Subcontractor rough-ins (plumbing, electrical, HVAC) Complete and Approved (verified by Building Inspection records) | 10% of Developer's Fee, not to exceed \$5,000 |
| Facility Construction: Interior Completion Stage (deemed complete upon sheetrock installation) | 10% of Developer's Fee, not to exceed \$5,000 |
| Facility Construction: Facility Substantially Complete-Certificate of Occupancy Issued (verified by Building Inspection records) | 20% of Developer's Fee, not to exceed \$10,000 |
| Facility Complete (including any punch list items), accepted by Pathways, and Ready for Occupancy | Unpaid balance of Developer Fee, to exceed \$12,500 |

EXHIBIT IV

PROJECT LOCATION

**DEVELOPMENT SITE MAP AND
LEGAL DESCRIPTION**

PROJECT DEVELOPMENT SITE MAP



Escambia County Property Appraiser
302S301001001030 - Full Legal Description

LTS 1 TO 12 BLK 30 OR 6431 P 1601 ALSO NLY 1/2 OF ALLEY JOINING LTS MB 13 P 356 LESS OR 629 P 892 JACKSON LESS DB 508 P 67 PULLEY LESS OR 2002 P 345 PENSACOLA POB INC KUPFRIAN PARK PLAT DB 62 P 245 SEC 29/30 T 2S R 30 ALSO ADJOINING 1/2 OF VACATED OSCEOLA BLVD MIN BK 66 P 328 AND 1/2 OF L ST (LAMAR ST ON PLAT) LYING S OF SELY LI OSCEOLA BLVD & N LI CONNECTING NE COR LT 11 BLK 22 WITH NW COR LT 7 BLK 23 OR 4162 P 541 CA 114

EXHIBIT VI

AFFIRMATIVE MARKETING AND MINORITY OUTREACH STANDARDS

AFFIRMATIVE MARKETING AND MINORITY OUTREACH:

The Escambia Consortium, all participating administering entities, and participating CHDO organization(s) shall make reasonable outreach efforts to include minority and women-owned businesses in the activities associated with the local HOME Program. Further, the Consortium shall maintain, to the extent allowed by law, a preference for utilization of MBE and WBE firms in conducting the business of the individual jurisdictions comprising the Consortium. This preference will include activities and contracts resulting from implementation of the HOME Program. At a minimum, the Consortium, and participating CHDO organization(s) shall document attainment of the following standards:

1. A good faith, comprehensive and continuing effort to reach and involve minority and women-owned businesses in local program activities.
2. Publication of the jurisdictional commitment and intent to utilize minority and women-owned businesses in the conduct of business.
3. Designation of key staff with oversight responsibility for such efforts and activities.
4. Make efforts to utilize all available and appropriate public and private sector resources in support of MBE/WBE outreach activities.

HOME related implementation activities will minimally include:

1. Obtaining a listing of all local minority and women-owned businesses within Escambia and Santa Rosa Counties, including the services or products offered, and the capacity of such vendors.
2. Include notices concerning the interest in obtaining MBE/WBE participation in all program related advertisements in the major local newspaper having the widest circulation.
3. Seek the participation of licensed minority and/or women-owned local construction contractors in the rehabilitation, reconstruction or new construction activities.
4. Maintain records documenting endeavors to encourage participation, and written statistical information clearly indicating the level of participation actually attained.
5. Document non-HOME related activities and efforts to utilize MBE/ WBE vendors in the supply of goods and services, especially with regard to routine procurement of goods and services by the jurisdictions comprising the Consortium.
6. Work closely with participating CHDO's and local non-profits to ensure maximum MBE/WBE participation in the set-aside project(s) supply and construction phase, and to ensure affirmative marketing of units made available for rental occupancy following project development.

A close working relationship, contractual agreements, and intergovernmental agreements involving the Consortium members are in place which afford the continuing support, assistance, and involvement of the Escambia-Pensacola Human Relations Commission (HRC) in fair housing education, monitoring, complaint investigation, mediation, and outreach activities within the community. Both the City of Pensacola and Escambia County have approved Fair Housing Ordinances which are enforced through the agreements with the HRC, and the State of Florida's Fair

Housing Law is nearing approval as substantially equivalent to the Federal Fair Housing Law. Plans are underway to provide the ability for the local HRC to investigate and resolve locally originated complaints under the authority provided by the State Statute thereby ensuring conformity and concurrence. A variety of local activities are annually undertaken to educate the public concerning fair housing and to ensure wide distribution of information concerning the subject to area realtors, builders, apartment managers, financial institutions, and the public at large.

