

CHDO OPERATING EXPENSE AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of June , 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID #59-1586520), hereinafter referred to as the "**Recipient**," for the sole purpose of assisting Recipient through the HOME Operating Expense Project, (hereinafter referred to as "Project"), in developing the staff and operational capacity to produce affordable ownership and rental housing units in Escambia County.

W I T N E S S E T H

WHEREAS, the County is interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County, and

WHEREAS, Community Enterprise Investments, Inc. (CEII) is a non-profit Florida corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the provision of rental and home ownership housing for lower income persons and families, and

WHEREAS, the County is the recipient of HOME Investment Partnerships Program grant funds made available through the U.S. Department of Housing and Urban Development, and

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

WHEREAS, CEII's organizational structure fulfills the statutory requirements for designation as a local CHDO as specified in 24 CFR Part 92, Subpart G.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this agreement consent to the following:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this agreement and attending regular meetings with the Recipient, 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

Contract Coordinator for
Recipient:

James Oleksak, Executive Director
Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501
Phone: (850) 595-6234
FAX: (850) 595-6264

ARTICLE II

Scope of Services

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

2.1 The Recipient shall directly provide as a first priority those services required to acquire, rehabilitate, construct, and/or develop affordable single family homes and scattered site affordable rental units within the bounds of the blighted Warrington, Englewood, Brownsville, Barrancas, and Palafox Community Redevelopment Areas established by the County on March 7, 1995, as subsequently amended; the City of Pensacola's Community Redevelopment Area; and/or local Enterprise Zones as designated by the County or City of Pensacola. The Recipient has received and is familiar with the resolutions, legal descriptions and maps defining such areas as evidenced by the certification contained in EXHIBIT III. Recipient may also undertake housing production in other areas, but only to the extent that such production is expressly targeted to and initially occupied by families meeting the Low Income definition cited in EXHIBIT I of this agreement.

ARTICLE III

Funding

3. The County agrees to pay to Recipient an amount not to exceed **\$43,497.00** payable solely from available 2011 HOME Program funds. County shall restrict the utilization of Project funds to those budgetary line items cited for the CEII CHDO Operating Expense Project incorporated as **EXHIBIT II** of this agreement, determined to be reasonable and necessary costs for operation of the CHDO, consistent with 24 CFR 92.208. Recipient shall document the utilization of the HOME funds solely for the purposes cited in this agreement.

3.1 The Recipient and County agree that the County shall disburse the HOME Program funds from Fund 147, the Escambia Consortium HOME Fund, as legally established within the budget accounts and records of the County. Said funds shall be disbursed only upon presentation of completely and accurately documented expenditure records and reports.

3.2 The County shall reimburse the Recipient from funds allocated in paragraph 3 above over the period of this contract for services provided under the terms, conditions and restrictions set forth in **EXHIBIT I** of this agreement, subject to submission of all support documentation with respect to expenses directly allocable to this HOME Project. Clear documentation shall be presented to NEFI for review and approval regarding reimbursement of HOME Operating Expense Project personnel costs, operating expenses, staff training and educational costs, and any other relevant documentation requested by the contract manager.

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

ARTICLE IV

Reporting

4. The Recipient shall provide copies of the Project Quarterly Report to the County (via NEFI), including a narrative summary of progress and financial statement described in **EXHIBIT I** of this agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT I** of this agreement.

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

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate HOME Program activities and/or Project expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5 The Recipient shall act as an independent contractor, and not as an employee of the County; or its designated Agent, NEFI, in providing the aforementioned services. The Recipient shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Recipient 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 of the Recipient in managing and implementing the activities described herein with combined single limits of \$1,000,000, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Recipient 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 of \$500,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Recipient.

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

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

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder 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, the Recipient shall furnish copies of the Recipient's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Recipient 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, the Recipient shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

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

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

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

ARTICLE VI

Contract Period and Termination

6. This agreement shall be effective for the period beginning the 1st day of May, 2012, and shall terminate on December 31, 2012, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall be non-renewable unless specifically authorized by official action of the parties hereto.

6.1 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein, or in the event that HOME 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.

