

**SUBRECIPIENT AGREEMENT**  
**Area Housing Commission**  
**Escambia County Neighborhood Stabilization Program 3 (NSP3)**

**THIS AGREEMENT** is made and entered into this 21st day of July, 2011, by and between the **COUNTY OF ESCAMBIA**, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, a political subdivision of the State of Florida, hereinafter referred to as the "**County**"; and **AREA HOUSING COMMISSION**, with administrative offices located at 1920 West Garden Street, Pensacola, Florida 32502, a public body corporate and politic and a Public Housing Agency designated by the U. S. Department of Housing and Urban Development (HUD) or its assigns, hereinafter referred to as "**AHC**," and for the sole purpose of financing, redeveloping, operating and managing residential rental properties for the benefit of low income persons or families, including special needs, homeless or formerly homeless persons or families in accordance with provisions of the Neighborhood Stabilization Program, specifically Neighborhood Stabilization Program 3, hereinafter referred to as "NSP3."

**W I T N E S S E T H**

**WHEREAS**, the County has elected to participate in the NSP3 Program to target negative impacts of the national home foreclosure crisis upon local neighborhoods for the benefit of the citizens of Escambia County and the City of Pensacola ("City"), and,

**WHEREAS**, said NSP3 Program provides that the County may enter into agreements with non-profit agencies, private corporations, community organizations and/or governmental agencies for purposes of implementing the NSP3 Program; and,

**WHEREAS**, the non-profit AHC has exhibited the managerial and technical ability to develop, manage and administer subsidized and market rate rental housing within the local area; and,

**WHEREAS**, the County hereby elects to partner with the AHC for purposes of implementing the NSP3 Activity identified as *Eligible Use E - Housing Redevelopment (Rehabilitate and/or Redevelop Residential Properties for Permanent Housing for Special Needs)*, hereinafter referred to as "Project," in accordance with governing regulations and requirements stipulated herein, and to enter into an Agreement with the AHC for this purpose; and,

**WHEREAS**, it is in the best interest of the County to enter an agreement with the AHC for the specific purpose of supporting implementation of said Project within Escambia County.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants, the parties agree as follows:

**ARTICLE I**  
Supervision

1. The AHC agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), an operating branch of the Escambia County Community and Environment Department, as designated agent for County.

1.1 Initial contract managers responsible for coordination and administration of this Agreement and attending regular meetings with the AHC, are hereby 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](mailto:Randy_Wilkerson@co.escambia.fl.us)

Contract Coordinator for AHC: Abe Singh, Executive Director  
Area Housing Commission  
1920 West Garden Street  
Pensacola, Florida 32502  
Phone: (850) 438-8561  
Fax: (850) 438-1743  
E-Mail: [Execdir@areahousing.org](mailto:Execdir@areahousing.org)

Contact for Coordination with City of Pensacola: Pat Hubbard, Director (*or designee*)  
Pensacola Department of Housing  
420 West Chase Street  
Pensacola, Florida 32502  
Phone: (850) 858-0350  
Fax: (850) 595-0113  
E-Mail: [PHubbard@co.pensacola.fl.us](mailto:PHubbard@co.pensacola.fl.us)

**ARTICLE II**  
Scope of Services

2. The AHC agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The AHC shall continually cooperate with County, its Contract Manager, the City of Pensacola, HUD, and other external parties as required throughout the planning, design, financing, bidding, rehabilitation/construction, occupancy and operational phases of the Project, specifically involving the rehabilitation of five existing vacant, blighted duplexes currently owned by the AHC. Said units shall be redeveloped to provide permanent rental housing for residential occupancy by individuals or families meeting the Low Income stipulations cited in **EXHIBIT I** and defined in Title III of Division B of the Housing and Economic Recovery Act of 2008” (Public Law 110-289), hereinafter “HERA,” as may be amended, incorporated herein by reference and acknowledged by AHC as provided in **EXHIBIT IX** of this Agreement. The AHC, in consultation with the County and cognizant City of Pensacola permitting agencies, shall properly secure and/or ensure that all plans, approvals, financing agreements, permits, insurances, certifications, contracts, and official actions required to successfully complete the Project are legally secured by any and all parties directly or indirectly participating in the planning, design, development, rehabilitation/construction, and/or occupancy of the Project (rental units). All Project plans, site improvements and facility construction or renovation work shall be properly permitted by all appropriate authorities prior to initiation of any improvements on the Project site. Prior to soliciting

bids or quotes for Project related rehabilitation work financed with NSP3 funds, construction plans and bid specifications shall be submitted for review and approval of the County through its Office of Purchasing. The AHC and its professional consultants shall work closely with the County to ensure that a well advertised, open bid solicitation process is used for the selection of qualified vendors and contractors to perform Project related work. Upon receipt of all necessary approvals and selection of Project contractor(s), the AHC, County, and City, through their respective professional staff and/or consultants, shall perform construction oversight, inspection and approval functions so as to ensure proper completion of the Project. The location of the Project site and AHC ownership is described in **EXHIBIT II** of this Agreement. County and AHC agree that the property on which the Project will be undertaken is owned (fee simple) by AHC as of the date of execution of this Agreement.

### **ARTICLE III** Funding

3. The County agrees to provide NSP3 funding in the maximum aggregate amount of **\$380,000.00** for the purposes of directly paying or reimbursing all costs required to redevelop the five existing vacant duplexes, and accompanying common areas, through extensive rehabilitation as necessary to preserve the units for use as permanent residential housing as described herein. All of these actions shall be accomplished in accordance with the NSP3 requirements stipulated in **EXHIBIT I and EXHIBIT IX** of this Agreement. Such funds are payable solely from available NSP3 funds, subject to possible reduction under Article VI hereof and shall be solely available to the non-profit AHC under the terms of this Agreement. AHC shall be responsible for funding or financing any amounts required above funding provided by the County through this Agreement.

3.1 The County agrees to receive, account for and disburse NSP3 funds from budgets and accounts, as legally established by the County, for the mutual benefit of the AHC and the NSP3 eligible Low Income persons or families to the extent that such benefits conform to the requirements of the HERA.

3.2 The County shall make periodic disbursements from the sum authorized in paragraph 3. above over the period of this contract to the AHC, or on behalf of the AHC, for NSP3 activities and services authorized under the terms and conditions set forth in **EXHIBIT I** of this Agreement, subject to submission of any and all documentation required by NEFI or County with respect to redevelopment and long term use of the residential property(ies) as permanent residential rental housing; determination as to the eligibility of individuals or families occupying the housing; legally filing deed restrictions limiting the use of the property to NSP3 eligible uses in return for NSP3 subordinate financing provided to AHC; compliance with long term affordability requirements with respect to rental occupancy; and any other relevant documentation requested by the contract manager or liaison.

3.3 The method of payment shall be according to the Payments and Procedures, as described in **EXHIBIT I** of this Agreement.

3.4 This Agreement is contingent upon the County's completion and HUD's approval of a 24 CFR Part 58 compliant environmental review record, issuance of environmental clearance finding(s) by the County, and receipt of a written release from HUD authorizing the County to expend the NSP3 Grant funds. This process was completed by the County and approved by HUD with an effective NSP3 funds release date of May 14, 2011.

## **ARTICLE IV**

### **Reporting**

4. The AHC shall cooperate with the County in preparation of NSP3 Quarterly Reports with respect to the Project. Additionally, the AHC shall be responsible for filing and continually updating the Tenant (Resident) Occupancy Report, as described in **EXHIBITS I, IV and V**. All required reports shall be provided to the County (via NEFI) as described in **EXHIBIT IV** of this Agreement.

4.1 The AHC shall use the Report Forms that have been approved by the County as described in **EXHIBIT IV** of this Agreement, unless an alternate form is approved by the County/NEFI.

4.2 The reports shall be due in January, April, July and October, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The reports are due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by both parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The AHC shall provide the County with additional information as may be required by state or federal agencies to substantiate Project activities, property eligibility, tenant/resident eligibility, expenditure eligibility and long term affordability requirements.