AFFIRMATIVE MARKETING PLAN

The Escambia County Consortium's Affirmative Marketing Plan is designed to provide information and to attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. Though this Plan addresses all types of housing, for purposes of the HOME Program, the Plan's primary application shall be in regard to the CHDO set-aside project, which will be rental in nature and require marketing of units, and the Homebuyer Assistance activity, which shall be generally available on a first come-first served basis within the defined jurisdiction. The Substantial Rehabilitation/ Reconstruction component will address homeowner occupied units drawn in priority order from the existing rehabilitation assistance waiting lists maintained by each jurisdiction, and as a result related marketing will be a minimal requirement. TBRA will be marketed affirmatively in accordance with the governing policies and procedures outlined herein.

The Plan consists of five key sections, those being:

1. Methods for informing the public, owners, and potential tenants about Federal Fair Housing laws and the Affirmative Marketing Policy. Press releases and extensive use of the Equal Housing Opportunity logotype will be used to attempt to inform the maximum number of persons. The assistance of the local Human Relations Commission will also be solicited.
2. Rental property owners participating in CDBG, HOME, SHIP Rental Development, Rehabilitation, or other assisted housing efforts provided through Escambia County, the City of Pensacola, or Santa Rosa County shall undertake the following:
 - a. Use the Equal Housing Opportunity logo, slogan, or statement in all advertising.
 - b. Where appropriate, advertise in various media, including minority media, in order to reach those persons least likely to apply for housing.
 - c. Continually maintain non-discriminatory hiring practices.
 - d. Adopt or display Fair Housing or Affirmative Marketing information, posters, signs, etc., in the sales or rental office(s).
3. Make contact with and pursue applications from persons in the housing market who are not likely to apply through normal channels without outreach. Efforts should be made to contact such persons through local churches, community centers, neighborhood organizations, human relations agencies, and social service agencies.

4. Each jurisdiction, or their administrative agent(s), shall maintain documentation and records evidencing affirmative marketing of units by the participating rental managers, landlords, or other responsible parties. Records shall include such items as: copies of media releases/coverage, copies of related correspondence, copies of contracts or signed documents placing affirmative marketing requirements upon participating agencies, and monitoring of tenant occupancy in assisted projects to ensure regulatory compliance.

5. The Escambia-Pensacola Human Relations Commission shall assess/monitor the affirmative marketing efforts of participating parties through spot checks, complaint investigation, verifying use of Equal Access symbols/logos and information, and maintaining information concerning occupancy by racial and gender composition. Through the enforcement powers provided to the local HRC violations of such provisions will be promptly addressed.

Such provisions shall not apply to units rented to families receiving rental assistance provided through a local PHA.

EXHIBIT VII

SECTION A

MAXIMUM INCOME AND RENT LIMITATIONS

=====

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective May 14, 2010)

EFFECTIVE FOR 2010 AND SUBJECT TO REVISION ANNUALLY BY THE
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

| Income Level | 1 person | 2 people | 3 people | 4 people | 5 people | 6 people |
|--------------|----------|----------|----------|----------|----------|----------|
| 50% AMI | \$20,150 | \$23,000 | \$25,900 | \$28,750 | \$31,050 | \$33,350 |
| 80% AMI | \$32,200 | \$36,800 | \$41,400 | \$46,000 | \$49,700 | \$53,400 |

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

SECTION B

HOME ASSISTED UNITS – MAXIMUM PROJECT RENTS

(Applicable to HOME and SHIP Assisted Units only)

=====

MAXIMUM RENT LIMITS

The Maximum Affordable Rental shall conform to the lower of the *Fair Market Rent (FMR)* or the *High HOME Rent* as published annually by the U. S. Department of Housing and Urban Development for tenants at or below 80% of median income and shall conform to the *50% Rent Limit (the Low HOME Rent)* for tenants at or below 50% of median income (adjusted for tenant paid utilities). Maximum rents are stipulated in the table provided below. The current (FY 2010) rents for the **Pensacola MSA** are:

U. S. DEPARTMENT OF HUD 05/2010
STATE: FLORIDA

----- 2010 HOME PROGRAM RENTS -----

| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
|------------------------------------|------------|------|------|------|------|------|------|
| Pensacola-Ferry Pass-Brent, FL MSA | | | | | | | |
| LOW HOME RENT LIMIT | 503 | 539 | 647 | 747 | 833 | 920 | 1006 |
| HIGH HOME RENT LIMIT | 635 | 682 | 799 | 939 | 1028 | 1116 | 1203 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 662 | 720 | 799 | 1158 | 1401 | 1611 | 1821 |
| 50% RENT LIMIT | 503 | 539 | 647 | 747 | 833 | 920 | 1006 |
| 65% RENT LIMIT | 635 | 682 | 821 | 939 | 1028 | 1116 | 1203 |

EXHIBIT VIII

CEII DOCUMENTATION OF CHDO ELIGIBILITY



Neighborhood Enterprise Foundation, Inc.

Post Office Box 18178
Pensacola, Florida 32523-8178
Phone 850-458-0466
FAX/TDD 850-458-0464

November 19, 2009

Mr. Jim Oleksak, Executive Director
Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32502

**RE: 2009/2010 Community Housing Development Organization (CHDO)
Designation: Community Enterprise Investments, Inc. (CEII)**

Dear Mr. Oleksak:

On behalf of the jurisdictions comprising the Escambia Consortium, I am pleased to advise you of CEII's continuing qualification as a **Community Housing Development Organization (CHDO)** as defined by the HUD HOME Investment Partnerships Program Regulations. Such continuing designation is based upon the documentation and supporting information received by the Consortium with your HOME CHDO Checklist on October 23, 2009. CEII has demonstrated a strong commitment to the development of affordable housing in the community, and to maintaining quality units for lower income families who have limited housing alternatives.

At your earliest convenience, please submit a copy of your most recent audit from and independent CPA as well as a current listing of your board members for our records. We look forward to working with you on mutual affordable housing interests in the coming year. Please do not hesitate to call me if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Nunnari", is written over a horizontal line.

Meredith Reeves Nunnari
Deputy Executive Director

c: Robert R. McLaughlin, County Administrator
Keith Wilkins, Deputy Bureau Chief, Neighborhoods/Community Services Bureau
Pat Hubbard, Director, Pensacola Housing Department

EXHIBIT IX

**PROJECTED CHDO PROJECT
IMPLEMENTATION SCHEDULE**

**CLINTON COX RESIDENCE TRANSITIONAL HOUSING
CHDO PROJECT IMPLEMENTATION SCHEDULE
(PROJECTED)**

| | |
|-------------------------------|--|
| March - May 2011 | Undertake Professional Site Environmental Assessment (Phase I) and complete CHDO Environmental Review Project Update |
| April - May 2011 | Formalize Agreement with Designated CHDO Including County and CHDO Board Approval |
| May 2011 | Formal Agreement Between CHDO and PJ Becomes Effective |
| May - June 2011 | Project Financing Secured and Available for All Phases of CHDO Project |
| July 2011 | Set-up Project in IDIS (commitment) |
| July 2011 – August 2011 | Review and Update Development Plans, Complete Revisions to Specifications and Drawings and Obtain any Required Permitting Authority Approvals (required to move forward with construction) |
| August 2011 | Construction Contracts Complete and Executed by CEII and Contractor |
| August 2011 | Notice to Proceed on Construction Issued |
| August 1, 2011 – May 31, 2012 | Construction Phase (Includes Construction Inspections, Expenditure of HOME, SHIP and Other (non-HOME or SHIP) Funds, and Certificate of Completion) |
| April 2012 – June 2012 | Initial Applicant Processing and Lease-up of SHIP and HOME Units |
| June 30, 2012 (targeted) | All SHIP and HOME Units Occupied by Eligible Families as Certified by CEII and County including documentation of tenant income, occupancy monthly rent compliance |
| August 2012 – October 2012 | File Project Completion Report (IDIS) Including Tenant Characteristics Data (Initial Lease-up Information) |

Following initial lease-up, the annual certification, occupancy standards and SHIP and HOME unit rents shall be reviewed at least annually for the duration of the affordability period as required by this Agreement.