6.2 The Recipient shall be subject to a performance review by the contract manager and/or alternate representatives of the County, at three (3), six (6) and nine (9) month intervals based upon the effective date of this agreement. The three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project.

6.3 The six (6) month review shall examine the Recipient's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. In the event of identified deficiencies, a written performance report shall be provided by the contract manager to the Recipient at the six (6) month interval, indicating any performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the Project.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this agreement. Further, Recipient shall maintain programmatic records, housing production records, and client files documenting the full range of accomplishments achieved as a result of this CHDO Operating Expense Project.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) 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, or their representatives; or the Recipient 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 Recipient shall be fully responsible and directly liable for the proper expenditure of all HOME Program funds provided to the Recipient through this agreement. In the event of misappropriation of HOME Program funds or the use of HOME Program funds for ineligible expenditures by the Recipient, said Recipient shall be liable for immediate repayment of improperly expended HOME Program funds to the County or U. S. Department of Housing and Urban Development as may be required.

ARTICLE VIII

Nepotism

8. The Recipient 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 Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract 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. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient 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 Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Program Income

10. Project related assistance provided through this agreement shall be in the form of direct grant to the Recipient.

ARTICLE XI

Uniform Requirements

11. The Recipient shall comply with applicable provisions of the HOME Program regulatory requirements specified at 24 CFR Part 92 and all applicable provisions of OMB Circular A-122 and 24 CFR Part 84 with regard to management and implementation of the Project. By execution of the certification contained in **EXHIBIT V** of this agreement recipient acknowledges receipt and familiarity with 24 CFR Part 92; OMB Circular A-122; and 24 CFR Part 84. The omission of an applicable regulatory reference shall not relieve Recipient the responsibility to fully familiarize itself with all governing regulations applicable to this Project. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the U. S. Department of Housing and Urban Development.

ARTICLE XII

Procurement

12. The Recipient shall be required to utilize procurement procedures which minimally conform to provisions of OMB Circular A-122, or the Recipient's written procurement policy, whichever is more restrictive.

ARTICLE XIII

General Provisions

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

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

13.2 To permit and facilitate such audits by Escambia County, designated independent auditing firm(s) or their authorized representatives as may be required in relation to this agreement;

13.3 To produce all documents upon request by the County or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Account and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Recipients' corporate accounting year.

13.5 Community Enterprise Investments, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this agreement. Further, Community Enterprise Investments, Inc. currently meets the requirements for designation as a Community Housing Development Organization ("CHDO"), as defined by the HOME Regulations at 24 CFR Part 92.2, and the Recipient is a current recipient of HOME CHDO funds. Community Enterprise Investments, Inc. shall maintain its status for the duration of this agreement.

ARTICLE XIV

Understanding of Terms

14.1 This agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

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

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

14.4 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.

14.5 All notices under this agreement shall be in writing, and shall be sent by certified mail to the parties identified in paragraph 1.1 and 1.2 above.

14.6 Each individual executing this agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this agreement on behalf of said party, in accordance with a duly adopted action 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.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

By: _____
Wilson B. Robertson, Chairman

BCC Approved: June 7, 2012

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: *[Signature]*
Title: *AG*
Date: *5/4/12*

**COMMUNITY ENTERPRISE INVESTMENTS,
INC., a not for profit corporation chartered in
the State of Florida**

ATTEST:

Corporate Secretary

By: _____
President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, President, Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**SPECIFIC TERMS AND CONDITIONS FOR
THE CEII CHDO OPERATING EXPENSE PROJECT**

RECIPIENT NAME: COMMUNITY ENTERPRISE INVESTMENTS, INC.

I. SCOPE OF SERVICES

A. Community Enterprise Investments, Inc. ("Recipient") shall provide affordable housing production services under the terms, conditions, requirements and responsibilities of this agreement. The County agrees to make available up to **\$43,497.00 in 2011 HOME Program** funds for the sole purpose of assisting Recipient's efforts to develop the staff and operational capacity to expand the production of affordable home ownership and rental housing units through acquisition, acquisition/rehabilitation and/or new construction activities. Said housing production activities shall be limited to Escambia County, and priority shall be afforded to the Warrington, Brownsville, Englewood, Barrancas, and Palafox Community Redevelopment Areas ("CRA"); and the City of Pensacola's CRA; County and City Enterprise Zones; Neighborhood Stabilization Program (NSP) target areas; and other areas targeted for affordable housing production as officially designated by the Escambia County Board of County Commissioners and Pensacola City Council, respectively.