## **ARTICLE V**

### **Indemnification and Insurance Requirements**

5.0 AHC is an independent contractor and shall not represent in any matter that AHC is an employee of the County in performing any of the aforementioned activities or services. This Agreement is not intended to create an employer-employee, partnership or joint venture relationship between County, and AHC or their respective directors, officers, employees, or agents. The County shall not exercise control or direction over the manner by which AHC, its employees or representatives provide for activities or services pursuant to this Agreement, except as otherwise outlined in this Agreement as to compliance with applicable federal, state and local law and regulations, or with regard to quality, manner and content of work provided by AHC pursuant to applicable laws and regulations.

5.1 AHC shall indemnify, defend, and hold the County, its officers and employees, harmless from all claims, suits, judgments, damages, or costs arising from its performance or failure to perform the activities or services, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of AHC and persons employed or utilized by AHC as contemplated by this Agreement. The term "County" as used in this section of the Agreement shall mean Escambia County respectively, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. AHC's obligation hereunder 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 of insurance.

5.2 As owner of the Project property and improvements, AHC shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts in managing and implementing the activities described herein with combined single limits of **\$1,000,000**, per occurrence/aggregate including coverage for bodily injury, broad form property damage, personal injury and death, contractual liability, independent contractors, premise/operations, products and completed operations, and fire legal liability. AHC shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. 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 per occurrence of **\$300,000**, including bodily injury, property damage, and death, arising out of ownership or use of any vehicles, including all owned, hired and non-owned vehicles and employee non-ownership use by the AHC.

c. 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.

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

Escambia County  
Office of Risk Management  
P.O. Box 1591  
Pensacola, Florida 32591

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate shall provide that Escambia County 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, AHC shall furnish copies of its 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, which shows policies with Insurers with a secure rating from the most recent edition of A.M. Best Financial Strength 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. AHC shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County 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, AHC shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.3 Builders Risk Insurance Coverage. AHC or the County shall require all civil, utility, commercial, general and/or residential building contractors completing work on the development site to be properly insured for General Liability, Workmen's Compensation and Builder's Risk in minimum limits necessary to secure permits and approvals as required to complete the level of work by the respective contractor. Insurance certificates shall be provided by each contractor prior to initiating any work on the development site.

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

5.5 Loss Control. AHC and the County shall retain control over their respective employees, agents, servants, contractors and subcontractors, as well as control over their invitees, and their activities on and about the subject premises and the manner in which such activities shall be undertaken, and to that end, AHC shall not be deemed to be an agent of the County. Precaution shall be exercised at all times by the parties for the protection of all persons, including employees, and property. The parties shall make special effort to detect hazards and shall take prompt action where loss control or safety measures should reasonably be expected.

5.6 The parties and any of their 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. Each party agrees to indemnify and hold harmless the County, 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 the indemnifying party, 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 work described in this Agreement. Further, each party assumes all legal and financial liability and the direct responsibility for assuring full and complete employee training and protection of the public through the proper testing, management, handling, demolition removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered or used by such party in the completion of the work in any way related to this Agreement.

5.7 Pay on Behalf of the Parties. Each party agrees to pay on behalf of the other party, as well as provide a legal defense for such party, both of which will be done only if and when requested by such party, for all indemnified claims as described in this Agreement, provided the indemnifying party will not be liable for any claim settled without its consent. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be a party's exclusive remedy.

## **ARTICLE VI**

### Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **21st day of July, 2011**, and for NSP property acquisition and redevelopment purposes, **shall terminate on September 30, 2012**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. The County Administrator shall have the authority to automatically renew this agreement for a maximum of one twelve month period beginning October 1, 2012, unless: (1) any of the parties to the agreement provide written notice of their election not to participate at least fifteen days prior to the stated termination date, or (2) AHC fails to complete the stated NSP3 Program activities in accordance with performance and regulatory compliance standards cited herein.

6.1 NSP3 long-term affordability and resident occupancy requirements shall extend beyond the term of this development agreement. Said requirements generally include: maximum

monthly rent limits for tenants occupying the rental units; NSP3 unit occupancy limitations and set-aside requirements; and all related NSP3 reporting and compliance requirements with respect to the Project, as further defined in **EXHIBIT I** of this Agreement. AHC's commitment to comply with said requirements shall commence on the 21st day of July, 2011, and shall terminate **fifteen (15) years** from the date of AHC's execution of the NSP Land Use Restriction Agreement (Deed Restriction) pertaining to this Project.

6.2 Provided, that if the contract managers agree that AHC has failed to satisfactorily perform its duties as set forth herein, or in the event that NSP3 Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.3 Due to the time limitation for obligation of NSP3 funds, the AHC shall be subject to a performance review by the County/NEFI, at six (6) and nine (9) month intervals based upon the effective date of this Agreement. The six (6) month review will be advisory and may be accomplished by a meeting between the AHC and NEFI, as further detailed in Section 6.3 below. The nine (9) month review shall consist of a formal monitoring of the AHC's compliance with NSP3 requirements and its performance under the terms of this Agreement, as further detailed in Section 6.4 below. A formal twelve (12) month review shall be performed if the AHC has failed to accomplish the original performance level or the revised performance level established at the nine (9) month review. The twelve month review shall be optional for agencies that are in conformity with their original or revised performance goals. Failure of the AHC to satisfactorily address the written review comments within ten (10) days of the date of issuance by NEFI or the County shall be grounds for the County to suspend payments and provide notice of impending termination to the AHC.

6.4 The six (6) month review will be advisory in nature and designed to assist the AHC in identifying impediments to effective implementation of the Project. Said review shall minimally consist of a scheduled meeting (or meetings) with the AHC and responsible staff regarding the NSP3 project and related accomplishments, impediments, issues or concerns on behalf of the AHC, County or NEFI. A written report will be issued only if problems, recommendations or concerns are identified in the review.

6.5 At the nine (9) month interval, a formal written performance report shall be provided by the County/NEFI to the AHC. The nine (9) month review shall examine the AHC's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this Agreement, as well as compliance with NSP3 regulatory requirements in carrying out said activities. The report shall indicate the level of NSP3 Program compliance attained by the AHC, any performance or procedural deficiencies, fund obligation/commitment issues or financial concerns, any program or fiscal irregularities and any Project related recommendations or requirements. If, at the nine (9) month interval, at least 40% of the NSP3 funds for rehabilitation of the units described in **EXHIBIT II** of this Agreement have not been expended, AHC shall be determined to be performing at an inadequate level and shall be subject to a reduction in available funding. The only exception to this required adjustment shall be in the event the AHC can clearly document, in writing, the reasons for failure to attain this level of performance. Responsibility for documentation shall rest with the AHC.

6.6 The twelve (12) month review shall examine the participation achieved under the program, review concerns of any party, examine any funds obligation issues, and finalizing any outstanding matters related to meeting Project goals and timelines. Subsequent reviews will be conducted at least annually until all NSP3 activities are completed.

**ARTICLE VII**  
Accountability

7. The AHC agrees to maintain personnel, financial, individual client and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development (“HUD”), NEFI or any of their duly authorized representatives; or the AHC shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The AHC shall be fully responsible and directly liable for the proper expenditure of all NSP3 Program funds provided to the AHC through this Agreement. In the event of misappropriation of NSP3 funds or the use of NSP3 funds for ineligible expenditures by the AHC, said AHC shall be liable for immediate repayment of improperly expended NSP3 funds to the County or HUD, as may be required.

7.3 Any AHC failing to properly manage and account for the expenditure of NSP3 funds, resulting in requirement for repayment of such funds to the County or HUD, shall be barred from participation in all projects or programs involving NSP3 funds, unless such funds are repaid to County or HUD within fifteen (15) days of written notification of such obligation by the County and/or HUD. Any repayment resulting from fraudulent activities shall result in the permanent debarment of the AHC from participation in all County sponsored housing programs.

**ARTICLE VIII**  
Nepotism

8. The AHC agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this Agreement.

**ARTICLE IX**  
Civil Rights and Anti-Discrimination

9. The AHC agrees to abide by the spirit and intent of the Civil Rights Act of 1964 (42 U.S.C. 2000d), as amended, and the Civil Rights Act of 1968, as amended, and implementing regulations related thereto, to ensure that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.