EXHIBIT X

**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM
(SHIP) ADMINISTRATIVE RULE 67-37**

**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37** and copies of any amendments to the governing Rules as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rules and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rules or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance CD and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rules in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rules and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this Agency.

Community Enterprise Investments, Inc.,
a Florida non profit corporation

By: _____

_____, President

The full text of the above noted regulations and requirements may be reviewed in detail at the following Florida Housing Finance Corporation address:

www.floridahousing.org

<http://www.floridahousing.org/FH-ImageWebDocs/SHIP/HHRP%2067ER08-01%20through%2007.doc>

**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37** and copies of any amendments to the governing Rules as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rules and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rules or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance CD and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rules in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rules and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this Agency.

Pathways for Change, Inc.,
a Florida non profit corporation

By: _____

_____, President

The full text of the above noted regulations and requirements may be reviewed in detail at the following Florida Housing Finance Corporation address:

www.floridahousing.org

<http://www.floridahousing.org/FH-ImageWebDocs/SHIP/HHRP%2067ER08-01%20through%2007.doc>

**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37** and copies of any amendments to the governing Rules as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rules and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rules or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance CD and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rules in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rules and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this Agency.

The EscaRosa Coalition on the Homeless, Inc.,
a Florida non profit corporation

By: _____

_____, President

The full text of the above noted regulations and requirements may be reviewed in detail at the following Florida Housing Finance Corporation address:

www.floridahousing.org

<http://www.floridahousing.org/FH-ImageWebDocs/SHIP/HHRP%2067ER08-01%20through%2007.doc>

EXHIBIT XI

HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROGRAM AND RELATED FEDERAL RULES AND REGULATIONS GOVERNING PROJECT ACTIVITIES

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Community Enterprise Investments, Inc.,
a Florida non profit corporation

By: _____

_____, President
(Print Name)

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Community Enterprise Investments, Inc. certifies that each will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company(ies): Community Enterprise Investments, Inc. Date: _____,
2011

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-07/09-DC-12-0225

Community Enterprise Investments, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

302 N. Barcelona Street
Pensacola, Florida 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Estimated: Two (2)

Community Enterprise Investments, Inc.,
a Florida non-profit corporation

By: _____

_____, President
(Print Name)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Community Enterprise Investments, Inc.,
a Florida non profit corporation

By: _____

_____, President

(Print Name)

Project: **CHDO Special Needs Housing Development**

Firm/Agency: **Community Enterprise Investments, Inc.,**
Street Address: 302 N. Barcelona Street
Pensacola, Florida 32501

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (2) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pathways for Change, Inc.,
a Florida non profit corporation

By: _____

_____, President
(Print Name)

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Pathways for Change, Inc. certifies that each will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company(ies): Pathways for Change, Inc. Date: _____, 2011

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-07/09-DC-12-0225

Pathways for Change, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

1211 West Fairfield Drive
Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Estimated: Three (3)

Pathways for Change, Inc.,
a Florida non-profit corporation

By: _____

_____, President

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Pathways for Change, Inc.,
a Florida non profit corporation

By: _____

_____, President

(Print Name)

Project: **CHDO Special Needs Housing Development**

Firm/Agency: **Pathways for Change, Inc.,**
Street Address: 1211 West Fairfield Drive
Pensacola, Florida 32501

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (3) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The EscaRosa Coalition on the Homeless, Inc.,
a Florida non profit corporation

By: _____

_____, President
(Print Name)

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The EscaRosa Coalition on the Homeless, Inc. certifies that each will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or

- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Company(ies): The EscaRosa Coalition on the Homeless, Inc. Date: _____, 2011

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-07/09-DC-12-0225

The EscaRosa Coalition on the Homeless, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

2601 W. Strong Street
Pensacola, FL 32505

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Estimated: Two (2)

The EscaRosa Coalition on the Homeless, Inc.,
a Florida non-profit corporation

By: _____

_____, President

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The EscaRosa Coalition on the Homeless, Inc.,
a Florida non profit corporation

By: _____

_____, President

(Print Name)

Project: **CHDO Special Needs Housing Development**

Firm/Agency: **The EscaRosa Coalition on the Homeless, Inc.,**
Street Address: 2601 W. Strong Street
Pensacola, Florida 32505