B. The HOME funds provided through this agreement are restricted to the items cited in the Project budget incorporated in **EXHIBIT II** of this agreement.

C. Housing production activities associated with this Project agreement shall be limited to activities benefiting: (1) the designated priority CRA "low-income neighborhoods" evidencing slum and blight as cited above; or (2) documented low income families who reside or will reside within the geographic boundaries of Escambia County, Florida.

D. For purposes of this agreement, a "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola "MSA" median income adjusted for family size (current **2011** income limits are included in this section for reference). "Low-income neighborhood" is defined as a neighborhood that has at least 51 percent of its households at or below 80% of Pensacola MSA median income, adjusted for family size. The Contract Manager shall annually provide updated income eligibility guidelines for use by the Recipient in carrying out the requirements of this agreement.

II. OBJECTIVES

A. The Recipient shall secure competent staff and take steps to operationalize and implement an affordable housing production and/or preservation program within the term of this agreement, and shall provide related reports as stipulated in Section V below. In addition to these operational and capacity enhancements, during the term of this agreement, to advance *homeownership* in the community, Recipient shall provide documentation of: (a) its designation as a HUD Certified Housing Counseling Agency, and (b) a minimum eight (8) hour structured homeownership education program targeting potential homebuyers, but more specifically to support implementation of Neighborhood Stabilization Program (NSP) homeownership initiatives. Said education program shall minimally include: general information regarding the home buying process; an overview of mortgage and related financing issues; homeownership counseling; credit analysis; credit scoring and workout counseling; individualized

counseling and follow-up (homebuyer readiness assistance); discussion of predatory lending practices; precautions concerning "high risk loans;" and routine interaction with members of the local lending community and local governments with respect to changes in the mortgage market and/or home purchase assistance programs. During the term of this Agreement, Recipient shall provide homebuyer education services for a minimum of **one hundred (100)** potential homebuyers with a goal of providing at least **fifty (50)** SHIP or NSP eligible homebuyers for affordable housing units sponsored by Escambia County and/or the City of Pensacola. Though of secondary priority, to advance *enhanced affordable rental opportunities* in the community, Recipient shall: produce a minimum of **six (6)** affordable scattered site or multi-family rental units for occupancy by eligible families within the designated CRA low income neighborhoods or for initial occupancy by low income families within Escambia County. Affordability shall be defined to require that total housing costs for principal, interest, taxes and insurance ("PITI") shall not exceed thirty percent (30%) of gross family income. New or rehabilitated housing units shall be constructed or rehabilitated generally in accordance with governing standards promulgated by the Florida Building Code.

B. By accepting CHDO operating funds, Recipient maintains that it currently has a contract commitment from the County for an eligible CHDO set aside project or that it will have a project commitment no later than 24 months from the date of this agreement (24 CFR 92.300(e))

III. SERVICES

A. Recipient shall develop forms, policies, client intake and tracking form(s), homebuyer processing procedures, financial record keeping controls, and other methods to document beneficiaries, Project costs, and proper utilization of HOME Project funds.

B. Recipient shall secure non-HOME financial and non-financial resources, as needed, to provide homebuyer education services for a minimum of **one hundred (100)** persons specifically in support of City and County affordable housing initiatives and to produce minimum of **six (6)** affordable rental units within the term of this agreement. HOME funds provided under this agreement shall not be utilized for payment of direct costs for acquisition, rehabilitation or construction of housing.

IV. RECIPIENT INFORMATION

RECIPIENT: Community Enterprise Investments, Inc.	CONTACT PERSON: James Oleksak
302 North Barcelona Street	TITLE: Executive Director
Pensacola, Florida 32501	PHONE: (850) 595-6234
	FAX: (850) 595-6264

V. QUARTERLY REPORTS

A. Recipient shall prepare and provide to the contract manager a report of Project activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this agreement until received by the County, or its agent, NEFI.

B. The Quarterly Report shall contain a narrative on the progress of the Project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding further payment to the Recipient.