9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Housing and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The AHC accepts sole responsibility for ensuring such non-discriminatory access to the housing and services provided hereunder.

9.2 AHC will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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. The AHC agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

9.3 In carrying out all aspects of the housing activities for which the AHC has contracted hereunder, the AHC shall at all times abide by and maintain full compliance with the requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

## **ARTICLE X**

### **Program Income**

10. Any Program Income generated as a result of NSP3 activities and meeting the definition of program income under the Community Development Block Grant (“CDBG”) regulations at 24 CFR Part 570.500(a), including activities implemented hereunder, shall be retained by AHC as allowed by governing NSP3 regulations and written NSP3 regulatory clarifications promulgated by HUD. Program income generated through the Project will be required by the AHC to ensure proper maintenance, oversight and operation of the affordable housing development for the duration of the NSP3 long term affordability period. For purposes of this project, Program Income is defined as the gross rental income generated through rental of the five duplexes (10 units) assisted hereunder, less total operating costs (expenses) associated with the units. *AHC shall, at least annually for the duration of the Project affordability period, provide to the County a detailed accounting of gross rental revenue and operating expenses associated specifically with the NSP 3 assisted units, and shall clearly state the amount of Program Income earned, if any, as a result of this calculation. This calculation shall be confirmed to the County by AHC’s independent auditor.*

10.1 Any such Program Income shall be exclusively used by AHC to make improvements or enhancements to the NSP3 assisted rental units and/or associated property, including common areas. AHC shall submit documentation to the County evidencing proper accounting for and use of such Program Income in accordance with this provision. If AHC fails to comply with this requirement at any time during the Project affordability period, the County shall require from that point forward that AHC pay any Project related Program Income directly to the County as denoted in subsection 10.3 below.

10.2 Though not anticipated, should the County receive any NSP3 related repayments as a result of or in connection with this Project, the County shall reuse the funds in furthering NSP3 eligible activities or for further disposition as required by HERA Section 2301(d)(4).

10.3 Any repayment of NSP3 funds or associated Program Income in relation to this Agreement, or the Project financed hereunder, shall be repaid to *Escambia County* and credited by the County to the NSP3 Program within the budgets and accounts of the County.

**ARTICLE XI**  
Project Schedule

11. AHC and County agree that all phases of the Project shall be substantially completed within a maximum of eighteen (18) months of the date of this Agreement. Notwithstanding the aforesaid, all deadlines shall be extended for any and all periods of delay resulting from circumstances beyond reasonable control of AHC, including Acts of God, documented periods of inclement weather that prohibit construction work on the site, strikes, labor or material shortages, walkouts, vandalism, civil unrest, war or riot. A projected Project completion schedule is incorporated as **Exhibit VIII** of this Agreement. All parties hereto agree to make reasonable every effort to conform to the milestones established in the completion schedule.

**ARTICLE XII**  
Prohibition Against Use of Eminent Domain

12. Parties to this Agreement agree and affirm that the power of Eminent Domain shall not be utilized with respect to the Project.

**ARTICLE XIII**  
Uniform Requirements

13. The AHC shall comply with applicable provisions of Title III of the Housing and Economic Recovery Act of 2008 (HERA), the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570, all related regulatory requirements and HUD policy directives and guidelines applicable to the NSP financed activities to be implemented through this Agreement. The AHC has been directly provided electronic copies of the entire text of applicable portions of these laws, regulations, HUD policy directives and guidelines prior to initiative Project activities. The AHC has also been directed to the *NSP Resource Exchange* website located at <http://hudnsphelp.info/index.cfm> for additional information, technical support and training regarding NSP3. This is evidenced by execution of the certification of receipt contained in **EXHIBIT IX** of this Agreement. The AHC agrees to comply with any amendments or revisions to said laws, rules, regulatory provisions, policy guidelines or directives as may be promulgated by HUD and as provided to the AHC in writing by the County. Said compliance shall be required as of the date the amended provisions are provided to the AHC by the County and officially acknowledged by the AHC in writing.

**ARTICLE XIV**  
Procurement

14. AHC shall adhere to generally accepted procurement standards in the purchase of construction work, materials, supplies, equipment, and/or contractual services associated with this Project, where NSP3 funds are used in whole or in part to finance the purchase of or payment for such items. All such procurements shall afford the maximum level of open

competition among qualified bidders or vendors, and shall minimally conform to procurements standards established in Office of Management and Budget (OMB) Circular 85.36 (24 CFR 85.36). The County (and NEFI) shall be provided the opportunity to review and approve (or reject) bid or solicitation documents, advertisements, or specifications related to any Project related procurement action. AHC shall secure written authorization to proceed with solicitations for CDBG financed construction of Project related improvements and/or major equipment purchases prior to initiating such procedures. Further, the County reserves the right to directly manage the solicitation of bids for major construction or renovation components of the Project through or in consultation with its Office of Purchasing.

## **ARTICLE XV** General Provisions

15. The AHC accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV, V and VII** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the AHC agrees:

15.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

15.2 To permit and facilitate such audits by the U. S. Department of HUD, Escambia County, any of their respective designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

15.3 To produce all documents upon request by the County, HUD or the authorized representatives of each; and

15.4 To provide a complete copy of the non-profit AHC's most recent independent audit, including the management letter and AHC's response, and to subsequently secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and all management responses thereto to the County within one hundred twenty (120) days of the end of the AHC's corporate accounting year.

15.5 AHC is currently designated, in good standing, as a Public Housing Agency ("PHA") by the U. S. Department of Housing and Urban Development in accordance with provisions of the U. S. Housing Act of 1937, as amended. AHC shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of HUD designation as a PHA is included in **EXHIBIT VII** of this Agreement. AHC functions primarily as an affordable housing provider within Escambia County and the City of Pensacola. AHC's housing services are provided through the operation of AHC owned and AHC managed affordable housing properties. If at any time during the term of this agreement AHC's designation as a PHA is terminated, withdrawn, threatened or altered in any manner, AHC shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this Agreement, and subject said Agreement to cancellation in accordance with provisions of Article VI Section 6.1 of this Agreement.

15.6 In completing the redevelopment of residential property(ies) under this Agreement, the AHC, and/or its building contractor(s), shall fully comply with provisions the Florida Building

Code, or alternate construction standards as legally promulgated by Escambia County, the City of Pensacola, and/or the State of Florida, as a condition of receiving NSP3 funds under the terms of this Agreement. All work shall be performed by qualified, licensed and insured contractors authorized to perform work in Escambia County.

15.7 The AHC shall notify the City of Pensacola, specifically through the Planning and Zoning Department, of planned improvements to the property identified in **EXHIBIT II** and shall secure all required permits and obtain all approvals of said Department and any other cognizant permitting AHC prior to initiating the redevelopment or construction of improvements on the property.

## **ARTICLE XVI**

### Understanding of Terms

16.1 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. Any attempt at assignment without consent shall be void and of no effect.

16.2 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, or United States District Court for the Northern District of Florida, and each party waives the right to change of venue. Further, this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

16.3 If any part, term, or provision of this Agreement is held by a court 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.

16.4 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.

16.5 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 addresses stated in Sections 1.1 and 1.2 of this Agreement.

16.6 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.

**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, FLORIDA** by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC Approved: July 21, 2011

By: \_\_\_\_\_  
Deputy Clerk

Escambia County Legal Department Approval:

This document approved as to form and legal sufficiency  
By [Signature]  
Title ACF  
Date 6/7/11

**AREA HOUSING COMMISSION**, a public body corporate and politic and a Public Housing Agency as legally designated by the U. S. Department of Housing and Urban Development

WITNESSED:

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

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

Shirley Henderson  
Chair, Area Housing Commission

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by Shirley Henderson, Chair of the Area Housing Commission, a local Public Housing Agency, 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: \_\_\_\_\_

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF  
*Eligible Use E - Housing Redevelopment (Rehabilitate and/or Redevelop Residential  
Properties for Permanent Housing for Special Needs)*

**Agency Name: Area Housing Commission**

**I. SCOPE OF SERVICES**

A. **Area Housing Commission** ("AHC") and County shall work cooperatively to manage the planning, implementation, fiscal accountability, record-keeping, reporting and housing compliance matters associated with the Project from inception of this Agreement through final completion of all requirements stipulated herein. This shall generally include the continuous involvement of the Contract Managers for the County and AHC, as well as Project related staff and consultants, throughout the project planning, design and construction process including: project planning; scheduling; general implementation oversight; property and site layout; rental unit rehabilitation design and technical specifications; preparation of bid specifications and bid documents; bid authorization and bidding procedures; construction contract review, award and final approval; ensuring compliance with applicable contract requirements; reviewing and processing any and all payments associated with the NSP3 funds; and monitoring construction contract compliance matters related to the Project in accordance with the terms and conditions of this Agreement.