APPLICABLE FEDERAL/STATE/LOCAL RULES AND REGULATIONS

Officers, Directors, Members and Employees of Community Enterprise Investments, Inc., Pathways for Change, Inc. and The EscaRosa Coalition on the Homeless, Inc., all Florida non-profit corporations shall fully comply with all applicable provisions of the below described laws, rules, and regulations during the term of this Agreement and with respect to any and all activities which are funded in whole or in part with HOME funds:

1. No person shall be discriminated against in employment, housing, and/or access to employment and/or housing on the grounds of race, color, national origin, disability, religion, sex, or familial status, or be excluded, denied benefits, or subjected to discriminatory treatment related thereto.
2. Section 3 of the Housing and Urban Development Act of 1968 which requires that to the greatest extent feasible, opportunities for training and employment arising from HOME activities will be provided to low-income persons residing in the program service area (defined as Escambia County, Florida). Further, to the greatest extent feasible, contracts for work (all types) to be performed in connection with HOME will be awarded to business concerns which are located in or owned by persons residing in the program service area (defined as Escambia County, Florida).
3. Outreach efforts shall be extended to include the participation of minority and women owned businesses, to the maximum extent feasible, in the HOME funded activities as provided by Executive Orders 11625, 12432, and 12138. Procedures for such outreach efforts are provided in EXHIBIT VI of this Agreement.
4. All procedures and policies related to the marketing and rental of units assisted with HOME funds shall conform to the requirements of the Federal Fair Housing Act (24 CFR 100), as amended, and the provisions of the State of Florida Fair Housing Law, F.S. Chapter 760. HOME assisted housing shall facilitate and promote greater housing choice and shall attempt to avoid location of such housing in areas having high concentrations of minority and/or lower income persons.
5. All matters involving HOME funded activities shall comply with the provisions of Executive Order 11063 (24 CFR 107) providing for Equal Opportunity in Housing and Executive Order 11246 (41 CFR 60) providing for Equal Opportunity in Employment.
6. The Age Discrimination Act of 1975 (24 CFR 146) which provides that no person in the United States shall, on the basis of age excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
7. The Civil Rights Act of 1964 (24 CFR 1) which provides under Title VI that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities receiving Federal financial assistance.
8. Sections 503 and 504 of the Rehabilitation Act of 1973 providing for non-discrimination on the basis of physical or mental handicap or disability with regard to any employment or employment related actions.

9. All HOME assisted housing projects and facilities shall be constructed, rehabilitated or otherwise completed in full compliance with provisions of the Lead-Based Paint Poisoning Prevention Act (24 CFR 35), and amendments thereto. The HUD resource document entitled "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing" shall be used in assessing, treating and abating such hazards. All costs for testing and/or abatement actions required with respect to HOME assisted projects or facilities shall be included as a portion of the total project cost, and shall be borne by the project owner. The use of lead-based paint is strictly prohibited. Any HOME assisted residential structure constructed prior to 1978 shall be assessed for the existence of lead-based paint, and surfaces shall be properly treated in accordance with provisions of Federal law and regulations in order to eliminate the hazard to existing or potential residents of such units. Tenants shall be advised in writing of the following cautions with respect to structures built prior to 1978:

- a. The rental units were constructed prior to 1978, and the subject property may contain lead-based paint.
- b. The hazards created by lead-based paint, and the symptoms and treatment of lead-based paint poisoning.
- c. Precautions to be taken to avoid lead-based paint poisoning.
- d. The advisability and availability of blood lead level screening/testing for children under seven years of age. Said screening/testing to be paid by the project owner at no cost to the tenant/resident.
- e. In the event of discovery of lead-based paint on the property, appropriate abatement measures will be immediately undertaken by the project owner.

The entities cited above shall individually or collectively maintain records and documentation which clearly evidences the notification of residents or potential tenants regarding lead-based paint provisions of this Agreement. Further, contracts for all rental properties assisted through this Agreement shall include lead-based paint provisions in clearly stated layman's language.