VI. AUDIT REQUIREMENTS

The Recipient shall provide the contract manager with an audit report showing the financial affairs of the Recipient for the accounting period(s) encompassed by the term of this agreement. The audit period shall conform to the Corporation's designated accounting year.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. As a pre-condition to payment by the County hereunder, not more often than monthly, the Recipient shall submit a written reimbursement request for CHDO Operating Expense Project funds by presenting to the contract manager all supporting documentation detailing items for reimbursement. The contract manager shall review the documentation and shall process the request for payment unless deficiencies are detected, whereupon the contract manager will immediately notify Recipient of the deficiency. The County shall pay the eligible HOME reimbursement to the Recipient within fifteen (15) days of the date the payment voucher is received in the Clerk of the Circuit Court's Finance Office.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County's agent, NEFI, will review the Project at three (3), six (6) and nine (9) month intervals. The Recipient shall provide Project related information to the contract manager to assist in the review and will be responsible for compliance with the terms of this agreement.

B. The County shall review and evaluate Recipient's performance under this agreement and the effectiveness of the Project in producing affordable housing units. If found to be ineffective, modification may be made to this agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of the agreement.

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,450	\$20,750	\$33,150	\$49,750
2	14,200	23,700	37,900	56,850
3	16,000	26,650	42,650	63,950
4	17,750	29,600	47,350	71,050
5	19,200	32,000	51,150	76,700
6	20,600	34,350	54,950	82,400
7	22,050	36,750	58,750	88,100
8	23,450	39,100	62,550	93,750

QUARTERLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA/PENSACOLA HOME PROGRAM

FROM: COMMUNITY ENTERPRISE INVESTMENTS, INC.

DATE: _____

**RE: PROJECT: HOME CHDO OPERATING EXPENSE PROJECT
CONTRACT 2011/2012 CEII OPERATING**

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

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN ACCOMPLISHED.

**B. GIVE A COMPLETE LISTING OF THE AGENCIES OR INDIVIDUALS PARTICIPATING
IN RECIPIENT ACTIVITIES AND THEIR INVOLVEMENT.**

**C. IDENTIFY ANY PERTINENT INFORMATION CONCERNING THE PROJECT'S
PROGRESS OR PROJECT FUNDING. (IDENTIFY ANY PROBLEMS OR CONCERNS)**

QUARTERLY FINANCIAL REPORT

AGENCY: COMMUNITY ENTERPRISE INVESTMENTS, INC.

CONTRACT AMOUNT: \$ 43,497.00

Reporting Period (Quarter): 2011/2012
October-December
January-March
April-June
July-September

EXPENDITURES: _____

<u>EXPENDITURES BY LINE ITEM</u>	<u>HOME REIMBURSEMENT REQUESTED</u>
_____	_____
_____	_____
_____	_____
_____	_____
Total expenditures this period	\$ _____
Remaining contract amount	\$ _____
Balance end of this reporting period	\$ _____

Comments _____

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

Authorized Signature

Date

Position

EXHIBIT II

**COMMUNITY ENTERPRISE INVESTMENTS, INC.
2011/2012 HOME CHDO OPERATING ASSISTANCE CONTRACT
PROJECT BUDGET**

Personnel/Fringe Benefits:

Housing Counselor Director (allocated portion of total salary)	\$ 23,040.00
Housing Counselor Fringe Benefits	\$ 2718.00
Executive Director - Housing (allocated portion of total salary)	\$ 17,739.00

TOTAL BUDGET	\$ 43,497.00 =====

[Funds may be transferred between line items shown above upon written request of the Recipient and written approval of NEFI]

EXHIBIT III

DOCUMENTATION CONCERNING:

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

2. NEIGHBORHOOD STABILIZATION PROGRAM (NSP) TARGET AREAS

3. DESIGNATED URBAN INFILL AREAS

**4. DESIGNATED ENTERPRISE ZONES (ESCAMBIA COUNTY AND CITY OF
PENSACOLA)**

**CERTIFICATION AND ACKNOWLEDGEMENT
REGARDING PRIORITY AREAS FOR NEW HOUSING DEVELOPMENT**

This certification acknowledges receipt of maps and legal descriptions of the various targeted areas identified in this agreement for purposes of implementation of the activities financed by Escambia County and the City of Pensacola. I/We have received, reviewed, and understand the maps and legal descriptions delineating the following areas within Escambia County and the City of Pensacola.