Within the confines of the overall funding limitations imposed through Article III Subsection 3 of this Agreement or the NSP3 funding, in addition to the construction and rehabilitation costs referenced above, improvements eligible for County financing may include, but are not necessarily limited to: procuring related professional services such as, but not limited to architectural, civil engineering, land and plat surveying, geotechnical site work, legal services, and related pre-construction requirements; fixtures and appurtenances required to equip the rental units within the Project; safety and accessibility improvements within the Project site and adjoining rights-of-way, including designated parking and provision for accessible routes; improvements to existing utilities (potable water, sanitary sewer, electricity, and/or gas service) within public right-of-way as specifically required to fully complete the Project; energy efficiency enhancements and/or incorporation of economically viable green building features; improvements to common areas or facilities designated for use by the residents (tenants) of the Project; construction of stormwater drainage and retention facilities to the extent required by permitting agencies specifically in relation to the Project; site improvements required by the local cognizant permitting agencies; and/or similar improvements . that are required for delivery of housing and related services for the benefit of Eligible Low Income households as authorized by Section 2301(f)(3)(A) of Title III of the housing and Economic Recovery Act of 2008 (HERA) and as more specifically defined below. Under no circumstance shall the aggregate NSP3 expenditures provided under this Agreement exceed \$380,000.

B. Following redevelopment (rehabilitation) of the vacant units by the AHC, the **Maximum Total Monthly Rent for individual rooms within the Project Facility** shall at all times be no more than the Fair Market Rents (FMR) published annually by the U. S. Department of Housing and Urban Development and shall continually comply with requirements stipulated below in Section III of this Exhibit:

C. NSP3 Project funds shall be made available to the AHC in the form of a fifteen (15) year non-interest bearing, deferred payment loan reflecting the aggregate amount of NSP3 funds expended in support of this Project. Said loan shall be secured by a property use deed restriction to be recorded in the official records of the County. Said property use deed restriction shall limit use of the property and improvements to the purposes specified in this Agreement for a minimum fifteen (15) year period. Failure to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement and notification of default by the County to the AHC, whereupon, the AHC shall repay the NSP3 funds to the County in an amount equal to the contribution provided hereunder.

D. For purposes of this Agreement and determination of homebuyer or tenant eligibility, a “*Low income*” household or family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola MSA median income, adjusted for family size. Current HUD NSP3 income limits are included in **EXHIBIT III** for reference. The Contract Managers shall annually provide updated income eligibility guidelines for use by the AHC in carrying out the requirements of this Agreement. The AHC shall be responsible for fully documenting to the County the NSP3 eligibility of persons or households/families assisted through this NSP supported redevelopment project and assuring that NSP3 Program funds provided to the AHC are expended for NSP3 eligible activities and for the ultimate benefit of NSP3 eligible persons or families.

## II. OBJECTIVES

The AHC and County shall take the actions required to fully rehabilitate five (5) existing vacant, blighted duplexes (10 units) and affiliated common and parking areas that are owned by AHC to preserve the buildings for long term use in meeting affordable housing needs. Each building (duplex) shall be rehabilitated to meet or exceed applicable provisions of the Florida Building Code so as to provide two separate residential rental units (for a total of ten units). The Project Facility shall be designed with capacity to provide permanent housing, at any given point in time, **for at least 10 persons or families.**

## III. COMMITMENT TO INCOME SET-ASIDES AND AFFORDABILITY

A. 100% of the NSP3 assisted permanent housing units shall be initially occupied by Low Income families, as defined herein, with adjusted incomes that do not exceed 50% of the Pensacola MSA median income adjusted for family size, subject to further restrictions denoted below. For purposes of this Agreement, the permanent housing units shall be deemed to be rental units for purposes of correlation with NSP3 occupancy requirements. All new occupants/



tenants entering the property during the effective term of this Agreement must meet this income limitation at the time of initial occupancy and income certification, with eligibility recertified at least annually, unless directed otherwise by the County or NEFI.

B. Units with Rental (Tenant) Occupancy: AHC shall at all times, beginning with initial occupancy through the full duration of this Agreement, ensure that the tenant occupancy, rental rates, and minimum housing quality standards are maintained for all of the NSP3 assisted units located on the property described in EXHIBIT II of this Agreement. Should the AHC fail, at any time during the term of this Agreement, to meet the occupancy and rent control standards delineated below, said AHC shall be deemed in violation of the tenets of this Agreement, which shall subject this Agreement to termination in accordance with provisions of Article VI. The minimum standards which must be attained at initial lease-up and sustained thereafter are:

(1) *Low Income Units*: **100% of the rental units (or 10)** shall be deemed NSP3 assisted units and shall be occupied by persons or families **with incomes below 50% of the Pensacola MSA median income** adjusted for family size. Such units shall have monthly rents which shall not exceed 30% of adjusted income for households at 50% of Pensacola Metropolitan Statistical Area (MSA) median income minus any tenant paid utilities. The initial rents for families below 50% of median and the Section 8 FMR rents shall be as provided in EXHIBIT III of this Agreement, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated annually by the HUD.

(2) In instances where any utilities are paid for by the tenant, the AHC shall be required to utilize an approved Housing Allowances for Tenant–Furnished Utilities and Other Services Chart in calculating the adjusted (reduced) NSP3 rent for the respective unit(s); or utility allowance letters from applicable providers.

(3) The Project shall be routinely inspected by the AHC, or qualified contract agents secured by the AHC, so as to assure continual conformity with HUD minimum housing standards and occupancy requirements. The AHC shall maintain records and evidence to document such inspections and corrective actions taken to eliminate any identified deficiencies.

C. AHC shall at all times monitor the occupancy and maintain auditable records clearly indicating that the NSP3 assisted units remain in total compliance for the full duration of this Agreement. Further, at the time of initial one hundred (100%) percent occupancy of the Project, and at least annually thereafter for the duration of this Agreement, the AHC shall provide documentation with copies to the County or its agent, NEFI, evidencing compliance with the rent and occupancy provisions with respect to this Agreement. The income of all tenants occupying the Project units shall be recertified at least annually, and copies of such recertification shall be provided to the County or its agent, NEFI.

D. AHC shall cooperate fully with the County; its agent, NEFI; the U. S. Department of HUD; or their duly authorized representatives, during the conduct of performance reviews, monitoring of the NSP3 Program or related matters. Access to all pertinent records and project information shall be afforded to such entities upon reasonable request.

#### IV. SERVICES

The AHC asserts that it has the capability to perform the services identified below and affirms its concurrence with the terms and conditions under which this assistance is provided to the AHC. The AHC shall:

A. Utilize the **Tenant Occupancy Report** (samples of each provided in **EXHIBIT IV** of this Agreement) to document NSP3 compliance for each individual tenant/resident during the lease-up/occupancy phase. These forms must be prepared, updated, and maintained by the AHC and will be a required submittal at the appropriate phase of the Project. Failure to provide the forms or reports and necessary updates will result in rejection or delay in processing NSP3 related payment requests.

B. Utilize forms, policies, evaluation checklists, client intake application and characteristics forms, income verification procedures and forms, as mutually approved by AHC and County for purposes of documenting NSP3 compliance.