10. The entities cited above shall individually or collectively shall affirmatively market HOME assisted rental units in accordance with the procedures detailed in EXHIBIT VI of this Agreement. In executing this Agreement, the entities formally adopt the requirements and procedures stipulated in said Exhibit.
11. The environmental review procedures and requirements provided for in 24 Part 58 shall be the responsibility of the County in cooperation with its agent, NEFI, however, the entities cited above shall cooperate and provide the information necessary to assist the County in completing this requirement.
12. Davis-Bacon wage compliance and other Federal laws and regulations pertaining to labor standards shall apply to each project, as defined by the HOME Program Regulations at 24 CFR Part 92.2), which includes a total of 12 or more units. No project activities shall be initiated prior to review and determination of Davis-Bacon applicability. Further, all construction contracts, including those which are otherwise exempt from Davis-Bacon provisions, shall comply with the Contract Work hours and Safety Standards Act and the Fair Labor Standards Act.

- 13. Community Enterprise Investments, Inc., Pathways for Change, Inc. and The EscaRosa Coalition on the Homeless, Inc., all Florida non-profit corporations, are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federal or Federally financed contracts. Further, contractors or subcontractors who are debarred, suspended, or otherwise declared ineligible to participate in Federal or Federally financed project activities shall not be allowed to provide services associated with this agreement.**
- 14. HOME assisted properties may not be located in, nor will HOME funds be invested in properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless flood insurance is obtained and the community in question participates in the National Flood Insurance Program.**
- 15. Provisions of 24 CFR 85.36 and OMB Circular A-110 rules regarding conflict of interest shall apply to all activities associated with this Agreement. Generally, conflict of interest prohibitions require that any person who is an employee, agent, consultant, officer elected official or appointed official of the County, CEII, Pathways, ECOH, NEFI or any subrecipient of HOME funds and who has HOME-related responsibilities or access to HOME project information, shall not obtain a financial benefit or interest from any HOME activity for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.**
- 16. The entities cited above shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and the requirements of 24 CFR Part 92.353 to the extent applicable to this development. .**
- 17. All HOME assisted projects and activities shall be in conformity with the HUD approved Consolidated Plan for Escambia Consortium or the jurisdiction in which the project(s) or activity(s) are being undertaken, and shall be in compliance with all requirements found at 24 CFR Part 92.**
- 18. The entities cited above assure compliance with the Drug-Free Workplace (24 CFR Part 24, Subpart F) and Anti-Lobbying (24 CFR Part 87) requirements, as evidenced by execution of the "CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS" and the "ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS".**
- 19. All HOME assisted facilities shall be designed in conformance with applicable provisions of the Americans with Disabilities Act (ADA).**

The full text of the above noted regulations and requirements may be reviewed in detail at the following addresses:

www.HUD.Gov

http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr92_04.html

(see summary below)

| HOME Documents/ Forms | Incorporated by Reference in Rule Ch. 67-48 F.A.C. at: |
|--|--|
| 24 CFR § 5.611 | 67-48.002(3) |
| 24 CFR Part 92 | 67-48.002(51) |
| 24 CFR Part 91 | 67-48.002(23) |
| CHDO Checklist, effective 11/02 | 67-48.014(2) |
| Davis-Bacon Act, 40 U.S.C. §§ 3142 – 3144, 3146 & 3147 (2002) | 67-48.014(9) |
| 24 CFR Part 70 (volunteers) | 67-48.014(9) |
| Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 – 3706 & 3708 (2002) | 67-48.014(9) |
| Copeland Act (Anti-Kickback Act), 40 U.S.C. § 3145 (2002) | 67-48.014(9) |
| Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.) | 67-48.014(9) |
| Equal Opportunity and Fair Housing as enumerated in Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) | 67-48.014(10)(a) |
| Equal Opportunity and Fair Housing as enumerated in Fair Housing Act (42 U.S.C. §§ 3601 – 3620) | 67-48.014(10)(a) |
| Equal Opportunity and Fair Housing as enumerated in Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101) | 67-48.014(10)(a) |
| Equal Opportunity and Fair Housing as enumerated in Executive Order 11063 (amended by Executive Order 12259) | 67-48.014(10)(a) |
| Equal Opportunity and Fair Housing as enumerated in 24 CFR § 5.105(a) | 67-48.014(10)(a) |
| Environmental Review as enumerated in 24 CFR Part 58 | 67-48.014(10)(c) |
| Environmental Review as enumerated in National Environmental Policy Act of 1969 | 67-48.014(10)(c) |