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

2. DESIGNATED ENTERPRISE ZONES (ESCAMBIA COUNTY AND CITY OF PENSACOLA)

3. DESIGNATED URBAN INFILL AREAS

3. DESIGNATED NEIGHBORHOOD STABILIZATION PROGRAM TARGET AREAS

Acknowledged by:

Community Enterprise Investments, Inc.

By: _____

Date: _____

EXHIBIT IV

**DOCUMENTATION OF NON-PROFIT STATUS
COMMUNITY ENTERPRISE INVESTMENTS, INC.**



Detail by Entity Name

Florida Non Profit Corporation

COMMUNITY ENTERPRISE INVESTMENTS, INC.

Filing Information

Document Number 731389
FEI/EIN Number 591586520
Date Filed 12/17/1974
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 01/24/2006
Event Effective Date NONE

Principal Address

302 N. BARCELONA ST.
PENSACOLA FL 32501

Changed 06/30/1986

Mailing Address

302 N. BARCELONA ST.
PENSACOLA FL 32501

Changed 06/30/1986

Registered Agent Name & Address

MOORE, HILL & WESTMORELAND, PA
220 WEST GARDEN STREET
NINTH FLOOR
PENSACOLA FL 32502 US

Name Changed: 04/23/2009

Address Changed: 04/23/2009

Officer/Director Detail

Name & Address

Title VC

DAVID, HAWKINS
ONE ENERGY PLACE

PENSACOLA FL 32520

Title S

YOUNG, MARIE
800 N. LEE STREET
PENSACOLA FL 32504

Title C

HORTON, SAMUEL
1020 PALISADE DRIVE
PENSACOLA FL 32504

Title M

BYRD, WILLIAM
2550 NOR TH 15TH AVE
PENSACOLA FL 32501

Title T

HENDRIX, CONNIE
1108-A NORTH 12TH AVENUE
PENSACOLA FL 32501

Title ED

OLEKSAK, JAMES
302 N. BARCELONA STREET
PENSACOLA FL 32501

Annual Reports

Report Year Filed Date

2010	01/11/2010
2011	03/15/2011
2012	04/23/2012

EXHIBIT V

**HOME PROGRAM FORMS AND ACKNOWLEDGEMENT
OF RECEIPT OF GOVERNING RULES AND REGULATIONS
AND OMB CIRCULAR A-122**

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for a 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: _____

Date: _____

Certifying Official
President, Community Enterprise Investments, Inc.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

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

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company: Community Enterprise Investments, Inc. Date: _____

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-11-DC-12-0225

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

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

Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501

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

Three (3)

SIGNED: _____
Certifying Officer

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

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

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

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

Signature: _____

Name:
Title: President

CHDO Operating Assistance

Project Name
N/A
Project Number

Firm/Agency: **Community Enterprise Investments, Inc.**

Street Address: **302 North Barcelona Street**
Pensacola, Florida 32501

CERTIFICATION OF RECEIPT
HOME PROGRAM RULES AND REGULATIONS
AND OMB CIRCULAR A-122

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current HOME Program Regulations at 24 CFR Part 92, a copy of OMB Circular A-122, and copies of any amendments to the governing regulations, as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the various regulations and requirements and understand the requirements which govern the HOME funding provided under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of the requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Community Development for review and resolution.

Additionally, I/We have received a complete copy of the HOME (and Section 8) Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the governing regulations in this Exhibit. I/We understand that additional copies of the entire text of the Regulations, OMB Circular, and/or Income Compliance Manual will be promptly provided upon written request directed to the Contract Manager by this recipient.

Recipient also affirms that it has received a copy of the Federal Register dated December 16, 2011 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2011-12-16/pdf/2011-31778.pdf>) containing the HOME Program Proposed Rule. Any changes resulting from the final program rule as applicable to this agreement will be incorporated herein at such time as approved by HUD.

HOME Program Funding Recipient:

Community Enterprise Investments, Inc.

By: _____

Date: _____