C. Ensure that the NSP3 investment is secured by a property recorded property use deed restriction in the form specifically approved by the County (to minimally conform to the document included in **EXHIBIT VI** of this Agreement). Prior to expiration of the deed restriction upon its fifteenth anniversary, 100% of the NSP3 loan balance shall be due and payable in full upon the sale or transfer of the property, except as provided below; the default of the AHC with respect to provisions of this Agreement; or failure of AHC to comply with NSP3 occupancy restrictions and requirements after proper notice and opportunity to correct deficiencies. The sale or transfer of the property by the AHC shall be allowed only if the sale or transfer legally binds the subsequent owner of the property to compliance with all NSP3 requirements stipulated herein for the balance of the fifteen (15) year term of the AHC's original obligation. AHC shall request and obtain formal written approval of the County prior to initiating any action to transfer or sell the property under this provision, even if said sale is to a subsidiary or affiliate of AHC.

D. Substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each Tenant/Resident occupying the Project and thereby assisted under this Agreement. Documentation shall include third party verification of homebuyer's income eligibility, compliance with requirements for targeting units to Low Income persons or families as identified in Section II above, documented compliance with rent restrictions and requirements stipulated herein, and all other eligibility information required by the County, NEFI, HUD or their duly authorized representatives, monitoring agents or auditors. Complete documentation of Tenant/Resident eligibility is mandatory under this Agreement.

E. Maintain documentation of the detailed costs and invoice based support for all facets of the Project completed through this Agreement, and provide detailed cost information substantiating such costs to the County as required for Project related payments or upon request as may be necessary. Failure of the AHC to properly document such costs upon written request by the County shall result in the termination of this Agreement.

V. AHC INFORMATION

AHC:	CONTACT PERSON:
Name: Area Housing Commission.	Name: Abe Singh
Address: 1920 W. Garden Street Pensacola, Florida 32502	Title: Executive Director
	Phone: (850) 438-8561
	Fax: (850) 438-1743
	E-mail: <a href="mailto:Execdir@areahousing.org">Execdir@areahousing.org</a>

VI. AHC PERFORMANCE REVIEWS AND RELATED REPORTS

A. AHC shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI Sections 6.3, 6.4, 6.5, and 6.6 (cumulatively referred to as "Performance Reviews") of this Agreement. AHC agrees to provide written Project reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County or NEFI requests for Project related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the AHC, and/or termination of this Agreement in accordance with provisions of Article VI should the failure to cooperate persist.

VII. AUDIT REQUIREMENTS

AHC shall provide the County's Contract Manager and/or the Finance Division of the Clerk of the Circuit Court with an audit report showing the financial affairs of the AHC in accordance with Article XIV Section 15.4 of this Agreement. The audit period shall conform to the Corporation's designated accounting year, and shall be prepared by an independent certified public accountant. Said audit shall specifically state that the Project activities financed hereunder were encompassed by the audit and shall provide confirmation of the Program Income information required by Article X of this Agreement.

VIII. PAYMENT SCHEDULE AND PROCEDURE

A. Payments: Escambia County shall issue NSP3 financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the Project as provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of AHC; or alternatively, to AHC to reimburse eligible Project related costs advanced by AHC, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(a) Direct Vendor Payments by County: Unless the vendor is contracted directly by the County through its Office of Purchasing, to secure direct payments to vendors by the County, AHC shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for direct payment to the specified Project vendor on AHC letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9 for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by AHC (the invoice must clearly substantiate that the work or services performed by the vendor were specifically provided for eligible Project design or construction related costs). The County shall make such payments to vendors no later than fifteen (15) days after the payment voucher and invoice have been approved and signed by the County's Contract Manager and received and approved for processing by the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

(b) Reimbursement of Eligible AHC Incurred Project Expenses: To secure reimbursement of eligible Project expenses as advanced by AHC, AHC shall provide the County full and complete documentation of the actual certified costs for the professional services, construction services, materials, or other eligible costs and shall afford the County reasonable access to source documents to assure that costs are proper. Project costs incurred by AHC prior to the effective date of this Agreement are NOT eligible for reimbursement with NSP3 funds. To secure reimbursement of expenses by the County, AHC shall submit the following documentation to NEFI: a request for reimbursement of Project related expenses on AHC letterhead with amount, vendor and specific service(s) denoted including a signed statement by AHC certifying that the payment has been made; accurate and complete two page originally signed AHC W-9 (if a W-9 has not been submitted to the County within the 12 month period prior to the invoice date); a complete copy of the vendor invoice as paid by AHC and a copy of the "canceled" check, bank statement, or a paid receipt from the vendor evidencing payment of the invoice. The County shall make such reimbursements to AHC no later than fifteen (15) days after the payment voucher and invoice have been approved and signed by the County's Contract Manager and received and approved for processing by the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County controlled or administered funds, including the NSP3 Grant. The County shall review and document all payments, but shall rely heavily on AHC for submission of well organized and detailed expenditure documentation.

B. Any construction work shall require that, by written contract, the residential, general or commercial contractor who completed the construction work provide a minimum twelve (12) month warranty on all materials and workmanship.

C. AHC agrees unconditionally that any and all appliances and/or heating and air conditioning systems, purchased with NSP3 funds for the Project shall meet *Energy Star*

standards (where applicable) or shall minimally comply with the instruction provided in the “HUD Guidance on NSP3 Eligible Appliance Purchases” (copy included in **EXHIBIT V** for reference), which stipulates the minimum energy efficiency standards that must be met.

D. NSP3 documents, including all NSP3 related verifications, forms and/or agreements, shall be executed by a legally authorized representative of the AHC. AHC shall cooperate with County and NEFI in making revisions as may be required by the U. S. Department of HUD with reference to the NSP3 Program and regulations related thereto.

**IX. PROJECT EVALUATION, MONITORING AND REVIEW**

A. The Project will be monitored routinely based upon the documentation submitted by AHC and routine interaction between the AHC, County and NEFI. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County and/or NEFI shall review and evaluate AHC's performance under this Agreement and the effectiveness of the Project in producing or preserving affordable housing units in keeping with the purpose and intent of the NSP3. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

## AHC PERMANENT HOUSING UNITS

### Financing Sources and Total Development Cost (Budget entries are estimates, subject to adjustment based on actual costs)

Financing Sources:	Proposed Funding	Committed/Conditional Funding	Total Funding
Private Lender:		0.00	0.00
Private Equity (AHC) – Architectural Services		28,285	28,285
Escambia NSP Funds		380,000	380,000
Other:			
<b>Total Sources of Funds</b>	N/A	\$408,285	\$ 408,285

Use of Funds:	Cost Allocation	Funding Source (from above)	Total Funding
Design & Technical Specifications (Architectural Services)	28,285	Area Housing Commission	28,285
Site Improvements (including site grading, parking/paving, accessible route(s), signage, etc.)	4,000	Escambia NSP	4,000
Permitting & Construction (Exterior Rehabilitation/Renovation)	182,670	Escambia NSP	182,670
Permitting & Construction (Interior Rehabilitation/Renovation)	192,300		192,300
Other: Contingency	1,030	Escambia NSP	1,030
<b>Total Uses of Funds</b>	<b>408,285</b>	<b>All above sources</b>	<b>408,285</b>

## EXHIBIT II

### NSP3 Project Location (Property Owned by AHC)

**NOTE REGARDING PROPERTY LEGAL DESCRIPTION:**

A separate boundary survey will be completed by Area Housing Commission to specifically identify the boundaries of the Property/Improvements that are applicable to this project to include the five duplexes surrounding yards and common areas. This detailed survey will be utilized in the Deed Restriction and any related encumbrances filed by the County on the properties improved through this project.

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<b>General Information</b>		<b>2010 Certified Roll Assessment</b>	
<b>Reference:</b>	302S301001001008	<b>Improvements:</b>	\$1,335,375
<b>Account:</b>	063049000	<b>Land:</b>	\$257,925
<b>Owners:</b>	AREA HOUSING COMMISSION	<b>Total:</b>	\$1,593,300
<b>Mail:</b>	PO BOX 18370 PENSACOLA, FL 32523	<a href="#">Save Our Homes:</a>	\$0
<b>Situs:</b>	1401 W LLOYD ST 32501	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	MUNICIPAL OWNED	<a href="#">Amendment 1 Calculations</a>	
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			
<b>Sales Data</b>		<b>2010 Certified Roll Exemptions</b>	
<b>Sale Date Book Page Value Type</b>	<b>Official Records (New Window)</b>	MUNICIPAL OWNED	
None		<b>Legal Description</b>	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		ALL BLK 8 ALSO N1/2 OF VACATED BRAINERD ST MB 18 P 217 ALL BLK C PB 1 P 87 OR ALL BLK 9 & ALL BLK 10...	
<b>Extra Features</b>			
None			

**Parcel Information** [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

**Section Map Id:** [CA114](#)

**Approx. Acreage:** 9.0500

**Zoned:** [R-2A](#)

[http://www.escpa.org/cama/Detail\\_a.aspx?s=30-2S-30-1001-001-008](http://www.escpa.org/cama/Detail_a.aspx?s=30-2S-30-1001-001-008)

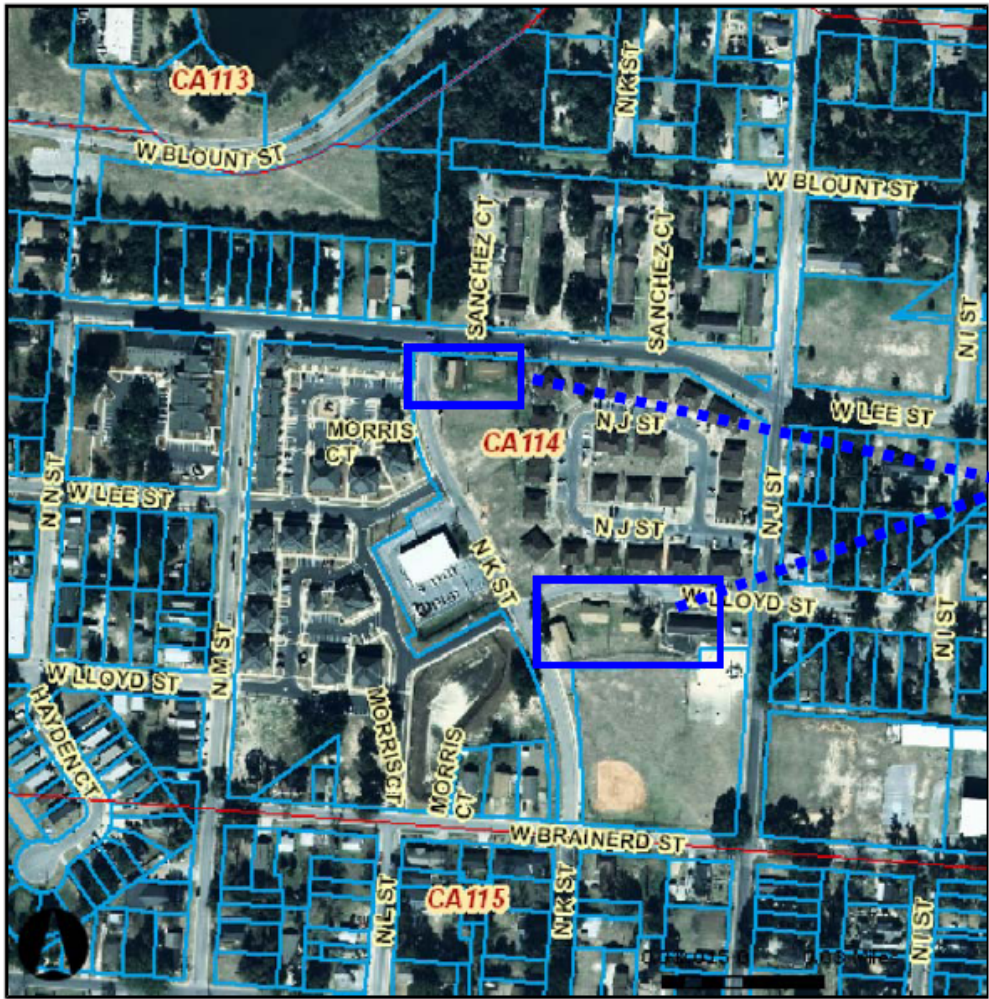
5/25/2011

**NOTE REGARDING PROPERTY LEGAL DESCRIPTION:**

A separate boundary survey will be completed by Area Housing Commission to specifically identify the boundaries of the Property/Improvements that are applicable to this project to include the five duplexes surrounding yards and common areas. This detailed survey will be utilized in the Deed Restriction and any related encumbrances filed by the County on the properties improved through this project.



Located in Morris Court Complex:  
Five Vacant Duplex Units Targeted for Rehabilitation



Morris Court/AHC units targeted for NSP3 Permanent Housing Project

# EXHIBIT III

## NSP MAXIMUM INCOME LIMITS

### ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective May 14, 2010)

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

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



## MAXIMUM RENT LIMITS

The Maximum Affordable Rental shall conform to the *Fair Market Rent (FMR)* 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* 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							
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
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 IV

## **Quarterly Reporting and Project Specific Reporting Requirements and Forms**

QUARTERLY STATUS REPORT  
REPORT # \_\_\_\_\_

TO: ESCAMBIA COUNTY NSP3 PROGRAM

FROM (AHC): [Area Housing Commission](#)

DATE: \_\_\_\_\_

RE: PROJECT: NSP3 Permanent Housing (Rental)  
CONTRACT: NSP3 – AHC (Non-Profit)

QUARTER:       October-December                       April-June  
                     January- March                               July- September

---

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN UNDERTAKEN AND THE STATUS OF IMPLEMENTATION OF THE PROJECT.

---

B. GIVE A COMPLETE LISTING OF THE FORECLOSED PROPERTIES EVALUATED, SELECTED, PURCHASED, REHABILITATED AND/OR SOLD BY THE AHC AND ALL PERTINENT DATA OR INFORMATION.

---

C. PROVIDE A PROJECT PERFORMANCE SUMMARY (TO DATE) REGARDING THE REQUIREMENTS STIPULATED IN EXHIBIT I OF THIS AGREEMENT.

---

D. PROVIDE DETAILS REGARDING ANY IMPEDIMENTS TO THE PROGRESS OF THE PROJECT AND/OR PROBLEMS ENCOUNTERED IN IMPLEMENTING THE PROJECT.

---

QUARTERLY FINANCIAL REPORT

AHC: Area Housing Commission

RE: PROJECT: NSP3 Permanent Housing (Rental)  
CONTRACT: NSP3 – AHC (Non-Profit)

Reporting Period (Quarter): **October-December**  
**January-March**  
**April-June**  
**July-September**

EXPENDITURES:

NSP3 PROPERTY ADDRESS NSP3 COST (TO DATE)

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Total number of active rental units (completed & in occupancy stage) \_\_\_\_\_

Comments \_\_\_\_\_

---

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I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**QUARTERLY AND ANNUAL  
TENANT/RESIDENT DETAILED OCCUPANCY REPORT  
(Mandatory)**

AHC agrees to provide a uniform, excel or similarly based Client Characteristics report that continually updates occupancy (including tenant/resident occupancy data) on at least a monthly basis until initial 100% occupancy is attained. Thereafter, such reports shall be filed with the County/NEFI at least annually, with the date to be mutually determined by the County/NEFI and AHC and confirmed in writing. Said reports shall be provided to the County/ NEFI in accordance with provisions of this Agreement beginning within thirty days of the date the redevelopment of the property is completed as mutually agreed upon in writing.

The spreadsheet based reporting format shall be at least equal to that utilized by Florida Housing Finance Corporation for the Housing Tax Credit Program, but shall be subject to modification by mutual agreement of the parties to this Agreement as necessary to adapt to unique requirements of this Project. All data elements necessary for meeting HUD, FHFC or other reporting requirements shall be included within this single report.

**The required form shall be provided to the AHC by the County/NEFI for its use *within 90 days* of the effective date of this Agreement.**

# EXHIBIT V

## Documentation Required to Verify Tenant Income and Rents

## **ACKNOWLEDGEMENT BY AHC**

**AHC ACKNOWLEDGES AND AGREES THAT TENANT INCOME ELIGIBILITY AND UNIT RENTS MUST BE DOCUMENTED AT PROJECT COMPLETION AND THEN ANNUALLY THEREAFTER FOR THE FIFTEEN YEAR AFFORDABILITY PERIOD.**

**TENANT INCOME AND RENT VERIFICATION** SHALL MINIMALLY REQUIRE THE SUBMISSION OF COPIES OF THE FOLLOWING AHC FILE DOCUMENTS (HARD COPY OR ELECTRONIC) FOR EACH OF THE 10 NSP3 PROJECT UNITS TO ESCAMBIA COUNTY/NEFI OR OTHER PARTIES AS MAY BE DESIGNATED BY THE COUNTY:

1. TENANT INTAKE AND LEASE APPROVAL FORM (EXECUTED)
2. COMPLETE DOCUMENTATION OF TENANT INCOME FROM ALL SOURCES
3. TENANT LEASE CLEARLY DENOTING MONTHLY RENT PAID BY TENANT; RENT SUBSIDY, if any; AND ADJUSTMENTS FOR TENANT PAID UTILITIES; if any (PROVIDE HAP CONTRACT OR EQUIVALENT)
4. CLIENT CHARACTERISTICS SUMMARY (IF NOT PROVIDED ON INTAKE FORM)  
  
TO MINIMALLY INCLUDE: Race, Household (HH) Size, Age & Sex of all HH members, Relationship of HH members to Head of Household
5. HOUSING QUALITY STANDARDS INSPECTION REPORT
6. CERTIFICATION OF COMPLIANCE WITH RENTAL UNIT SET-ASIDES BY INCOME RANGE PER REQUIREMENTS OF THIS AGREEMENT (TENANTS OF *ALL 10 UNITS MUST BE BELOW 50% OF AREA MEDIAN*)

Signature: \_\_\_\_\_  
Shirley Henderson, Chair  
Certifying Officer

Date: \_\_\_\_\_



# EXHIBIT VI

## **LONG TERM USE RESTRICTION**





**IN WITNESS WHEREOF**, AHC, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this \_\_\_\_ day of \_\_\_\_\_, **2011**.

**AREA HOUSING COMMISSION**, a public body corporate and politic and a Public Housing Agency as legally designated by the U. S. Department of Housing and Urban Development

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

Print Name: \_\_\_\_\_

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

**WITNESSED:**

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, who is \_\_\_\_\_ of **AREA HOUSING COMMISSION**, public body corporate and politic and a Public Housing Agency as legally designated by the U. S. Department of Housing and Urban Development, and who has produced \_\_\_\_\_ (as identification) or who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name \_\_\_\_\_

Commission No.: \_\_\_\_\_

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

S E A L

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PROJECT SITE**

(Five Duplexes/Morris Court Complex)

# EXHIBIT VII

## **Area Housing Commission**

**Documentation of current:  
Designation as a Public Housing Agency  
by the U. S. Department of Housing and Urban Development**

**Public and Indian Housing**

- About PIH
- Public housing
- Fact sheet
- Public Housing Agency contacts

## PHA Contact Information

### Florida

This listing is ordered by city. View it [ordered by zip](#).

	HA Code	PHA Name, Phone & Fax Number	Address	Type <a href="#">[?]</a>
FL006		<b><a href="#">Pensacola (AHC)</a></b> Phone: (850)438-8561 Fax: (850)438-1743	1920 W Garden Street <b>Pensacola</b> FL 32501	Low-Rent

**Type:** This indicates the type of program administered by a PHA. "Both" represents administration of both Section-8 and Low-rent programs.

Content current as of 2 August 2010

 [Back to top](#)



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U.S. Department of Housing and Urban Development  
451 7th Street S.W., Washington, DC 20410  
Telephone: (202) 708-1112 TTY: (202) 708-1455  
[Find the address of a HUD office near you](#)

[Home](#)



# EXHIBIT VIII

## **ESTIMATED PROJECT SCHEDULE**

**For AHC NSP3 Project**



**Project: Rehabilitation of Five Vacant Duplexes (Morris Court Complex)**

**PROJECT IMPLEMENTATION SCHEDULE  
(ESTIMATED)**

<b>DATE</b>	<b>MILESTONE</b>
June 2011	Formalize (Draft) County/AHC NSP Project Agreement
June 1, 2011 – June 15, 2011	AHC & County Review/Approve Draft Agreement
June 8, 2011	Target date for submitting Construction Plans/Specifications to AHC and County/NEFI for review and approval
Between June 1 – June 15, 2011	Meet with County Purchasing to set Project Bid Schedule
June 15 – July 21, 2011	AHC & County Boards Approve NSP Agreement
July 21, 2011	Target Date for Final Approval of County/AHC Agreement (Agreement Becomes Effective)
June 20, 2011	Advertise for Construction Bids (minimum 30 bid cycle)
July 20, 2011	Receive/Open Construction Bids
July 20 – July 22, 2011	Review Bids, Confirm Tabulations, Complete any applicable Contractor Due Diligence and Confirm Apparent Low Bidder
July 26, 2011	Prepare/Submit Recommendation for 8/4/11 BCC approval
August 4, 2011	Award of Bid & Contract by BCC (Construction)
August 4 – August 19, 2011	Complete Contractor Due Diligence (performance/payment bonds, insurance certificates, forms, etc.)
August 22 – August 25, 2011	Finalize and mutually execute Construction Contract
September 1, 2011	Issue Notice to Proceed on Construction (targeted)
September 1 – December 1, 2011 (90 Day Completion Period)	Construction Phase (includes rehabilitation work, construction inspections, expenditure of NSP and any non-NSP construction funds and Certificate of Completion)
November 15, 2011 – January 15, 2012	Document tenant resident income and rent information (low income occupancy, eligibility & rent certification)
February 15, 2012	All Units occupied by income eligible families, including any set-aside units. This includes documentation of tenant income, occupancy and monthly rent compliance per this Agreement)
February 15 – March 31, 2012	Finalize NSP Grant related Project and Financial Reporting as required for Project & NSP Project Closeout

Following initial 100% documentation of tenant eligibility and unit rents, occupancy standards and unit rents shall be reviewed at least annually for the duration of the affordability period as required by this Agreement. Said review shall be as directed by Escambia County/NEFI and/or City of Pensacola Housing Department.

# EXHIBIT IX

## NSP PROGRAM RULES AND REGULATIONS

**Title III of the National Housing Recovery Act of 2008  
and related Laws and Regulations, as amended**

**CERTIFICATION OF RECEIPT  
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
and  
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3 )**

**IMPLEMENTING REGULATIONS**

I/We hereby certify and affirm that Escambia County, via NEFI, has provided this AHC with a complete electronic copy of the current **NSP Regulations governing Title III of the National Housing Recovery Act of 2008** as published in the October 6, 2008 Federal Register. AHC agrees that additional amendments to said Regulations or policy directives relating to said Regulations may be disseminated by HUD during the term of this Agreement, and upon receipt and acknowledgement of said amendments or policy directives from the County/NEFI, the AHC shall abide with such changes in the NSP Program as of the date the information is officially acknowledged by the AHC. Further, the AHC has been directed by the County/NEFI to review NSP specific training materials and Program specific questions/answers relating to the activities to be implemented through this Agreement as provided through the following HUD NSP Website on a regular (at least bi-weekly) basis:

<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/>

AHC stipulates herein that, I/We have reviewed the NSP information identified and the websites referenced above, and the I/We clearly understand the requirements which govern the NSP financed activities agreed to under the terms and conditions of this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations, policy directives, questions/answers, or requirements related thereto should be resolved by contacting the NSP Contract Manager denoted in this Agreement. If the NSP Contract Manager cannot resolve the question, the issue will be submitted to the HUD for review and resolution.

Further, I/We certify and acknowledge that NSP services are targeted to specific income groups and that such targeting is a mandatory requirement in carrying out this Agreement. I/We are familiar with the: income eligibility guidelines (income chart), income determination procedures, income verification/documentation procedures, and income compliance requirements hereunder and the penalties to be suffered by the AHC for failing to assure such compliance.

This certification is provided in lieu of including the entire text of the Regulations and related materials in this Exhibit. I/We understand that additional copies of any of the referenced materials or training related to such materials will be provided upon written request directed to the NSP Contract Manager by this AHC.

NSP Participating Agency:

**Area Housing Commission**

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

Date: \_\_\_\_\_

## CERTIFICATIONS

- (1) **Affirmatively furthering fair housing.** The AHC will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.
- (2) **Anti-lobbying.** The AHC will comply with restrictions on lobbying required by 24 CFR Part 87, together with filing any disclosure forms as may be required.
- (3) **Authority of Jurisdiction.** The AHC possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations, NSP requirements, and other federally related program requirements.
- (4) **Consistency with Plan.** The housing activities to be undertaken with NSP funds are consistent with the *Escambia Consortium Consolidated Plan*, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the Escambia County NSP Substantial Amendment to its 2008 Annual Plan. The activities implemented under this Agreement are in accord with the subject Plans.
- (5) **Acquisition and Relocation.** In cooperation with Escambia County (“County”) and its agent, Neighborhood Enterprise Foundation, Inc. (“NEFI”), the AHC will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD. AHC hereby acknowledges that a copy of the Notice has been provided to the AHC by the County and that AHC shall conform to the notice provisions related to *voluntary acquisition without authority to use eminent domain powers*.
- (6) **Section 3.** The AHC will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- (7) **Citizen Participation.** Upon request by the County or NEFI, the AHC shall participate in activities designed to inform citizens about the NSP project and services provided by the AHC in support of the local NSP initiative.
- (8) **Use of funds in 18 months.** The AHC shall support the County in assuring its compliance with Title III of Division B of the Housing and Economic Recovery Act of 2008 by using, as defined in the NSP Notice, all of its grant funds within 18 months of receipt of the grant. AHC hereby acknowledges that a copy of the Notice regarding use (obligation) of NSP funds has been provided to the AHC by the County.
- (9) **Use of NSP funds ≤ 120% of AMI.** The AHC will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income, unless more restricted targeting to income ranges below 120% of AMI is specifically required by **EXHIBIT I** of this Agreement.

(10) **Compliance with anti-discrimination laws.** NSP grant activities implemented by the AHC will be conducted and administered in a non-discriminatory manner in full conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(11) **Compliance with lead-based paint procedures.** The AHC, in cooperation with the County and NEFI, shall assure that the NSP housing activities potentially involving lead-based paint will comply with the requirements of the Lead Disclosure Rule (24 CFR part 35, subpart A), and the Lead Safe Housing Rule's provisions for rehabilitation (subpart J), and for acquisition, leasing, support services, or operation (subpart K), and the accompanying procedural requirements in subparts B and R. For more information regarding compliance with the Lead rules, visit the following website:

[www.hud.gov/offices/lead/enforcement/regulations.cfm](http://www.hud.gov/offices/lead/enforcement/regulations.cfm)

(12) **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors/Sub-contractors.** AHC and/or contracting entity certifies and asserts that his/her AHC, business and/or affiliated businesses, and further, that the subcontractors selected by the AHC and/or contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

(13) **Compliance with laws.** The AHC agrees to comply with all applicable laws.

(14) **HUD Guidance Document:** "Guidance on NSP Eligible Appliance Purchases" attached on the following pages.

## Guidance on NSP Eligible Appliance Purchases

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Some Neighborhood Stabilization Program (NSP) grantees have requested approval to use NSP funds to purchase high-efficiency clothes washers and dryers, and dishwashers, in NSP-assisted housing units that are being acquired, rehabilitated, and resold to income eligible beneficiaries. While the NSP October 6, 2008 Federal Register Notice encourages energy efficiency and notes the water savings and cost savings to low-, moderate-, or middle-income (LMMI) households participating in the program, it does not specify whether or not NSP funds can be used for this purpose.

### PREVIOUS POLICY

CDBG policy has heretofore guided NSP's treatment of appliances. This has limited use to stoves, refrigerators, and central air conditioning, where appropriate. CDBG has not allowed dishwashers, nor clothes washers and dryers. This policy was based on the concept that only appliances necessary to make the house functional should be allowed. The CDBG regulations at 24 CFR 570.207 (b)(1)(iii) generally prohibit the purchase of equipment that is not an "integral structural fixture". Prior programs also tended to support improvements that are part of the real property, but not personal property.

However, the language in the CDBG regulations on Rehabilitation, at 24 CFR 570.202(b)(4) and (5), does provide for "improvements to increase the efficient use of energy...and water". The examples cited include equipment, some of which is not a permanent part of the real estate. In addition, the NSP Notice reinforces the Department's interest in promoting energy conservation. The NSP Rehabilitation Standards, in Section (I), state that "Any rehabilitation of a foreclosed home under this section...may include improvements to increase the energy efficiency of such homes or properties."

The Office of Block Grant Assistance has also conferred with the Office of Affordable Housing. That office permits installation of washers and dryers through the HOME Program, in both ownership and rental programs. HOME Program guidance says: "Suitable amenities may differ somewhat by locality. However, amenities in HOME-assisted housing should be comparable to amenities in the area's unassisted housing as long as they do not constitute luxury items. HOME-assisted housing may include non-luxury amenities such as washer/dryer, dishwasher, and air conditioner."

Washers and dryers are commonly installed in affordable and starter homes that are not subsidized, as well. If it conforms with the local housing market demands, then it is logical to install clothes washers and dryers to improve the quality, habitability and marketability of NSP-rehabilitated or constructed homes for sale.

## **NEW POLICY**

Therefore, in consideration of the changes in the marketplace and in applicable regulations, the Department is allowing the use of certain appliances in the NSP Program. This policy permits grantees to install energy efficient (compliant with Energy Star standards) clothes washers, dryers, and dishwashers when done in conjunction with housing rehabilitation and/or sale projects in the NSP program.

Clothes washers, dryers and dishwashers are permitted in the NSP1 and NSP2 when all of the following conditions are met:

1. NSP funds have rehabilitated or constructed the homes;
2. Installation of such appliances is comparable to unassisted homes in the local housing market (see HOME Program standards);
3. Deed restrictions or covenants ensure that the appliances remain in the home, if appropriate;
4. Qualifying appliances meet or exceed Energy Star standards.

## **ADDITIONAL GUIDANCE**

The Department strongly recommends the use of high-efficiency appliances. High-efficiency models (above Energy Star) provide the following benefits:

Washers save 7,000 gallons of Water per year and use 50% less energy and detergent;

Dryers use 58 percent less energy; both produce longer clothes life;

Home installation reduces the costs of Laundromats on LMMI occupants.

High-efficiency appliances meet the following standards:

### Clothes Washers

- CEE Tier 2 or higher
- Minimum Energy Factor of 2.0 or greater
- Water Factor 6.0 or less

### Clothes Dryers

- Minimum 7.0 cubic feet capacity - Shortens drying time due to maximizing air flow
- Sensor Dry System—Measures moisture in drum, then automatically adjusts drying time and temperature.
- 5 Temperature Levels - High, Medium High, Medium, Low & Ultra Low

### Dishwashers

*Posted 03-08-2010*

- CEE Tier 2
- Minimum Energy Factor of 0.68 or greater
- Maximum annual energy use of 325 kilowatt-hours or less



**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 AHC, 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 AHC, 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.

Signature: \_\_\_\_\_  
Certifying Official:

Date: \_\_\_\_\_

Agency: **Area Housing Commission**

**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 AHC;

(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.

Signature: \_\_\_\_\_  
Name: Shirley Henderson  
Title: Chair

Non-Profit NSP3 Rental Project  
Project Name

Firm/Agency: **Area Housing Commission**

Street Address: 1920 W. Garden Street  
Pensacola, Florida 32502

## **CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS**

**Area Housing Commission** certifies that it 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 AHC;

(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**

Agency/Company: Area Housing Commission

Date: \_\_\_\_\_

Grant Program Name: NSP3 Program

Grant Number: B-11-UN-12-0005

Area Housing Commission 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):

**Housing/Service Delivery Addresses:**

Morris Court Complex (location of NSP3 Project)  
Pensacola, Florida 32503

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

**Enter Number of Employees involved in NSP3 Project (projected):**   3  

SIGNED: \_\_\_\_\_  
Certifying Officer

Agency: Area Housing Commission